The City of

Boynton Beach

City Commission Agenda

Tuesday, May 6, 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.

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1. **<u>Openings</u>**

   A. Call to Order - Mayor Rebecca Shelton
   Roll Call.

Invocation given by Pastor Roberts, Calvary Chapel Boynton Beach.

Pledge of Allegiance to the Flag led by Mayor Rebecca Shelton.

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

2. **Other**

A. Information Items by members of the City Commission.
City Commissioners to disclose any informational items to the public.

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

A. Proclamation- Mental Health Awareness and Trauma Informed Care Month.
Mayor Shelton will read the proclamation into the record declaring May as Mental Health Awareness and Trauma Informed Care Month to encourage awareness, understanding and action surrounding mental health, trauma and trauma-informed care. The proclamation will be accepted by Boynton Beach Mental Health Committee founder Gerda Klein.

B. Proclamation- National Police Week and Peace Officers Memorial Day.
Mayor Shelton will read the proclamation into the record declaring May 11th through the 17th, 2025 as National Police Week, and Thursday, May 15, 2025, as Peace Officers Memorial Day. The proclamation will be accepted by Police Chief Joseph DeGiulio.

C. Presentation by S. Lizabeth Martin of the Palm Beach County Commission on Ethics.
The Palm Beach County Commission on Ethics Education and Communication Manager S. Lizabeth Martin will give a brief overview of the independent watchdog agency and how the community can contact the staff. The commission was created to foster integrity in public service, promote the public's trust and confidence in that service and prevent conflicts between private interests and public duties.

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. Proposed Resolution No. R25-105- Appoint a City Commission representative and alternate to the Transportation Planning Agency (Formerly known as the MPO, Metropolitan Planning Organization).
Staff recommends approval of Proposed Resolution No. R25-105.

B. Community Support Funds.

Approve Community Support Fund requests from Mayor Shelton.

C. Advisory Board Appointments.
City Commission to reappoint and appoint eligible members of the community to serve in vacant positions on City Advisory Boards.

6. **Consent Agenda**

A. Proposed Resolution No. R25-106- Grant authority to the Mayor or City Manager to sign Minor Development Applications, Major Development Applications, Building Permit Applications and associated forms.
Staff recommends approval of Proposed Resolution No. R25-106.

B. Proposed Resolution No. R25-107- Approve Task Order No. GESUT-2G-02-25 with GHD Services, Inc., to conduct a living shoreline assessment in an amount not to exceed $59,945.
Staff recommends approval of Proposed Resolution No. R25-107.

C. Proposed Resolution No. R25-108- Awarding Request for Proposal No. PD25-015 for Towing and Storage Services to Kauff's of Palm Beach, Inc., and Becks Towing and Recovery, Inc., and approving agreements with both Contractors.
Staff recommends approval of Proposed Resolution No. R25-108.

D. Proposed Resolution No. R25-109- Approving and authorizing the assessment and recording of nuisance abatement liens against properties in the public records of Palm Beach County.
Staff recommends approval of Proposed Resolution No. R25-109.

E. Proposed Resolution No. R25-110- Approve the temporary lane closures in the right lane of State Road 5 (Federal Highway) from NE 15th Avenue to Gateway Boulevard and approximately 400 feet of the left lane heading Southbound from Gateway Boulevard on State Road 5 (Federal Highway) on Friday, July 4, 2025 for the annual 4th of July event, and authorize the City Manager, or designee, to apply for the State permit for the temporary road closure.
Staff recommends approval of Proposed Resolution No. R25-110.

F. Proposed Resolution No. R25-111- Authorizing the City's application for the Florida Department of Law Enforcement (FDLE) FY24-25 Drone Replacement Grant Program, and ratifying the Drone Replacement Program Financial Assistance Agreement between the City and FDLE.
Staff recommends approval of Proposed Resolution No. R25-111.

G. Proposed Resolution No. R25-112- Approve the purchase of additional services for General Financial and Rate Consulting from Ryper Water Analytics, as a professional service, acquired by Purchase Order, in an aggregate amount not to exceed $70,000.
Staff recommends approval of Proposed Resolution No. R25-112.

H. Proposed Resolution No. R25-113- Ratifying the Conflict of Interest Waiver relating to Lewis, Longman & Walker, P.A., representing the South Central Regional Wastewater Treatment Board as General Counsel.
Staff recommends approval of Proposed Resolution No. R25-113.

I. Proposed Resolution No. R25-114- Approving the Conditional Settlement and Release of Claim in the matter of Joshua Bernstein v. City of Boynton Beach, totaling $150,000.
Staff recommends approval of Proposed Resolution No. R25-114.

J. Proposed Resolution No. R25-115- Approve the final ranking for RFP No. PLDEV25-012R Public Art Master Plan Review (Consultant) as recommended by the evaluation committee and allow negotiations to begin with the top-ranked proposer Machinic, LLC, Future Forms, and if negotiations fail to culminate into an agreement with the top-ranked proposer, enable staff to terminate negotiations and allow negotiations to begin with the 2nd-ranked proposer Designing Local, LLC.
Staff recommends approval of Proposed Resolution No. R25-115.

K. Proposed Resolution No. R25-117- Ratifying the City's application for the Office of the Attorney General, Bureau of Advocacy and Grants Management- FY 25-26 Victims of Crime Act (VOCA) Grant Program, and if awarded, authorize the City to accept the Grant and authorizing the City Manager to sign all documents associated with the Grant subject to the approval of the City Attorney.
Staff recommends approval of Proposed Resolution No. R25-117.

L. Commission Meeting Minutes.
Approve minutes from the April 1, 2025 City Commission Meeting, and April 8, 2025 Special Commission and CRA Joint Meeting.

7. **Consent Bids and Purchases over $100,000**

A. Proposed Resolution No. R25-119- Approving a sole source agreement with CROM Coatings and Restorations, a division of CROM, LLC, for Drinking Water Storage Tank Inspections and Repairs services on an as-needed basis in an annual amount not to exceed $350,000 annually.
Staff recommends approval of Proposed Resolution No. R25-119.

B. Proposed Resolution No. R25-120- Award Invitation to Bid No. PWE25-022B for the Boynton Beach Fire Station #5 EOC Re-Roofing, Waterproofing & Painting Project to Best Roofing Services LLC, and approve the Agreement with Best Roofing Services LLC in an amount of $408,451.58, plus a 10% contingency of $40,845.15 for a total not to exceed $449,296.58. Proposed Resolution No. R25-121- Approve a budget amendment amending CIP 303 Fund, increasing the budget from $375,000 to $449,297, utilizing $72,297 of the fund balance.
Staff recommends approval of Proposed Resolution No. R25-120 and Proposed Resolution No. R25-121.

C. Proposed Resolution No. R25-122- Approving Amendment No. 1 (with 100% principal forgiveness) to the State of Florida Department of Environmental Protection Drinking Water State Revolving Fund Planning and Design Loan Agreement DW501300 to develop the Water Treatment plant(s) planning and design project(s) intended to address drinking water compliance with proposed regulations related to emerging contaminants, to increase the loan amount by $232,821 and provide a one-year extension through August 15, 2027.

Staff recommends approval of Proposed Resolution No. R25-122.

D. Proposed Resolution No. R25-123- Award Request for Proposals No. PLDEV25-011R for Comprehensive Plan Review Professional Services to Chen Moore and Associates, Inc., and approve an Agreement between Chen Moore and Associates, Inc., and the City in the amount of $148,000.
Staff recommends approval of Proposed Resolution No. R25-123.

E. Proposed Resolution No. R25-124 Approve a Piggyback Agreement with RISK MANAGEMENT ASSOCIATES, INC. A/K/A BROWN & BROWN PUBLIC SECTOR through the Town of Jupiter RFP HR001-2023 for Property and Casualty Insurance.
Staff recommends approval of Proposed Resolution No. R25-124.

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. 25-003- Second Reading, An Ordinance of the City Commission of the City Of Boynton Beach, Florida, Amending Part III 'Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions;" amending Chapter 2 "Land Development Process," Article II "Planning and Zoning Division Services," Section 5 "Permit Applications;" amending Chapter 3 "Zoning," Article V "Supplemental Regulations," Section 3 "Common Building Appurtenances, Freestanding Structures and Site Amenities, Excluding Walls and Fences;" amending Chapter 4 "Site Development Standards," Article VIII "Utility Infrastructure Design Standards," Section 3 "Standards;" Establishing Regulations for artificial turf; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-003, at second reading.

B. Proposed Ordinance No. 25-004- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending the art in public places and public beautification regulations of the code of ordinances; repealing part II "Code of Ordinances," Chapter 2 "Administration," Article XI "Arts Commission," and Article XII "Art in Public Places Program;" repealing Chapter 27 "Advisory Boards and Committees," Article II "Boynton Beach Art Advisory Board," Section 27-21 "Intent," Section 27-22 "Definitions," Section 27-25 "Establishment of Public Art Fee," Section 27-26 "Public Art Fund," and Section 27-27 "Art in Public Places Guidelines;" amending Chapter 27 "Advisory Boards and Committees," Article II "Boynton Beach Art Advisory Board," Section 27-24 "Purpose and Duties;" amending Part III "Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions," and Article V "Housing Initiatives," Section 1 "State Housing Initiatives Partnership Act;" amending Part III "Land Development Regulations," Chapter 2 "Land Development Process," Article VI "Impact and Selected Fees," Section 5 "Art in Public Places;" amending Chapter 4 "Site Development Standards," Article XIV "Murals;" establishing regulations to regulate and provide standards of the art in public places program and public beautification; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

Staff recommends approval of Proposed Ordinance No. 25-004, at second reading.

9. **City Manager's Report**

10. Regular Agenda

A. Proposed Ordinance No. 25-005- First Reading, An Ordinance of the City of Boynton Beach Florida, repealing and replacing Part II, Chapter 18, Article II, Division 5, Section 18-145 "City of Boynton Beach Investment Policy for General Employees' Pension Fund," to enable the Pension Plan Trustees to adopt and modify a City of Boynton Beach Investment Policy for the General Employees' Pension Fund; providing for codification; providing for severability of provisions; repealing all Ordinances and Resolutions in conflict herewith and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 25-005, on First Reading.

B. 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.
Staff recommends approval of Proposed Ordinance No. 25-006, on First Reading.

C. Proposed Ordinance No. 25-007- First Reading, An Ordinance of the City of Boynton Beach, Florida, repealing Article XIII, Section 15-134 through 15-137 of Chapter 15 and any amendments thereafter which established and revised the prohibition of conversion therapy on minors in the City of Boynton Beach; providing for conflicts; severability; and an effective date.
Staff recommends approval of Proposed Ordinance No. 25-007, on First Reading.

D. Proposed Ordinance No. 25-008- First Reading, An Ordinance of the City of Boynton Beach, Florida, Repealing Chapter 2, Article I, Section 2-19 of the City Code of Ordinances entitled "Drug Free Work Place;" Renaming Chapter 2, Article X to be entitled "Employee Handbook," Renaming and Amending Section 2-151 entitled "Personnel Policy Manual Adopted by Reference" to rename the section "Employee Handbook and Drug Free Workplace Adopted by Reference;" Providing for Conflicts, Severability, Codification, and an Effective Date.
Staff recommends approval of Proposed Ordinance No. 25-008, on first reading.

E. 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.

F. City Attorney update and discussion requested by Commissioner Turkin regarding campaign filing fees, sign bonds, and petitions.
Discuss and provide final direction to City staff.

G. City Attorney request for Shade Meetings.
City Attorney Lamb will be requesting two shade meetings. Consensus on time and dates will be needed from the Commission.

11. **Future Agenda Items**

A. Discussion regarding Citywide Master Plan to light up the City.- **TBD**

Requested by Commissioner Turkin.

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

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

D. Discussion regarding fluoride in the water. **- Pending proposed State Legislation, Senate Bill 700.**
Requested by Vice Mayor Hay.

E. Discussion regarding requirements for Advisory Board Appointments.- **Pending meeting with Commissioner Kelley**
Requested by Commissioner Kelley.

F. Discussion regarding the City's Comprehensive Plan. - **Kickoff meeting pending the award of the RFP.**
Requested by Commissioner Cruz.

G. Discussion in regards to an additional area that might be available as a future cemetery.**- Pending meeting with City Real Estate Manager.**
Requested by Vice Mayor Hay.

H. Discussion regarding combining City properties together to create senior affordable housing.**- Pending Joint Meeting with the CRA.**
Requested by Vice Mayor Hay.

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

J. Discussion on Animal Control position in Police Department.- **Scheduled to be heard with Budget Workshop.**
Requested by Commissioner Kelley.

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: 05/ 6/2025

Proclamation- Mental Health Awareness and Trauma Informed Care Month.

Requested Action: Mayor Shelton will read the proclamation into the record declaring May as Mental Health Awareness and Trauma Informed Care Month to encourage awareness, understanding and action surrounding mental health, trauma and trauma-informed care. The proclamation will be accepted by Boynton Beach Mental Health Committee founder Gerda Klein.

Explanation of Request: NA

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:
Mental Health Awareness and Trauma Informed Care Month.docx

City of Boynton Beach

Proclamation

WHEREAS, mental health is essential to everyone's overall health and well-being, and everyone experiences times of stress and struggles in their lives, and one in four adults and one in five youth ages 13-18 experiences serious mental illness. 60 percent of adults and 50 percent of youth do not receive the treatment necessary for their mental health needs due to limited or no knowledge of the need, barriers to care, or fear and shame; and

WHEREAS, research recognizes that adverse childhood experiences (ACEs), are traumatic experiences that can have a profound effect on a child's developing brain and body and can result in poor physical and mental health during childhood and adulthood; and

WHEREAS, promoting mental health and wellness leads to higher overall productivity, better educational outcomes, lower crime rates, stronger economies, lower health care costs, improved family life, improved quality of life and increased lifespan; and

WHEREAS, the City of Boynton Beach, recognizes the work of the Boynton Beach Mental Health Committee impacting awareness and education, access to services and acceptance of the importance of mental health and well-being to a person's overall success and supports the implementation of trauma informed approaches throughout the systems of care.

NOW THEREFORE, I, Rebecca Shelton, Mayor of the City of Boynton Beach, Florida, do hereby proclaim the month of May of Two Thousand Twenty-Five as:

MENTAL HEALTH AWARENESS AND TRAUMA INFORMED CARE MONTH

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 6th day of May, Two Thousand Twenty-Five.

_____
Rebecca Shelton, Mayor

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proclamation- National Police Week and Peace Officers Memorial Day.

Requested Action: Mayor Shelton will read the proclamation into the record declaring May 11th through the 17th, 2025 as National Police Week, and Thursday, May 15, 2025, as Peace Officers Memorial Day. The proclamation will be accepted by Police Chief Joseph DeGiulio.

Account Line Item and Description: NA

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

Attachments:
National Police Week and Peace Officers Memorial Day.docx

City of Boynton Beach

Proclamation

WHEREAS, the Congress and President of the United States have designated May 15th as Peace Officers Memorial Day, and the week in which it falls as National Police Week; and

WHEREAS, the members of the Boynton Beach Police Department play an essential role in safeguarding the rights and freedoms of the citizens of Boynton Beach; and

WHEREAS, it is important that all citizens know and understand the problems, duties and responsibilities of their police department, and that members of our police department recognize their duty to serve the people by safeguarding life and property, by protecting them against violence or disorder, and by protecting the innocent against deception and the weak against oppression or intimidation; and

WHEREAS, the Boynton Beach Police Department has grown to be a modern and scientific law enforcement agency which unceasingly provides public service;

NOW THEREFORE, I, Rebecca Shelton, Mayor of the City of Boynton Beach, Florida, do hereby proclaim call upon all citizens of Boynton Beach and upon all patriotic, civil, and educational organizations to observe the week of May 11th through May 17th, 2025 as:

NATIONAL POLICE WEEK

I FURTHER call upon all citizens of Boynton Beach to remember this day, Thursday, May 15, 2025, as:

PEACE OFFICERS MEMORIAL DAY

In honor of those peace officers who, through their courageous deeds, have lost their lives or become disabled in the performance of duty.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Boynton Beach, Florida, to be affixed at Boynton Beach, Florida, the 6th day of May, Two Thousand and Twenty-Five.

_____
Rebecca Shelton, Mayor

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Presentation by S. Lizabeth Martin of the Palm Beach County Commission on Ethics.

Requested Action: The Palm Beach County Commission on Ethics Education and Communication Manager S. Lizabeth Martin will give a brief overview of the independent watchdog agency and how the community can contact the staff. The commission was created to foster integrity in public service, promote the public's trust and confidence in that service and prevent conflicts between private interests and public duties.

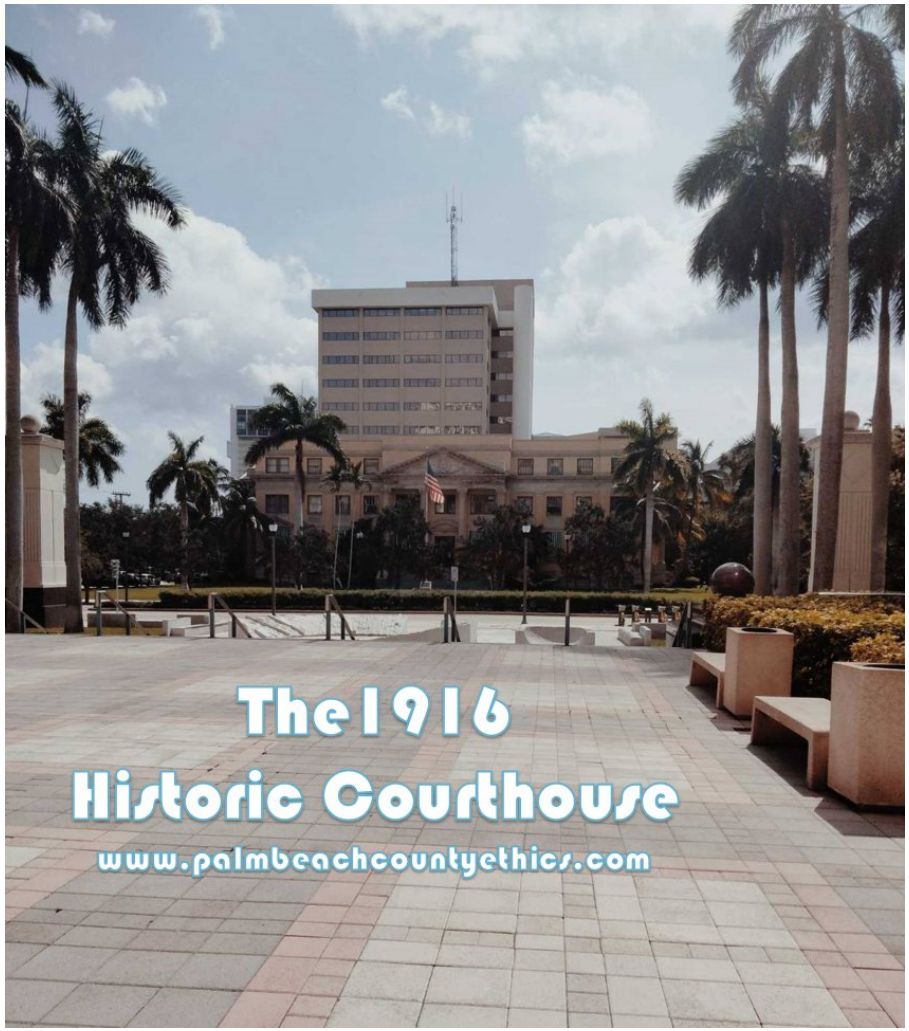
Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
Short Overview_ COE 2025.pptx

Honesty - Integrity - Character

Palm Beach County's COMMISSION ON ETHICS

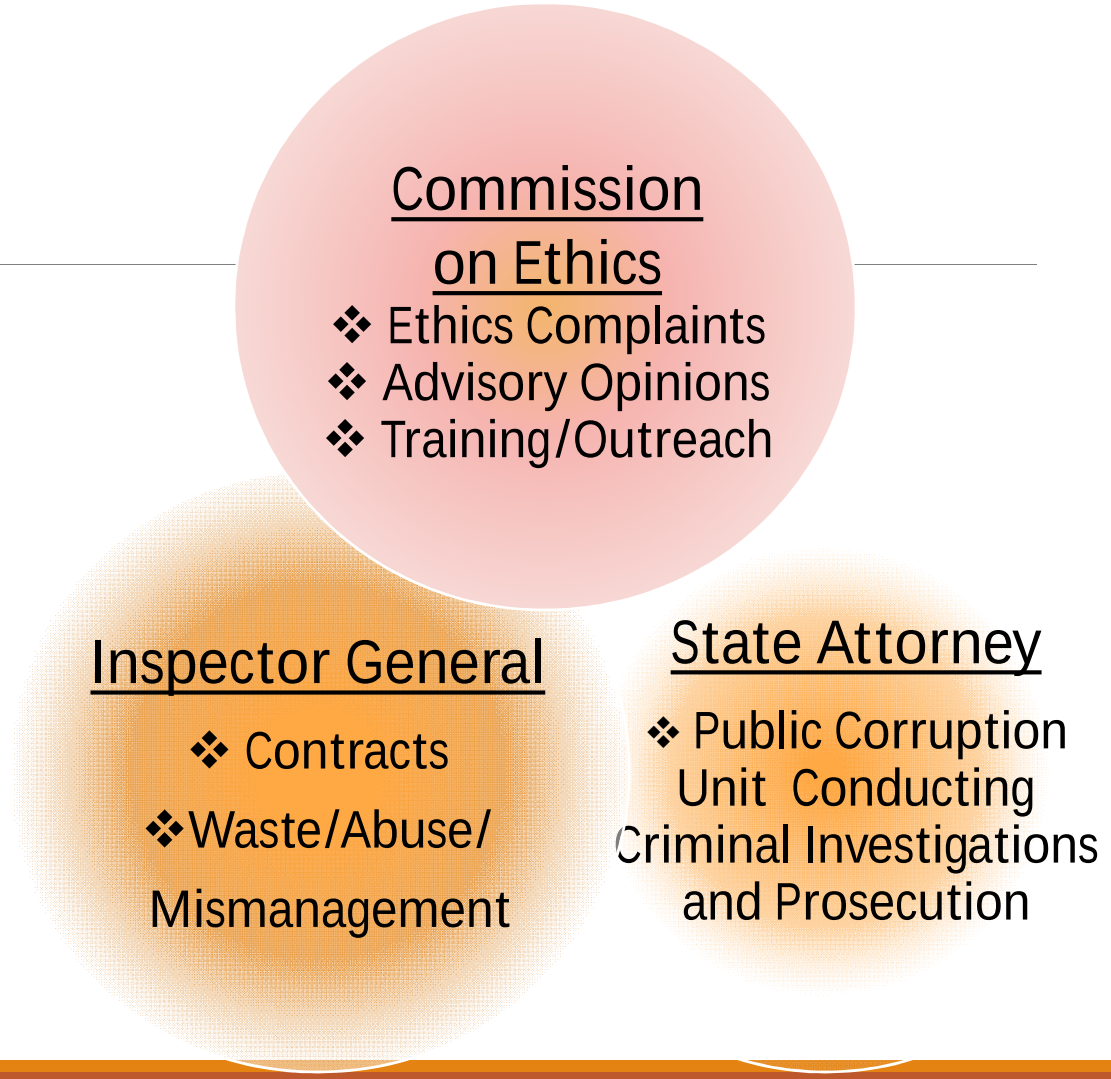
S. LIZABETH MARTIN,
EDUCATION & COMMUNICATIONS MANAGER



The Commission on Ethics fosters integrity in public services, promotes the public's trust and confidence in that service, and prevents conflicts between private interests and public duties.

ONE Ethics

Separate Core Functions



PBC Commission on Ethics

Five volunteer members, each appointed by the following community "stakeholders" to serve four-year terms:

- Michael Kridel, Chair: PBC Chapter of Association of Certified Fraud Examiners
- Peter Cruise, PhD, Vice Chair: Florida Atlantic University
- Michael Kugler: PBC Bar Association in conjunction with the Hispanic Bar Association & the F. Malcolm Cunningham Bar Association
- Rodney Romano: PBC League of Cities
- Kristin A. Vara-Garcia: PBC Association of Chiefs of Police

The PBC Code of Ethics

The Code of Ethics is divided into eight (8) code sections:

1. Section 2-441. *Title; statement of purpose*
2. Section 2-442. *Definitions*
3. Section 2-443. *Prohibited conduct*
4. Section 2-444. *Gift law*
5. Section 2-445. *Anti-nepotism law*
6. Section 2-446. *Ethics Training*
7. Section 2-447. *Noninterference*
8. Section 2-448. *Administration, enforcement and penalties*

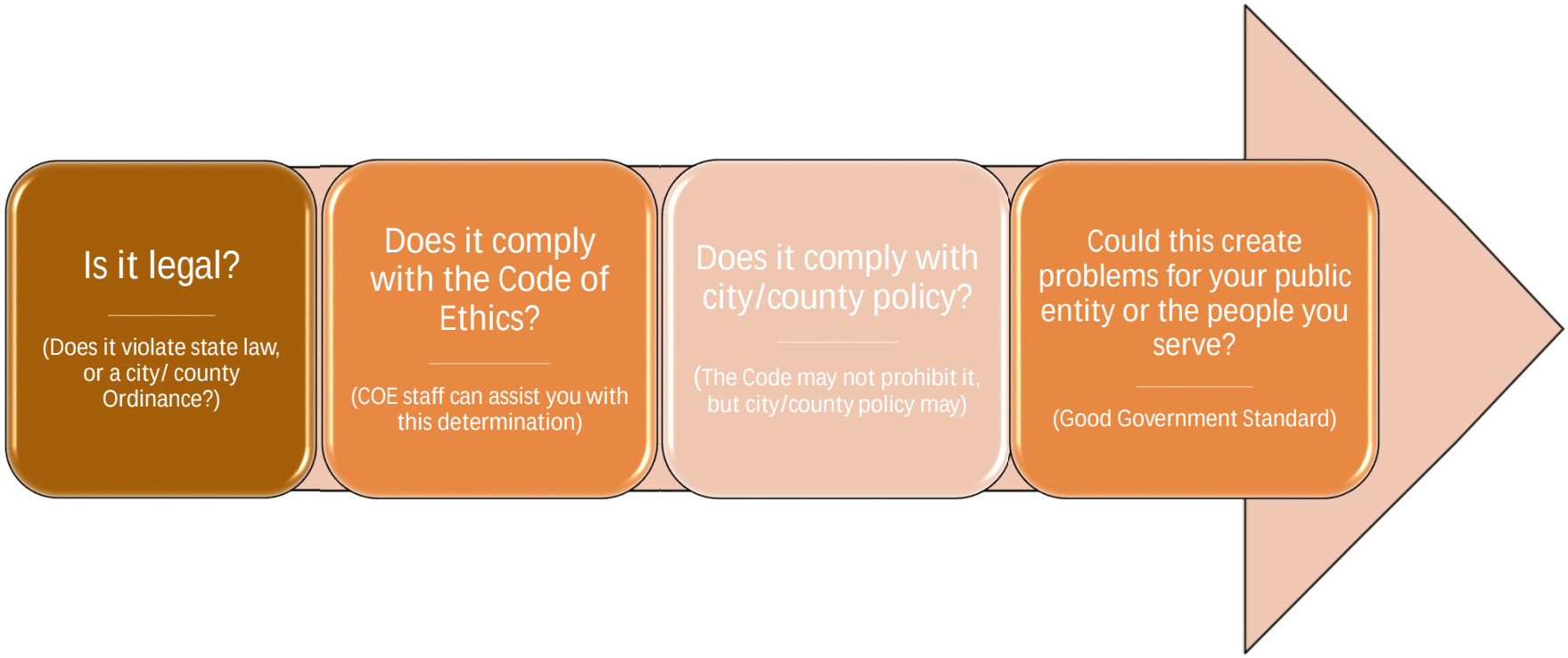


Includes county and municipal employees and officials, limited jurisdiction over vendors, and lobbyists, principals or employers of lobbyists, and applies to the following three county ordinances:

- *PBC Code of Ethics* *(applies countywide to all county and municipal officials and employees)*
- *Lobbyist Registration Ordinance* *(applies countywide except where a similar municipal ordinance exists)*
- *Post Employment Ordinance* *(applies only to former County Commissioners and certain former County employees)*

ETHICS DECISION TREE

(a common sense approach to ethics training)



Learn with the Commission on Ethics
Lobbyist Registration

Effective April 2, 2012, the ordinance was extended to all municipalities except West Palm Beach, Palm Beach Gardens, Riviera Beach and Westlake.

- Central Lobbyist Registration database
- "Contact logs" for all lobbying activity must be maintained.
- Mandatory "cone of silence" provision which prohibits all communications except written communications during any competitive bid process.

Learn with the Commission on Ethics
VENDORS

Section 2-444

Gift Law Reporting: *Gift* shall refer to the transfer of anything of economic value whether in the form of money, service, loan, travel, entertainment, hospitality, item or promise of these, or in any form, without adequate and lawful consideration.

Food & beverages consumed at a single setting or a meal shall be considered a single gift and the value of the food and beverage provided at that setting or meal shall be considered the value of the gift.

PALM BEACH COUNTY COMMISSION ON ETHICS

"Honesty, Integrity, Character"

ETHICS

"Ask First, Act Later"

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Email Us: Ethics@palmbeachcountyethics.com

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The Historic 1916 Palm Beach County Courthouse
300 North Dixie Highway, Suite 450, West Palm Beach, FL 33401

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-105- Appoint a City Commission representative and alternate to the Transportation Planning Agency (Formerly known as the MPO, Metropolitan Planning Organization).

Requested Action: Staff recommends approval of Proposed Resolution No. R25-105.

Explanation of Request: On April 1, 2025, the Commission chose Commissioner Kelley as the representative, Commissioner Turkin as Alternate Representative #1, and Commissioner Cruz as Alternate Representative #2, through Resolution No. R25-084. However, the TPA has responded that there can only be one alternate representative.

The Transportation Planning Agency (TPA) was created by federal regulations and Florida Statutes to meet federal requirements for obtaining and expending federal transportation funds. The TPA is composed of local elected officials from County and municipal bodies. The responsibilities of the TPA encompass multi-modal transportation planning and addresses short-term (five-year) and long-range (20-year) time frames. The TPA meeting is held on the 3rd Thursday of the month at the PBC Governmental Center on Olive Avenue. They begin at 9:00 A.M. and typically last two hours.

How will this affect city programs or services? Maintain communications and awareness of TPA initiatives that may affect the City.

Fiscal Impact: None

Attachments:
R25-105 Agenda_Item_3078-2025_Resolution_for_representative_and_alternate_to_the_Transportation_Planning.docx
R25-084.pdf
email from TPA.docx

RESOLUTION NO. R25-105

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPOINTING _____ AS A REPRESENTATIVE TO THE TRANSPORTATION PLANNING AGENCY (F/K/A METROPOLITAN PLANNING ORGANIZATION), AND APPOINTING _____ AS THE ALTERNATE REPRESENTATIVE TO THE TRANSPORTATION PLANNING AGENCY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Transportation Planning Agency (TPA) was created by federal regulations and Florida Statutes to meet federal requirements for obtaining and expending federal transportation funds; and

WHEREAS, the responsibilities of the TPA encompass multi-modal transportation planning and address short-term (five-year) and long-range (20-year) time frames; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, is entitled to representation on the Transportation Planning Agency; and

WHEREAS, on April 1, 2025, the City Commission approved Resolution No. R25-084 appointing Commissioner Kelly as the representative, Commissioner Turkin as the first alternate, and Commissioner Cruz as the second alternate; and

WHEREAS, on April 11, 2025, the Palm Beach Transportation Planning Agency advised the City that per their operating procedures, each Governing Board member shall designate only one Alternate; and

WHEREAS, the City Commission has considered the qualifications necessary for such representation and wishes to bestow upon the following named individuals such right and honor of service.

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 appoint _____ as a representative to the Transportation Planning Agency and appoints _____ as an alternate representative to the Transportation Planning Agency.

SECTION 3. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

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

RESOLUTION NO. R25-084

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPOINTING COMMISSIONER KELLEY AS A REPRESENTATIVE TO THE TRANSPORTATION PLANNING AGENCY (F/K/A METROPOLITAN PLANNING ORGANIZATION), AND APPOINTING COMMISSIONER TURKIN AS ALTERNATE REPRESENTATIVE NO. 1, AND COMMISSIONER CRUZ AS ALTERNATE REPRESENTATIVE NO. 2, TO THE TRANSPORTATION PLANNING AGENCY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Transportation Planning Agency (TPA) was created by federal regulations and Florida Statutes to meet federal requirements for obtaining and expending federal transportation funds; and

WHEREAS, the responsibilities of the TPA encompass multi-modal transportation planning and addresses short-term (five-year) and long-range (20-year) time frames; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, is entitled to representation on the Transportation Planning Agency; and

WHEREAS, the City Commission has considered the qualifications necessary for such representation and wishes to bestow upon the following named individuals such right and honor of service.

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 appoint Commissioner Kelley as a representative to the Transportation Planning Agency and appoints Commissioner Turkin as alternate representative no. 1, and Commissioner Cruz as alternate representative no. 2, to the Transportation Planning Agency.

SECTION 3. This Resolution shall take effect in accordance with law.

[SIGNATURES ON THE FOLLOWING PAGE]

PASSED AND ADOPTED this 1st day of April 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	✓	
Vice Mayor – Woodrow L. Hay	✓	
Commissioner – Angela Cruz	Virtual cannot vote	
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

From: Ruth Del Pino <rdelpino@palmbeachtpa.org>
Sent: Friday, April 11, 2025 9:28 AM
To: Stanzione, Tammy <StanzioneT@bbfl.us>; City Clerk <CityClerk@bbfl.us>
Subject: Re: Confirmation of TPA Board Representative and Alternate

This Message Is From an External Sender
This message came from outside your organization.

Good afternoon Tammy,

Per our operating procedures, each Governing Board member shall designate only one Alternate. Please confirm who will be the alternate and we will update our records.

Best regards,

Ruth Del Pino

EXECUTIVE ASSISTANT

301 Datura Street | West Palm Beach, FL 33401

Direct 561.725.0802 | Main 561.725.0800

Web | Facebook | Twitter | LinkedIn

PALM BEACH
Transportation
Planning Agency

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Community Support Funds.

Requested Action: Approve Community Support Fund requests from Mayor Shelton.

How will this affect city programs or services? NA

Budgeted Item: Yes

Account Line Item and Description: Community Support Funds 001-1110-511-83-05

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

Attachments:
AVDA- $1000.doc

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS
REQUEST FORM

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

Date of Request: May 6, 2025
Requested by Mayor/Commissioner: Mayor Shelton
Amount Requested: $1000
Recipient/Payee: Aid to Victims of Domestic Abuse
Description of project, program, or activity to be funded: Aid to Victims of Domestic Abuse, Inc. (AVDA) offers life-saving services while promoting violence-free relationships and creating the social changes necessary to end domestic and dating violence.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $5,500.

The balance of funds available for the requesting Member of the Commission is $5,500.

Accordingly:

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

Dated: 05/06/2025 By: _____
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: 05/ 6/2025

Advisory Board Appointments.

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_May 6 2025.docx
Dwight Torres - Building Board of Adjustment and Appeals.pdf
Monique Bodden - Senior Advisory Board.pdf

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

IV	Kelley	Alternate	Vacant

Applicants: None

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

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

Applicants: Dwight Torres — Would like to be an Alternate

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: None

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

III	Turkin	Regular	Vacant

Applicants: None

Recreation and Parks Board
Regular Member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Vice Mayor	Hay	Alternate	Vacant

Applicants: None

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

III	Turkin	Regular	Vacant
IV	Kelley	Alternate	Vacant
Mayor	Shelton	Alternate	Vacant

Applicant: Monique Bodden

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 *

4/18/2025

First Name *

Dwight

Last Name *

Torres

Phone Number *

9103407310

Email *

dwight.torres.i@belmark.com

Street Address *

630 E Woolbright Rd

Street Address 2

#322

City *

Boynton Beach

State *

FL

Zip Code *

33435

Country *

United States

Current occupation or, if retired prior occupation

USMC Retired

Education

MBA - Information Technology Management

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?

Surf City Councilman (Surf City, NC)

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 server 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. ,

Dedicated and results-driven professional with 24 years of military service, an MBA with honors, successful experience in business ownership, and a strong background in strategic decision-making and community engagement. Seeking a position on the Boynton Beach Board of Adjustments to contribute leadership, integrity, and analytical expertise in support of thoughtful urban development and responsible zoning practices that reflect the needs and values of our community.

Professional Memberships *

Please list any professional memberships

Charter Member - Surf City Rotary Blub
CEO/Co-Founder Paddle 4 Troops

Attachments

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

DWIGHT TORRES - Board of Adjustments - Alternate.pdf 50.92KB

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.

Dwight Torres Sr.

630 E Woolbright Rd #322

Boynton Beach, Florida 33435

Dwight.torres1@gmail.com

(910)340-7310

Objective:

Dedicated and results-driven professional with 24 years of military service, an MBA with honors, successful experience in business ownership, and a strong background in strategic decision-making and community engagement. Seeking a position on the Boynton Beach Board of Adjustments to contribute leadership, integrity, and analytical expertise in support of thoughtful urban development and responsible zoning practices that reflect the needs and values of our community.

Education:

Master of Business Administration (MBA) with Honors

American Military University, Charles Town, West Virginia

2017

Bachelor of Science in Business Administration

Grantham University, Little Rock, Arkansas

2009

Military Experience:

United States Marine Corps, Chief Warrant Officer

September 18, 1986 – March 1, 2010

Demonstrated leadership, discipline, and strategic thinking during 24 years of military service. Implemented and executed complex plans in high-stakes environments.

Honored with Meritorious Service Medal, Navy Marine Corps Commendation Medal, Navy Marine Corps Achievement Medal, Kuwait Liberation Medal, Korean Defense Service Medal, Global War on Terrorism Service Medal

Professional Experience:

Account Manager

Belmark, De Pere Wisconsin

February 12, 2023 - Current

Manage a key account with $2.8 million in annual sales, doubling revenue within one year.

Develop and maintain strong client relationships, ensuring satisfaction and loyalty.

Implement effective sales strategies, resulting in consistent growth and surpassing targets.

Collaborate with cross-functional teams to address client needs and deliver exceptional service.

Business Owner

Surf City Barbershop, Surf City, North Carolina

Founded and successfully managed a barber shop business for over 10 years.

Oversaw day-to-day operations, including staffing, inventory, and customer relations.

Applied strong business acumen to drive profitability and ensure sustainable growth.

Maintained high levels of customer satisfaction through excellent service and personalized experiences.

Skills:

Excellent instructor skills (in-person and online), customer service-oriented, strong leadership and discipline, business management and ownership, creative problem-solving, dependable, and results-driven

Memberships: Surf City Council Member, CEO Paddle 4 Troops, and Surf City Rotary

References: Available upon request.

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 *

4/24/2025

First Name *

Monique

Last Name *

Bodden

Phone Number *

5613761717

Email *

mbodden00@gmail.com

Street Address *

3613 high ridge way

Street Address 2

City *

Boynton Beach

State *

Fl

Zip Code *

33426

Country *

United States

Current occupation or, if retired prior occupation

Benefit Advisor

Education

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. ,

I'm a volunteer for girls scout for a troop in Boynton Beach

Professional Memberships *

Please list any professional memberships

National Notary Association

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: 05/ 6/2025

Proposed Resolution No. R25-106- Grant authority to the Mayor or City Manager to sign Minor Development Applications, Major Development Applications, Building Permit Applications and associated forms.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-106.

Explanation of Request:

The purpose of this resolution is to authorize the Mayor or City Manager to sign Minor Development Applications, Major Development Applications, Building Permit Applications, and associated forms, as required. For a full list of "Minor" application requests, please refer to the attached Minor Development Application (Exhibit A: Minor Development Application). Similarly, for a complete list of "Major" application requests, refer to the attached Major Development Application (Exhibit B: Major Development Application).

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:
R25-106 Agenda_Item_2845-2025_Resolution_for_Signature_authority_of_Development_applications___REV_.docx
Exhibit A: Development Applications

RESOLUTION NO. R25-106

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE MINOR DEVELOPMENT APPLICATIONS, MAJOR DEVELOPMENT APPLICATIONS, BUILDING PERMIT APPLICATIONS, AND RELATED DOCUMENTS AND FORMS ON BEHALF OF THE CITY; AND FOR ALL OTHER PURPOSES.

WHEREAS, from time to time, the City must submit minor and major development applications, building permit applications, and related documents (collectively, "Development Applications") to appropriate governmental agencies for City-owned properties and City-initiated development projects; and

WHEREAS, the City Commission finds that it is in the best interest of the City to authorize the Mayor or City Manager to execute Development Applications and related documents on behalf of the City to expedite the application process and ensure timely responses to development opportunities; and

WHEREAS, the City Commission desires to establish a clear authorization procedure for the execution of Development Applications to promote efficient governance and administrative practices; 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 authorize the Mayor or City Manager to execute Development Applications on behalf of the City.

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 authorize the Mayor or City Manager to execute Development Applications on behalf of the City for the types of Development Applications described in Exhibit A.

SECTION 3. This Resolution shall take effect in accordance with 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

Minor Development Application

1 Enter Pre-Application Project Number | 2 Prerequisite Checklist | 3 Location | 4 Application Forms | 5 Upload files | 6 Confirm & Submit

Application Form

MINOR DEVELOPMENT APPLICATION FORM	

Pre-Application Details / Project Information			
Address			
Parcel			
Project Number		Submission Date	
Project Coordinator			

Minor Land Development Application Type						
* ☐ Administrative Adjustment	☐ Administrative Waiver	☐ Certificate of Conformity	☐ Lot Line Modification	☐ Minor Master Plan Modification	☐ Minor Site Plan Modification	☐ Minor Site Plan Modification (Architectural / Elevation Changes)

☐ Minor Site Plan Modification (Repaint)	☐ Mobile Vending Unit	☐ New Minor Site Plan	☐ Sidewalk Cafe	☐ Sign Program	☐ Sign Program Amendment	☐ Site Plan Time Extension

Project/Case Name	*
Estimated Construction Value	
Parcel Size	* acres

Total Square Footage	

Description of Existing Use(s) of Property Site	*	**Description of Proposed Use(s) of Property Site**	*
Previous Site Approval on Subject Property	◯ No ◯ Yes	**Is the proposed use eligible for the City's Expedited Development Review Program pursuant to Chapter 2, Article I, Section 5 of the Land Development Regulations?**	◯ No ◯ Yes
Indicate the proposed use(s) and/or describe the project's characteristics that avails			

itself the opportunity for Program Eligibility			
Existing Land Use Classification	-- Select --	**Proposed Land Use Classification**	-- Select --
Existing Zoning Designation	-- Select --	**Proposed Zoning Designation**	-- Select --
Is the property located within the Community Redevelopment Areas (CRA)	-- Select --	**Listed in the City's Inventory of Historic Sites**	◯ No ◯ Yes

Will the applicant be the primary point of contact?

◯ Yes ◯ No

Applicant Information			
First Name	*	**Last Name**	*
Company Name			
Street Address	*	**City**	*
State	* -- Select --	**Zip**	*
Phone #	*	**Email**	*
Interest in Property	* ◯ Owner ◯ Lessee ◯ Contract Purchaser		

Property Owner (Trustee) Information
☐ Same as Applicant

First Name	*	Last Name	*
Company Name			
Street Address	*	City	*
State	* -- Select --	Zip	*
Phone #		Email	

Agent Information

All correspondence will be emailed to the agent unless there I no agent of record, in which case, all correspondence will be emailed to the applicant. This party will receive agendas, letters, and other materials.

☐ Same as Applicant

First Name	*	Last Name	*
Company Name			
Street Address	*	City	*
State	* -- Select --	Zip	*
Phone #	*	Email	*

Authorization of Agent

Signature of Owner or Agent 1	*	Signature of Owner or Agent 2	
Date 1		Date 2	

Certification

(I) (We) understand that this application and all papers and plans submitted herewith become part of the permanent records of the planning and zoning division. (I) (We) hereby certify that the above statements or showings in any papers or plans submitted herewith are true to the best of (my) (our) knowledge and belief. This application will not be accepted unless signed according to the instructions below.

Signature of Owner(s) or Trustee(s), or authorized principal if property is owned by a corporation or other business entity, or contract purchaser (if applicant).	*	**Date of Authorized Agent Signature**	

Rider to the Site Plan Application

The undersigned as applicant for site plan approval does hereby acknowledge, represent, and agree that all plans, specifications, drawings, engineering, and other data submitted with this application for review by the City of Boynton beach shall be reviewed by the various boards, commissions, staff personnel, and other parties designated, appointed, or employed by the City of Boynton beach, and any such party reviewing the same shall rely upon the accuracy thereof, and any change in any item submitted shall be deemed material and substantial.

The undersigned hereby agrees that all plans, specifications, drawings, engineering, and other data that may be approved by the City of Boynton Beach, or its boards, commissions, staff, or designees shall be constructed in strict compliance with the form in which they are approved, and any change to the same shall be deemed material and shall place the applicant in violation of this application and all approvals and permits which may be granted.

The applicant agrees to allow the City of Boynton Beach all rights and remedies as provided for by the applicable codes and ordinances of the City of Boynton Beach to bring any violation into compliance, and the applicant shall indemnify, reimburse, and save the City of Boynton Beach harmless from any cost, expense, claim, liability, or any action which may arise due to their enforcement of the same.

A representative must be present at all Development Application Review Team (DART) meetings.

Read, Acknowledged, and Agreed * ◯ No ◯ Yes

Application Rider Applicant Signature	*	**Application Rider Witness Signature**	

Back Cancel Save & Continue

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Terms & Conditions
City of Boynton Beach
SagesGov

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v2.29.1.0

Major Development Application

1 Enter Pre-Application Project Number | 2 Prerequisite Checklist | 3 Location | 4 Application Forms | 5 Upload files | 6 Confirm & Submit

Application Form

MAJOR DEVELOPMENT APPLICATION FORM

Pre-Application Details / Project Information			
Address			
Parcel			
Project Number		**Submission Date**	
Project Coordinator			

Land Development Application Type							
☐ Abandonment	☐ Annexation	☐ Conditional Use	☐ Community Design Appeal	☐ Conditional Use Time Extension	☐ Future Land Use Map Amendment	☐ Height Exception	☐ Major Master Plan Modification
☐ Major Site Plan Modification	☐ New Master Plan	☐ New Major Site Plan	☐ Rezoning	☐ Site Plan Time Extension	☐ Technical Site Plan	☐ Variance to Land Development Regulations	

Case Name	*
Estimated Construction Value	*
Parcel Size	* acres

Total Square Footage	*

Description of Existing Use(s) of Property Site	*	Description of Proposed Use(s) of Property Site	
Previous Site Approval on Subject Property	* ◯ No ◯ Yes	Is the proposed use eligible for the City's Expedited Development Review Program pursuant to Chapter 2, Article I, Section 5 of the Land Development Regulations?	◯ No ◯ Yes
Indicate the proposed use(s) and/or describe the project's characteristics that avails itself the opportunity for Program Eligibility			
Existing Land Use Classification	-- Select --	Proposed Land Use Classification	-- Select --

Existing Zoning Designation	-- Select --	**Proposed Zoning Designation**	-- Select --
Is the property located within the Community Redevelopment Areas (CRA)	-- Select --	**Listed in the City's Inventory of Historic Sites**	◯ No ◯ Yes

Will the applicant be the primary point of contact

◯ Yes ◯ No

Applicant Information			
First Name	*	**Last Name**	*
Company Name			
Street Address	*	**City**	*
State	* -- Select --	**Zip**	*
Phone #	*	**Email**	*
Interest in Property	* ◯ Owner ◯ Lessee ◯ Contract Purchaser		

Property Owner (Trustee) Information			
☐ Same as Applicant			
First Name	*	**Last Name**	*
Company Name			
Street Address	*	**City**	*
State	* -- Select --	**Zip**	*
Phone #		**Email**	

Agent Information

All correspondence will be emailed to the agent unless there I no agent of record, in which case, all correspondence will be emailed to the applicant. This party will receive agendas, letters, and other materials.

☐ Same as Applicant

First Name	*	**Last Name**	*
Company Name			
Street Address	*	**City**	*
State	* -- Select --	**Zip**	*
Phone #	*	**Email**	*

Authorization of Agent

Signature of Owner or Agent 1	*	**Signature of Owner or Agent 2**	
Date 1		**Date 2**	

Certification

(I) (We) understand that this application and all papers and plans submitted herewith become part of the permanent records of the planning and zoning division. (I) (We) hereby certify that the above statements or showings in any papers or plans submitted herewith are true to the best of (my) (our) knowledge and belief. This application will not be accepted unless signed according to the instructions below.

Signature of Owner(s) or Trustee(s), or authorized principal if property is owned by a corporation or other business entity, or contract purchaser (if applicant).	*	**Date of Authorized Agent Signature**	

Rider to the Site Plan Application

The undersigned as applicant for site plan approval does hereby acknowledge, represent, and agree that all plans, specifications, drawings, engineering, and other data submitted with this application for review by the City of Boynton beach shall be reviewed by the various boards, commissions, staff personnel, and other parties designated, appointed, or employed by the City of Boynton beach, and any such party reviewing the same shall rely upon the accuracy thereof, and any change in any item submitted shall be deemed material and substantial.

The undersigned hereby agrees that all plans, specifications, drawings, engineering, and other data that may be approved by the City of Boynton Beach, or its boards, commissions, staff, or designees shall be constructed in strict compliance with the form in which they are approved, and any change to the same shall be deemed material and shall place the applicant in violation of this application and all approvals and permits which may be granted.

The applicant agrees to allow the City of Boynton Beach all rights and remedies as provided for by the applicable codes and ordinances of the City of Boynton Beach to bring any violation into compliance, and the applicant shall indemnify, reimburse, and save the City of Boynton Beach harmless from any cost, expense, claim, liability, or any action which may arise due to their enforcement of the same.

A representative must be present at all Development Application Review Team (DART) meetings.

Read, Acknowledged, and Agreed * ◯ No ◯ Yes

Application Rider Applicant Signature	*	**Application Rider Witness Signature**	

Back Cancel Save & Continue

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SagesGov

CITY OF BOYNTON BEACH

Commercial Permit Application

1 SagesGov Project # | 2 Prerequisite Checklist | 3 Location | 4 Application Forms | 5 Upload files | 6 Confirm & Submit

Application Form

UNIVERSAL COUNTY-WIDE/MUNICIPAL BUILDING PERMIT APPLICATION FORM
2020 Edition
Approved for use throughout Palm Beach County and Municipalities

1. Application Type

* -- Select --

Application Type Name

-- Select --

2. PROPERTY OWNER Click Here for Property Appraiser

PROPERTY OWNER NAME / COMPANY NAME	*		
OWNER ADDRESS:			
CITY:		STATE:	-- Select --
ZIP:			
EMAIL:			
PHONE:			

3.

TRADE :

* ☐ Structural	☐ Roofing	☐ Electrical	
☐ Mechanical	☐ Plumbing	☐ Fire	☐ Gas
☐ Other			

4.

PROJECT NAME	*
LEGAL DESCRIPTION: Click Here for Description	*

5.

FURTHER WORK DESCRIPTION:	*				
Type of Work:	* ◯ Addition ◯ Alteration ◯ Demo ◯ New ◯ Repair ◯ Temporary ◯ Other				
VALUE:	*			**NET S.F (for SFD's):**	
(SEE FEE SCHEDULE)				(AS APPLIES)	
Will you be using a private provider for plan review per FSS 553.791? * ◯ No ◯ Yes		**Will you be using a private provider for inspections per FSS 553.791?** * ◯ No ◯ Yes		**Live Local Project?** ◯ No ◯ Yes	

6.

* ◯ **OWNER BUILDER PER FL. ST. 489 (AS NAMED ABOVE, FOR CONTACT INFORMATION SEE BOX 2)**

◉ **CONTRACTOR**

☐ **Contractor TBA**

(Select only if you are the architect or engineer of record and a contractor has not been assigned to date.)

Please use the "Search by Company Name" field below to locate your Contractor record in the Central Square Click2Gov system.

Search by Company Name:		**CENTRAL SQUARE CONTRACTOR #:**	

CERT. HOLDER:		EMAIL:	
DBA (COMPANY NAME):		LICENSE #:	
CONTACT PERSON FIRST NAME:		LAST NAME:	
ADDRESS:		CITY:	
STATE:	-- Select --	ZIP:	
PHONE:			

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

7. (Signature of Owner or Agent) (including contractor) DATE: Under penalty of perjury, I declare that all the information contained in this building permit application is true and correct. (SS 713.135 7(b)1)	8. * (Signature of Owner or Agent) (including contractor) DATE:* Under penalty of perjury, I declare that all the information contained in this building permit application is true and correct. (SS 713.135 7(b)1)

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City of Boynton Beach

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-107- Approve Task Order No. GESUT-2G-02-25 with GHD Services, Inc., to conduct a living shoreline assessment in an amount not to exceed $59,945.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-107.

Explanation of Request: The City of Boynton Beach entered into a General Engineering Consulting Services Agreement through Request for Qualification (RFQ) # CW24-001 with GHD Services, Inc., as part of our continuing services contract approved by Resolution No. R24-291 on November 19, 2024.

Boynton Beach Public Works, in collaboration with Sustainability, is utilizing the above-mentioned Agreement (RFQ No. CW24-001, Scope Category G - Green Infrastructure, Sustainability and Resiliency Services) to support the implementation of critical Capital Improvement Projects. Under this contract, GHD Services, Inc. will help assess the living shoreline installation options at Mangrove, Intracoastal, and Jaycee Parks. This project will support the grant awarded by the Florida Department of Environmental Protection's Resilient Florida Implementation Grant Program under Grant Agreement No. 25SRP19.

How will this affect city programs or services?

This project will enhance the City's long-term resilience to flooding and other climate-related risks. The living shoreline assessment will provide the City with the opportunity to efficiently evaluate, plan, and install living shorelines features that not only satisfy the Resilient Florida Program grant requirements, but provide the community with new recreational activities and ecotourism opportunities.

Budgeted Item: Yes

Account Line Item and Description: 302-4223-572.63-05 - Intracoastal Park - Artificial Reef Project Number RP2504

Fiscal Impact:

The project will cost $59,945 up front, from the 302 CIP.

Attachments:

R25-107 Agenda_Item_2849-2025_Resolution_for_GHD_Task_Order_GESUT-2G-02-25.docx
1._Task_Order_Form_-_Consultant_GHD250407_signed (1).docx
2. Living Shoreline Assessment Scope of Services Proposal.pdf
3. R24-291 - GHD Services Inc - Executed Contract.pdf
4. City of Boynton Beach COI.pdf

RESOLUTION NO. R25-107

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING TASK ORDER NO. GESUT-2G-02-25 WITH GHD SERVICES, INC., TO CONDUCT A LIVING SHORELINE ASSESSMENT IN AN AMOUNT NOT TO EXCEED $59,945; AND FOR ALL OTHER PURPOSES.

WHEREAS, on November 19, 2024, the City Commission approved Resolution No. R24-291 approving a General Engineering Consulting Services Agreement between the City and GHD Services, Inc., ("Consultant") for Scope G – Green Infrastructure, Sustainability, and Resiliency Services; and

WHEREAS, the Boynton Beach Public Works department, in collaboration with the Sustainability division, desires to support the implementation of critical Capital Improvement Projects. The Consultant will help assess the living shoreline installation options at Mangrove, Intracoastal, and Jaycee Parks. This project will support the grant awarded by the Florida Department of Environmental Protection's Resilient Florida Implementation Grant Program under Grant Agreement No. 25SRP19; 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 Task Order No. GESUT-2G-02-25 with GHD Services, Inc., to conduct a living shoreline assessment in an amount not to exceed $59,945.

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 Task Order No. GESUT-2G-02-25 with GHD Services, Inc., to conduct a living shoreline assessment in an amount not to exceed $59,945 (the "Task Order"), 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 Task Order. The Mayor is further authorized to execute any

ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The City Clerk shall retain the fully executed Task Order as a public record of the City. A copy of the fully executed Task Order shall be provided to Alannah Irwin to forward to the Consultant.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

Form of Task Order

CITY OF BOYNTON BEACH
General Engineering Consulting Services Task Order
Task Order No. GESUT-2G-02-25 – Living Shoreline Assessment

Consultant: GHD Services Inc.

1. Task/Project. _Living Shoreline Feasibility Assessment

2. Detailed Scope of Professional Services.
A detailed scope of services under this Task Order, in accordance with the phases of service detailed in the Agreement, is attached as: Refer to document 12664011_City of Boynton Beach Living Shoreline Assessment Scope of Services Proposal_250313

3. Deliverables and Schedule.
For study/design related services: Consultant shall deliver to the City the deliverables specified at the time indicated on the attached Refer to document 12664011_City of Boynton Beach Living Shoreline Assessment Scope of Services Proposal_250313

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. Compensation.
The total estimated construction costs of the Project or the cost of the study or report for this Task Order may not exceed the amounts set forth in Section 287.055, Florida Statutes.

The total Fee to be paid to the Consultant under this Task Order shall not exceed $59,945, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as Refer to document 12664011_City of Boynton Beach Living Shoreline Assessment Scope of Services Proposal_250313

The payment schedule (based on deliverables) is attached as Refer to document 12664011_City of Boynton Beach Living Shoreline Assessment Scope of Services Proposal_250313

5. Agreement Reference.
This Task Order shall be performed under the terms and conditions described within the General Engineering Consulting Services Agreement, dated November 19, 2024, by and between the City of Boynton Beach and GHD Services Inc. ("Consultant"), Contract No. CW24-001.

6. Insurance.
Consultant 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 *(Task Order Form and Purchase Order)*.

☐ If checked, Consultant's receipt of a fully-executed copy of this Task Order and Purchase Order (PO) shall serve as the Notice to Proceed under this Task Order, effective as of the date the fully-executed Task Order was emailed to the Consultant.

☐ If checked, Consultant shall commence Services under this Task Order as specified in a forthcoming Purchase Order (PO) and Notice to Proceed.

CONSULTANT:

By: Dean Goodin

Print Name: Dean Goodin, PhD

Date: April 7, 2025

CITY OF BOYNTON BEACH

By: _____
Daniel Dugger, City Manager

Date: _____, 20___

City Attorney's Office
Approved as to form and legality
By: _____

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 a Certificate is provided upon selection of vendor.)* Thefollowing 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 orlower 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 Employe	$ 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

INSURANCE ADVISORY FORM

3380 Fairlane Farms Rd, Suite 16
Wellington, FL 33414

Your ref: GESUT-2G-02-25 – Living Shoreline Assessment
Our ref: 12664011

13 March 2025

Alannah Irwin
City of Boynton Beach
124 E. Woolbright Rd.
Boynton Beach, FL 33435

City of Boynton Beach Living Shoreline Assessment

Dear Alannah,

GHD is pleased to present this scope of work to the City of Boynton Beach (City) for services to provide a feasibility level assessment and recommendations for a living shoreline along three (3) city parks, Jaycee, Intracoastal and Mangrove Parks. On February 20, 2025, the City provided a preliminary scope of work and task order form for the subject effort under the Contract RFQ CW24-001 General Engineering Consulting Services for Scope G – Green Infrastructure, Sustainability, and Resiliency Services.

Incorporating discussions held between the City and GHD on March 7, 2025, this proposal details the approach, assumptions, timeline, and fee associated with this effort. We look forward to collaborating with the City on this exciting Project aimed on enhancing the resilience and quality of the City's parks and waterways.

Regards

Nick Bragaia
Project Manager

786-457-6204
Nick.Bragaia@ghd.com

Dean Goodin, Ph.D.
Maritime & Coastal Business Group Leader

+1 804 237-0306
dean.goodin@ghd.com

Copy to: Richard Hoffer, Moisey Abdurakhmanov, Jose Morales, Jesse Davis, Mike Barnett

Background

It is understood that the coastal community of Boynton Beach, Florida is subject to severe weather such as hurricanes, droughts, flooding etc. and experiences significant flooding in areas along the Intracoastal Waterway. With the Resilient Florida Program Implementation Grant awarded to the City in September 2024, the City wishes to develop and implement a living shoreline infrastructure at critical City parks to mitigate flooding. GHD's proposed scope of work components are summarized in the below sections.

Assumptions

The following assumptions apply to this scope of services and serve to assist in the formulation of the basis of estimate:

- This scope of work will be invoiced on a **Lump Sum** basis corresponding to completion of the work items identified in the below sections.
- Key members of the Project Team will be identified during the Project Kick-off meeting and these personnel will be included in the recurring Project communications. It is anticipated that the Kick-off meeting will be held in a hybrid format to allow attendance from non-local team members.
- For the reporting deliverable, GHD anticipates submitting 1 draft and 1 final version via electronic submission. GHD anticipates a single round of review comments that will be addressed and incorporated into a final work product.
- GHD anticipates conducting one site visit at each park. Inspections of existing infrastructure will be conducted on a qualitative basis. Visual examination of nearshore resources will be conducted but no detailed habitat surveying, or density mapping will be performed.
- Site-specific datasets owned or managed by the City which would assist in the Living Shoreline assessment will be provided to GHD before proceeding with the Data Collection and Review Task.

1. Project Initiation and Planning

1.1 Kick-Off Meeting

- Review project objectives, timelines, and deliverables.
- Finalize the project work plan and communication protocols.

1.2 Data Collection and Review

- Collect and review existing data, including hydrodynamic studies, sediment transport analyses, and ecological assessments.
- Gather information on historical shoreline changes, local climate patterns, and community needs.

2. Site Assessment

2.1 Field Surveys

- Conduct on-site surveys to assess current shoreline conditions, including vegetation, erosion patterns, and water quality.
- Visually inspect each site for the presence of any nearshore resources or other conflicts that could influence the living shoreline layout.
- Evaluate the structural integrity of any existing shoreline infrastructure (e.g., seawalls, groins).

3. Recommendations for Living Shoreline Design

3.1 Living Shoreline Design Options

- Provide high level recommendations for the living shoreline alternatives at each park, incorporating natural elements such as marsh grasses, mangroves, oyster reefs, and coir logs.
- Evaluate the feasibility of hybrid approaches that combine natural and traditional infrastructure.
- Include considerations for aesthetic, ecological, and community benefits.

3.2 Economic Feasibility

- Conduct a cost-benefit analysis comparing living shoreline alternatives to traditional hard infrastructure alternatives.

4. Regulatory Roadmap

- Assess potential environmental impacts of the proposed living shoreline designs, including effects on local ecosystems, water quality, and marine life.
- Identify mitigation measures to minimize potential adverse impacts.
- Identify required environmental permits from the relevant agencies (e.g. Palm Beach County Environmental Resource Management and Florida Department of Environmental Protection).

5. Final Report and Recommendations

5.1 Draft Report

- Prepare a draft report summarizing the study's findings, including site assessments, design recommendations, environmental impacts, and cost-benefit analysis.
- Include recommendations for the preferred living shoreline design and an implementation plan for each park.

5.2 Final Report

- Incorporate feedback from City into the final report.
- Deliver the final report to City.

6. Fee

We appreciate the opportunity to submit our lump sum cost proposal for **$59,945**, as defined below in Table 1. Our anticipated delivery timeline for these services is **180 days** following the receipt of Notice to Proceed (NTP).

Table 1 Summary of Costs

Description		Principal	Project Manager	Senior Engineer	Mid Engineer	Jr. Engineer	CADD/GIS	Administrative Support	Estimated Project Total
		$295	$250	$235	$160	$120	$110	$130	
Task1		***2***	***14***	***8***	***12***	***44***	***0***	***2***	***$13,430***
Subtask 1.1	Kick-Off Meeting	2	4	4	0	0	0	2	$2,790
Subtask 1.2	Data Collection and Review	0	10	4	12	44	0	0	$10,640
Task2		***0***	***4***	***0***	***32***	***24***	***0***	***0***	***$9,000***
Subtask 2.1	Field Surveys	0	4	0	32	24	0	0	$9,000
Task3		***1***	***8***	***4***	***28***	***60***	***24***	***0***	***$17,555***
Subtask 3.1	Living Shoreline Design Options	1	8	4	28	36	24	0	$14,675
Subtask 3.2	Economic Feasibility	0	0	0	0	24	0	0	$2,880
Task4		***0***	***4***	***8***	***8***	***0***	***0***	***0***	***$4,160***
Subtask 4.1	Regulatory Roadmap	0	4	8	8	0	0	0	$4,160
Task5		***2***	***8***	***4***	***24***	***56***	***12***	***3***	***$15,800***
Subtask 5.1	Draft Report	0	4	2	16	40	8	1	$9,840
Subtask 5.2	Final Report	2	4	2	8	16	4	2	$5,960
Total Labor Hours		***5***	***38***	***24***	***104***	***184***	***36***	***5***	
Estimated Project Total		**$1,475**	**$9,500**	**$5,640**	**$16,640**	**$22,080**	**$3,960**	**$650**	**$59,945**

7. Closing

We look forward to working with the City's team on this important Project. Please do not hesitate to contact me at the below if you have any questions regarding this proposal.

Regards



Nick Bragaia
Project Manager

786-457-6204
Nick.Bragaia@ghd.com

GENERAL ENGINEERING CONSULTING SERVICES AGREEMENT

This Agreement ("Agreement"), is entered into 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 **GHD Services, Inc.** a [type of entity: corporation] authorized to do business in the State of Florida, with a business address of **3380 Fairlane Farms Road, Suite 16, Wellington, FL 33414**, hereinafter referred to as "VENDOR". In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

WHEREAS, the CITY solicited proposals for a non-exclusive agreement to perform General Engineering Consulting Services, and

WHEREAS, the CITY issued a **Request for Qualification for General Engineering Consulting Services**; and

WHEREAS, RFQ No. CW24-001 defined Scope of Services for General Engineering Consulting Services; and

WHEREAS, the CITY determined that VENDOR was qualified for appointment to perform the scope of services set forth in RFQ No. CW24-001; and

WHEREAS, the CITY Commission on **July 16, 2024**, determined that VENDOR was qualified for appointment to perform the scope of services set forth in the Request For Qualifications RFQ No. CW24-001; and

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the parties agree as follows:

1. SERVICES AND RESPONSIBILITIES.

1.1 VENDOR hereby agrees to perform the General Engineering Consulting Services, by way of individual Task Orders, at the request of the CITY during the term of this Agreement as more particularly described in the **Request for Qualifications RFQ No. CW24-001 for General Engineering Consulting Services**, which is incorporated herein by reference.

The specific projects that may be assigned to the VENDOR are in conjunction with the specific ☒ box next to the Scope Category:

☐ Scope Category A Water Plant Modifications, Capacity and Operations Evaluation
☐ Scope Category B Infrastructure Improvements and Evaluations
☐ Scope Category C Ancillary Studies and Services
☐ Scope Category D Transportation Services
☐ Scope Category E Architectural Services
☐ Scope Category F Hydrogeological Services
☒ **Scope Category G Green Infrastructure, Sustainability, and Resiliency Services**
☐ Scope Category H Geotechnical Services
☐ Scope Category J Civil Land Development Services
☐ Scope Category K Recreation and Parks Services

1.2 The VENDOR agrees to perform work assigned by Task Order(s) (the "Services") under such terms as set forth in the Task Order(s). The Task Order Form is attached hereto as **Exhibit A**. The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.3 VENDOR shall furnish all services, labor, equipment, supplies, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all Services performed under this Agreement shall be done in a professional manner.

1.4 VENDOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional and ethical guidelines established by their profession. If within one year following completion of its services, such services fail to meet the aforesaid standards, and the CITY promptly advises VENDOR thereof in writing, VENDOR agrees to re-perform such deficient services without charge to the CITY.

1.5 The relationship between CITY and VENDOR created hereunder and the services to be provided by VENDOR pursuant to this Agreement are non-exclusive. CITY shall be free to pursue and engage similar relationships with other VENDORS to perform the same or similar services performed by VENDOR hereunder, so long as no other consultant shall be engaged to perform the specific project(s) assigned to VENDOR while VENDOR is so engaged without first terminating such assignment. VENDOR shall be free to pursue relationships with other parties to perform the same or similar services, whether or not such relationships are for services to be performed within the CITY, so long as no such relationship shall result in a conflict of interest, ethical or otherwise, with the CITY's interests in the services provided by VENDOR hereunder.

1.6 The VENDOR is responsible for defects in its work and in the work of its Sub consultants'.

1.7 **PRELIMINARY SERVICES PHASE:** The VENDOR shall prepare preliminary studies and reports, feasibility studies, financial and fiscal studies, and evaluation of existing facilities, preparation of schematic layouts and sketches where required; develop construction budgets, opinions of Probable Construction Cost, and shall consult and confer with the CITY as may be necessary for the CITY to reach decisions concerning the subject matter. The VENDOR shall attend meetings with the CITY Commission and CITY staff as may be required, and provide the CITY with a time schedule which shall include but not be limited to submittal of all milestones related to the project up to delivery of 100% construction documents.

1.7.1 During the preliminary services phase, the VENDOR shall advise the CITY, based on VENDOR'S professional opinion and the current project conditions and reasonably foreseeable conditions of the completeness of existing data and its suitability for the intended purposes of the project; VENDOR to obtain data from other sources; identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the project; provide analyses of the CITY'S needs for surveys; perform site evaluations and comparative studies of prospective site and solutions; and prepare and furnish a report to the City setting forth the VENDOR'S findings and recommendations.

1.7.2 Preliminary design services to be performed by the VENDOR shall include consultation and advice concerning the extent and scope of proposed work and preparation of preliminary design documents consisting of design criteria, preliminary drawings, and outline specifications as well as preliminary estimates of probable Construction Costs. This phase will also include preparation of a preliminary site plan or schematic drawings when appropriate. Up to six (6) copies of the preliminary design documents shall be furnished to the CITY, the exact number needed shall be determined by the CITY.

1.7.3 VENDOR shall provide environmental assessment and impact statements as required to determine the suitability of the site and its surrounds for the proposed project; and/or

1.7.4 Upon authorization of the CITY, the VENDOR will provide advice and assistance relating to operation and maintenance of project or other systems; evaluate and report on operations; assist the CITY in matters relating to regulatory agency operations review or operating permit non-compliance; assist with startup and operator training

for newly installed or modified equipment and processes, and in the preparation of operating, maintenance and staffing manuals for the project.

1.8 **BASIC SERVICES:** The VENDOR shall consult and advise the CITY in the following manner: specifying the extent and scope of the work to be performed; prepare detailed construction drawings and specifications; revise and update, where necessary, previously designed construction plans and specifications, whether in whole or in part, to be incorporated into the proposed work and prepare construction documents and final estimate of probable Construction Cost. The final design services shall be provided in an electronic format, and shall also include furnishing up to six (6) copies of plans and specifications to the CITY; the exact number needed shall be determined by the CITY.

1.9 **FINAL DESIGN SERVICES** shall also include preparation of permit applications as may be required by such agencies as have legal review authority over the project. These applications shall include but not be limited to site plan approvals or other permits and work efforts and shall also consist of meetings at staff level and meetings with the appropriate governing body and the CITY. Unless specifically provided for under the final design phase, permit application services do not include applications requiring environmental impact statements or environmental assessments, consumptive use permits, and landfill permits.

1.9.1 The VENDOR based upon the approved design documents and any adjustments authorized by the CITY in each project, project schedule, or construction budget shall prepare for approval by the CITY, design development documents consisting of drawings and other documents to fix and describe the size and character of each project's civil engineering, environmental, landscape, architectural, structural, mechanical, and electrical systems, and any other requirements or systems, materials and such other elements as may be appropriate for a complete project. The VENDOR shall also advise the CITY of any adjustments to the preliminary estimate of probable Construction Costs.

1.9.2 The VENDOR based on CITY approved design development documents and any further adjustments in the scope or quality of the project or in the construction budget shall prepare Construction Documents within the number of calendar days specified within any notice issued by the CITY. The Construction Documents shall consist of drawings and specifications setting forth in detail the requirements for the construction of the project.

1.9.3 The VENDOR shall assist the CITY in the preparation of the necessary proposal information and forms.

1.9.4 The VENDOR shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements of general market conditions.

1.9.5 The VENDOR shall submit to the CITY for each project, electronic format and up to six (6) copies of the Construction Documents, and a further revised estimate of total probable Construction Cost.

1.9.6 VENDOR shall include in the Construction Documents a requirement that the construction contractor shall provide a final as-built survey of the project in Autocad electronic format by a registered Land Surveyor, and provide marked-up construction drawings to the VENDOR so that the VENDOR can prepare and deliver to the CITY the record drawings in the form required by the CITY and as required.

1.9.7 Prior to final approval of the Construction Documents by the CITY, the VENDOR shall conduct a thorough review and quality control evaluation of the entire work product for compliance with the requirements of any local, state, or federal agency from which a permit or other approval is required. The VENDOR shall make sure that all necessary approvals have taken place.

1.9.8 Prior to each phased submittal, the VENDOR shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly

coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The VENDOR shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

1.9.9 The VENDOR shall signify responsibility for the Contract Documents including technical specifications and drawings prepared pursuant to this Agreement by affixing a signature, date and seal as required by Florida Statutes Chapters 471 and 481, if applicable. The VENDOR shall comply with all of its governing laws, rules, regulations, codes, directives, and other applicable federal, state, and local requirements in preparation of the work.

1.10 The VENDOR shall provide the construction documents, technical specifications, and drawings completed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

1.11 The VENDOR, following the CITY's approval of the Construction Documents and the latest estimate of probable Construction Cost, shall, when so directed and authorized by the CITY, assist the CITY in obtaining proposals or negotiated proposals and assist in preparing contracts for construction.

1.11.1 The VENDOR shall review and analyze the proposals received by the CITY and shall make a recommendation for any award based on the CITY'S Procurement Administrative Policy Manual.

1.11.2 Any Opinion of the Construction Cost prepared by VENDOR represents its judgment as a design professional and is supplied for the general guidance of the CITY. Since VENDOR has no control over market conditions, VENDOR does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the CITY. If the project is not advertised for proposals within three (3) months after delivery of Final Design Plans, through no fault of the VENDOR or if either local market conditions or industry-wide prices have changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit may be adjusted as determined by the CITY'S Representative and as approved by the CITY, if necessary. Additionally, if the CITY expands a project scope of work after the VENDOR renders the Final estimated probable Construction Cost of the Final Design Plans, the VENDOR shall not be responsible for any redesign without compensation, which shall be mutually agreed to by the parties hereto.

1.11.3 The VENDOR shall provide the CITY with a list of recommended prospective bidders.

1.11.4 The VENDOR shall attend all pre-proposal/per-bid conferences.

1.11.5 The VENDOR shall recommend any addenda, through the CITY'S representative as appropriate, to clarify, correct, or change proposal documents.

1.11.6 If Pre-Qualification of bidders is required as set forth in the Request for Proposals, Request for Qualifications or Invitation to Bid (two-step bid process), VENDOR shall assist the CITY, if requested in developing qualifications criteria, review qualifications and recommend acceptance or rejection of the bidders.

1.11.7 If requested, VENDOR shall evaluate proposals and bidders, and make recommendations regarding any award by the CITY.

1.12 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the work after receiving a recommendation from the VENDOR. The VENDOR shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the

concept of the project, and for compliance with the information given by the Construction Documents. The VENDOR shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The VENDOR will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

1.12.1 The CITY shall maintain a record of all change orders, which shall be categorized to the various types, causes, etc. that may be determined useful and necessary for its purpose.

1.12.2 If the VENDOR is not the Construction Manager for the construction, the CITY shall notify the VENDOR within three (3) business days of the discovery of any architectural/engineering error or omission so that the VENDOR can be part of the negotiations resolving the claim between the CITY and the Contractor.

1.13 The VENDOR shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation. The purpose of such review and examination will be to protect the CITY from an unbalanced schedule of values which allocates greater value to certain elements of each project than is indicated by industry standards, supporting documentation, or data. If the schedule of values is not found to be appropriate, it shall be returned to the Contractor for revision for supporting documentation. After making such examination, when the schedule of values is found to be appropriate, the VENDOR shall sign the schedule of values indicated in the belief that the schedule of values constitutes a reasonable, balanced basis for payment of the Application for Payment to the Contractor.

1.14 The VENDOR shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.19 "Resident Project Services" of this Agreement. The VENDOR observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the VENDOR will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the work completed. The VENDOR shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The VENDOR shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the work, nor shall the VENDOR be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. The VENDOR shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the VENDOR shall determine the amount due to the Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the VENDOR will also represent to the CITY that to the best of its information and belief, based on what its observation has revealed, the work is in accordance with the Construction Documents. The VENDOR shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

1.15 The VENDOR shall revise the Construction drawings and submit record or corrected drawings to the CITY to show those changes made during the construction process based on the marked up prints, drawings, and other data furnished by the Contractor. The record drawings shall be provided in electronic format inclusive of conformed PDF files and AutoCad files in a form compatible with the CITY'S version of AutoCad formats for archival purposes.

1.16 The VENDOR shall attend regularly scheduled progress meetings on site bi-monthly or as otherwise determined based on a specific need established prior to construction by the CITY.

1.17 The VENDOR shall review change orders prepared and submitted by the Contractor for the CITY'S approval. VENDOR shall not authorize any changes in the work or time, no matter how minor, without prior written approval by the CITY.

1.18 Each project's construction or demolition shall be considered complete upon compilation of a punchlist by VENDOR, which shall be timely completed by Contractor to the satisfaction of the CITY, written notification to Contractor by VENDOR that all releases of liens are satisfied, and written recommendation by VENDOR for final payment to the Contractor which shall be at the sole discretion of the CITY.

1.19 **RESIDENT PROJECT SERVICES:** During the Construction progress of any work, the VENDOR will, if authorized by the CITY, provide resident project observation services to be performed by one or more authorized employees ("Resident Project Representative") of the VENDOR. Resident Project Representatives shall provide extensive observation services at the project site during construction. The Resident Project Representative will endeavor to identify for the CITY any defects and deficiencies in the work of the Contractor(s). Resident project observation services shall include but are not limited to the following:

a. Conducting all pre-construction conferences;
b. Conducting all necessary construction progress meetings;
c. Observation of the work in progress to the extent authorized by the CITY;
d. Receipt, review coordination, and disbursement of shop drawings and other submittals;
e. Maintenance and preparation of progress reports;
f. Field observation and verification of quantities of equipment and materials installed;
g. Verification of contractors' and subcontractors' payrolls and records for compliance with applicable contract requirements;
h. Maintenance at each project site on a current basis of all drawings, specifications, contracts, samples, permits, and other project-related documents, and at the completion of each project, deliver all such records to the CITY;
i. Preparation, update, and distribution of a project budget with each project schedule;
j. Notification to the CITY immediately if it appears that either each project schedule or each project budget will not be met;
k. Scheduling and conducting monthly progress meetings at which CITY, Engineer, general contractor, trade contractor, utilities representatives, and suppliers can jointly discuss such matters as procedures, progress, problems, and scheduling.
l. Recommending courses of action, and enforcing action selected by the CITY, if so directed by the CITY, if the general and/or trade contractors are not meeting the requirements of the plans, specifications, and Construction Contract;
m. Development and implementation of a system for the preparation, review, and processing of change orders;
n. Maintenance of a daily log of each project;
o. Recording the progress of each project, and submission of written monthly progress reports to the CITY, including information on the Contractors' work and the percentage of completion;
p. Determination of substantial and final completion of work and preparation of a list of incomplete and unsatisfactory items, and a schedule of their completion; and
q. Securing and transmitting to the CITY, required guarantees; affidavits; releases; key manuals; record drawings; and maintenance stocks;

The Resident Project Representative shall also investigate and report on complaints and unusual occurrences that may affect the responsibility of the VENDOR or the CITY in connection with the work. The Resident Project Representative shall be a person acceptable to the CITY, and the CITY shall have the right to employ personnel to observe the work in progress, provided, however, that such personnel as employed by the CITY, and such personnel will be responsible directly to the CITY in the performance of work that would otherwise be assumed and performed by the VENDOR. The Resident Project Representative shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall the Resident Project Representative be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract

Documents. The Resident Project Representative shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the work.

Although VENDOR shall not be responsible for health or safety programs or precautions related to CITY"s activities or those of CITY's other contractors and consultants or their respective subcontractors and vendors ("Contractors"), VENDOR shall nonetheless report to the Resident Project Representative health and safety conditions or deficiencies observed by VENDOR'S employees or representatives. VENDOR shall not be responsible for CITY's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of VENDOR. VENDOR shall not be responsible for inspecting, observing, or correcting health or safety conditions or deficiencies of CITY, Contractors, or others at the project site ("Project Site") other than for VENDOR's employees, sub-consultants, and vendors.

1.20 ADDITIONAL SERVICES

1.20.1 When additional services are necessary, they shall be specified in the written Task Order. Examples of additional non-exclusive services are:

a. Preparation of applications and supporting documents for private or governmental grants, loans, or advances in connection with any particular project.

b. Services to make measured drawings of or to investigate existing conditions or facilities or to verify the accuracy of drawings or other information furnished by or to the CITY.

c. Services resulting from significant changes in the general scope, extent, or character of any particular project or its design, including but not limited to changes in size, complexity, the CITY's schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the VENDOR'S control.

d. Providing renderings or models for the CITY's use.

e. Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.

f. Investigations and studies involving but not limited to, detailed considerations of operations, maintenance, and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.

g. Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment, or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the VENDOR (e.g. defective plans and/or specifications which inhibit contractors from submitting proposals) in which event there shall be no additional cost for the provision of such services.

h. Preparing to serve or serving as a VENDOR or witness for the CITY in any litigation, arbitration, or other legal or administrative proceeding.

i. Additional services in connection with a project not otherwise provided for in this Agreement.

j. Services in connection with a field order or change order requested by the CITY.

k. Providing artwork, models, or renderings as requested by the CITY.

1.21 When required by the Construction Contract documents in circumstances beyond the VENDOR'S control, and upon the CITY'S authorization, it will furnish the following additional services.

a. Services in connection with work changes necessitated by unforeseen conditions encountered during construction.

b. Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the VENDOR.

c. Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the VENDOR or if the VENDOR fails to notify the Contractor of the deficient quality of their workmanship pursuant to VENDOR'S duties as described in the Contract Documents, the VENDOR's additional services shall be deemed part of Basic Services and compensated as such.

d. Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.

e. Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

f. Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the VENDOR in which case such services shall be deemed Basic Services. Except when caused by a design error by the VENDOR, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.22 **CITY'S RESPONSIBILITIES**

1.22.1 The CITY shall do the following in a timely manner so as not to delay the services of the VENDOR:

1.22.2 Designate in writing a person or persons to act as the CITY's representative with respect to the services to be rendered under this Agreement. Such person(s) shall have complete authority to transmit instructions and receive information with respect to the VENDOR'S services for a particular project. The CITY may have multiple CITY Representative(s) or project managers during the performance of this Agreement based on the specific Task Orders from each of the Scope Categories.

1.22.3 Provide all criteria and full information as to the CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

1.22.4 Assist the VENDOR by providing, at the VENDOR's request, all available information pertinent to the Project, including previous reports and any other data relative to the design or construction of the project.

1.22.5 Furnish to the VENDOR, if required for the performance of VENDOR's services (except where otherwise furnished by the VENDOR as Additional Services), the following:

1.22.6 Data prepared by, or services of others, including without limitations borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, and inspection of samples, materials, and equipment;

1.22.6.1 Appropriate professional interpretations of all of the foregoing;

1.22.6.2 Environmental assessment and impact statements;

1.22.6.3 Property, boundary, easement, right-of-way, topographic and utility surveys;

1.22.6.4 Property descriptions;

1.22.6.5 Zoning, deed, and other land use restrictions;

1.22.6.6 Approval and permits required in the CITY's jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the VENDOR; and

1.22.6.7 Arrange for access to make all provisions for the VENDOR to enter upon the CITY's property as required for the VENDOR to perform services under this Agreement.

1.22.6.8 Consistent with the professional standard of care and unless otherwise specifically provided herein, VENDOR shall be entitled to rely upon the accuracy of data and information provided by the CITY or others without independent review or evaluation.

1.23 SEQUENCE OF EVENTS

1.23.1 Following receipt of any Task Order, the VENDOR shall submit to the CITY, at least five (5) business days prior to actual commencement of services, a schedule of services and expenses for approval by the CITY before any services commence. The CITY reserves the right to make changes to the sequence as necessary to facilitate the services or to minimize any conflict with operations.

1.23.2 Task Orders will be issued to the VENDOR in the order in which the CITY wishes, and shall be performed and completed in the order they are issued, unless otherwise specifically permitted by the CITY. Minor adjustments to the timetable for completion approved by the CITY in advance, in writing, shall not constitute non-performance by VENDOR pursuant to this Agreement.

1.23.3 In accordance with the CITY's Purchasing Policy Manual, proposals received by the VENDOR as a result of a Task Order that exceeds the Procurement threshold amount, will require approval from CITY Commission before the execution of services.

1.23.4 When the CITY issues Task Orders to the VENDOR, each authorization shall contain a stated completion schedule. If caused by the negligent errors or omissions of VENDOR, failure of the VENDOR to meet the stated schedule shall constitute a default for which payment for services may be withheld until default is cured. Time extensions will be reviewed upon request for extenuating circumstances.

1.23.5 It is anticipated and intended that the VENDOR will be authorized to begin new Task Order(s) on a "rolling" basis, as some already assigned Task Orders near timely completion. If a subsequent Task Order is issued to the VENDOR before it has completed the current Task Order, the completion date for each Task Order will remain independent of each other so that the VENDOR will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to

complete the "older" Task Orders in a timely manner may adversely impact continued early authorization to start subsequent work.

1.23.6 When the VENDOR has exceeded the stated completion date, including any extension for extenuating circumstances, which may have been granted, a written notice of Default will be issued within seven (7) calendar days of the date that the default became active with a requirement of seven (7) calendar days to cure said default, to the VENDOR and payment for services rendered shall be withheld until such time that the CITY has determined that default has been cured.

1.23.7 Should the VENDOR exceed the assigned completion time, the CITY reserves the right not to issue to the VENDOR any further Task Order(s) until such time as it is no longer in default and the VENDOR has demonstrated to the CITY's satisfaction, the reasons for tardy completion have been addressed and are not likely to be repeated in subsequent Task Orders. This restricted issuance provision may result in the VENDOR not being issued all of the planned work the CITY anticipated in this Agreement. The VENDOR shall have no right to the balance of any work or to any compensation associated with these non-issued Task Orders due to the VENDOR being rendered in default.

1.23.8 Should the VENDOR remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.23.6, the CITY may at its sole option retain another VENDOR to perform any Services arising out of this Agreement and/or terminate this Agreement.

1.24 DEFINITION OF DEFAULT

1.24.1 An event of default shall mean a material breach of this Agreement. Without limiting the generality of the foregoing and in addition to those instances referred to as a material breach, an event of default shall include the following:

a. VENDOR has not performed services on a timely basis due to VENDOR's negligent errors or omissions;
b. VENDOR has refused or failed to supply enough properly skilled personnel;
c. VENDOR has failed to make prompt payments to VENDOR's sub-consultants or suppliers for any services after receiving payment from the CITY for such services or supplies;
d. VENDOR has failed to obtain the approval of the CITY where required by this Agreement;
e. VENDOR has refused or failed to provide the services as defined in this Agreement;
f. VENDOR has filed bankruptcy or any other such insolvency proceeding and the same is not discharged within ninety (90) calendar days of such date;
g. CITY has failed to make payments to VENDOR in accordance with the requirements of this Agreement;

1.24.2 In the event of Default, the VENDOR shall be liable for all damages resulting from the Default including:

a. The difference between the amount that has been paid to the VENDOR and the amount required to complete the VENDOR's Services, provided the fees by the firm replacing the VENDOR are reasonable and the hourly rates do not exceed the VENDOR'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.

b. In the event of default by the City, VENDOR may suspend the Services pending receipt of such payment.

1.24.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of

the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

1.25 VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY.

1.26 The CITY's Representative during the performance of this Agreement shall be Keith Webber, or Designee.

1.27 The VENDOR's Representative during the performance of the Agreement shall be Jose Perez Morales (Jose.Morales@ghd.com).

2. **TERM.** The initial Agreement period shall be for an initial term of two (2) years, commencing on **11/19/2024**, and shall remain in effect through **11/18/2026**. The City reserves the right to automatically renew the Agreement for two (2) two-year renewals subject to termination clause(s) as provided herein. The City requires firm fixed rates for the initial agreement term. Either party must give a sixty (60) calendar day(s) written notice prior to the Agreement anniversary date of the intent to not renew for the renewal term. The initial term and any exercised renewal terms are collectively referred to as the "Term." Automatic renewal terms will be based on the same terms, conditions, pricing, specifications, and services herein. The VENDOR understands and acknowledges that all services to be performed will be governed by this Agreement and that there is no guarantee of any assignment, minimum amount of professional services, compensation, or future work being given to the VENDOR.

3. **Limited Term Extension**: The CITY may, at its sole discretion and without further City Commission action, extend the term of this Agreement for an additional one-hundred and eighty (180) calendar days (the "limited term extension") by filing a written notice signed by the Vendor and the City's Purchasing Department. At no time shall this limited term extension extend more than one-hundred eighty (180) calendar days beyond the expiration date of this Agreement without further City Commission approval. The VENDOR will be reimbursed for these services at the rate in effect when this limited term extension clause was invoked by the CITY.

4. **TIME OF PERFORMANCE / METHOD OF ORDERING SERVICES.**

4.1. Services under this Agreement shall commence upon the CITY's written notice to the VENDOR through an executed Task Order. The VENDOR shall perform all Services and provide all work products required pursuant to this Agreement and the specific Task Order by the sequence of events, or unless the CITY grants an extension of time in writing.

4.2. Limitations. No Task Order issued under this Agreement will be valid if the estimated construction cost of the specific project or the study activity fee exceeds the amounts set forth in Section 287.055, Florida Statutes.

4.3. VENDOR shall complete each Task Order executed during the Term without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

5. **PAYMENT**. The VENDOR shall be paid by the CITY for completed work and for Services rendered as follows:

a. Payment for the Services provided by VENDOR shall be made in accordance with the Fee Schedule as provided in **Exhibit B** attached hereto.

b. 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 Services.

c. Compensation for vendor's sub-consultants will be negotiated based on each Task Order. Compensation will be through a direct mark-up in accordance with the Fee Schedule attached

hereto. Sub-consulting services shall be approved by the City's representative in writing prior to performance of the sub-consulting work. Consulting time for processing and management of the VENDOR's sub-consultant shall not be included in direct cost as the direct mark-up is applied for management efforts.

d. The VENDOR may submit invoices to the CITY once per month during the progress of the Srevices 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.

e. In certain cases where incremental billing for partially completed Services is permitted by the CITY's representative, the total incremental billings shall not exceed the percentage of estimated completion of identifiable deliverables or accepted deliverables as of the billing date.

f. Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the VENDOR shall submit a not-to-exceed proposal to the CITY's representative for prior approval based on estimated labor hours and hourly rates, which shall not exceed the established hourly rates set forth in the Fee Schedule, plus any sub-consultant services and other related costs supporting the proposed Services. The CITY shall not be obligated to reimburse the VENDOR for costs incurred in excess of the total not-to-exceed cost amount.

g. Final payment of any balance due to the VENDOR of the total Task Order price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Services under this Agreement and its acceptance by the CITY.

h. Final Invoice: In order for both parties herein to close their books and records, the VENDOR will clearly state "Final Invoice" on the VENDOR's final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any other further charges, if not properly included on this invoice, are considered waived by the VENDOR.

i. 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 five (5) years after the termination of the Agreement. Copies shall be made available upon request.

j. Hourly rates shall remain fixed and firm for the initial two (2) year period of this Agreement. Cost of subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes as determined by the City, have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumer Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S. Department of Labor. The yearly increase or decrease in the CPI shall be based on the latest index published and available ninety (90) calendar days prior to the end of the Agreement year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) calendar days prior to the Agreement anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of this Agreement. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the VENDOR, a reasonable reduction in costs that reflect such changes in the industry. All rate increases above 2% must be approved by the City Commission on the recommendation of the Director of Financial Services.

k. The CITY may after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement may be canceled by the CITY upon giving thirty (30) calendar days' written notice to the VENDOR.

l. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **OWNERSHIP AND USE OF DOCUMENTS.** Upon completion of any project / Task Order and final payment to VENDOR, 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. Notwithstanding the foregoing, the VENDOR shall maintain the rights to reuse standard details and other design copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with VENDOR's endeavors. Any use of the documents for purposes other than as originally intended by this Agreement, without the written consent of VENDOR, shall be at the CITY's sole risk and without liability to VENDOR and VENDOR's sub-consultants.

7. **FUNDING.** This Agreement shall remain in full force and effect only as long as the expenditures provided in the Agreement have been appropriated by the CITY in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

8. **WARRANTIES AND REPRESENTATIONS.** VENDOR represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Agreement and that it will retain and assign qualified professionals to all assigned projects during the term of this Agreement. VENDOR's Services shall meet or exceed the standard of care and skill ordinarily used by members of VENDOR's profession practicing under similar circumstances. In submitting its response to the RFQ, VENDOR has represented to CITY that certain individuals employed by VENDOR shall provide services to CITY pursuant to this Agreement. CITY has relied upon such representations. Therefore, VENDOR shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent may be withheld in the sole and absolute discretion of the CITY.

9. **COMPLIANCE WITH LAWS.** VENDOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances, and regulations that are applicable to the services to be rendered under this Agreement.

10. **INDEMNIFICATION.**

A. The VENDOR shall indemnify and hold harmless CITY and its current, past, and future officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of VENDOR or other persons employed or utilized by VENDOR in the performance of this Agreement. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

PURSUANT TO FLORIDA STATUTE, NO INDIVIDUAL DESIGN PROFESSIONAL EMPLOYED BY OR ACTING AS AN AGENT OF VENDOR MAY BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM THE NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS AGREEMENT

11. **INSURANCE.**

A. During the performance of the services under this Agreement, VENDOR shall maintain the following insurance policies, and provide originals or certified copies of all policies to CITY's Risk Management Director. All policies shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

a. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees

with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

b. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations, and Contractual Liability with specific reference to Article 7, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain 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. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) calendar days prior written notice to the CITY.

c. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

d. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

e. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow the form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded to the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage in limits except after thirty (30) calendar days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Risk Management Director. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

12. **INDEPENDENT VENDOR/CONTRACTOR.** The VENDOR and the CITY agree that the VENDOR is an independent vendor/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.

13. **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 Agreement, and that it 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 Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. **TRUTH-IN-NEGOTIATION CERTIFICATE.**

    A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged the VENDOR's most favored customer for the same or substantially similar service.

    B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside VENDORs. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

15. **SUBCONTRACTING.**

    A. VENDOR shall not utilize the services of any sub-consultant without the prior written approval of CITY

    B. The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. If the VENDOR uses any sub-consultants on this project, the following provisions of this Article shall apply:

    C. If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the Services in a timely fashion, the VENDOR shall promptly do so, subject to acceptance of the new sub-consultant by the CITY. The substitution of a sub-consultant shall not be adequate cause to excuse a delay in the performance of any portion of this Agreement as set forth in the Scope of Work or applicable Task Order.

    D. The VENDOR, its sub-consultants, agents, servants, or employees agree to be bound by the terms and conditions of this Agreement and its agreement with any sub-consultant for work to be performed for the CITY the VENDOR must incorporate the terms of this Agreement.

16. **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.

17. **ASSIGNMENT.** The VENDOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

18. **NON-WAIVER.** A waiver by either CITY or VENDOR of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

19. **TERMINATION.**

A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the VENDOR shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the VENDOR abandons the Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

B. **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should VENDOR 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 VENDOR of written notice of such neglect or failure.

20. **DISPUTES.**

A. Any and all legal action necessary to enforce the terms of this Agreement shall be governed by the laws of the State of Florida. Any legal action arising from the terms of this Agreement shall be submitted to a court of competent jurisdiction exclusively located in Palm Beach County.

B. **Correction of Work**. If, in the judgment of CITY, work provided by VENDOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that VENDOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and/or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

C. **Remedies in Default**. In case of default by VENDOR, CITY shall notify VENDOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct VENDOR to comply with all provisions of the Agreement. If the abandonment, delay, refusal, failure, neglect, or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify VENDOR of such declaration of default and terminate the Agreement.

a. Upon such declaration of default, all payments remaining due VENDOR at the time of default, less all sums due CITY for damages suffered or expenses incurred by reason of default, shall be due and payable to VENDOR.

b. CITY may complete the Agreement, or any part thereof, either by day labor, use of a subcontractor, or by re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to VENDOR together with the costs incident thereto to such default.

c. In the event CITY completes the Agreement at a lesser cost than would have been payable to VENDOR under this Agreement, if the same had been fulfilled by VENDOR, CITY shall retain such differences. Should such cost to CITY be greater, VENDOR shall pay the amount of such excess to the CITY.

d. Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by VENDOR fails to meet reasonable standards of the trade after CITY gives written notice to the VENDOR of the deficiencies as set forth in the written notice within thirty (30) calendar days of the receipt by VENDOR of such notice from CITY.

21. **UNCONTROLLABLE FORCES.**

21.1 Neither the CITY nor VENDOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood,

earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

21.2 Neither party shall, however, be excused from performance if non-performance is due to forces, which are preventable, removable, or remediable, and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

22. **CITY PROVIDED INFORMATION AND SERVICES.**

22.1 CITY shall furnish VENDOR available studies, reports, and other data pertinent to VENDOR'S services; obtain or authorize VENDOR to obtain or provide additional reports and data as required; furnish to VENDOR services of others required for the performance of VENDOR's Services hereunder, and VENDOR shall be entitled to use and rely upon all such information and services provided by CITY or others in performing VENDOR's Services under this Agreement.

23. **ESTIMATES AND PROJECTIONS.**

23.1 In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, VENDOR has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, VENDOR makes no warranty that CITY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from VENDOR's opinions, analyses, projections, or estimates.

24. **THIRD PARTIES.**

24.1 The services to be performed by VENDOR are intended solely for the benefit of CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on VENDOR's performance of its services hereunder, and no right to assert a claim against VENDOR by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of VENDOR's services hereunder.

25. **NOTICES**. Notices to the CITY shall be sent to the following address:

Daniel Dugger, City Manager
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435
Telephone No. (561) 742-6000

Notices to VENDOR shall be sent to the following address:

ATTN:	Brian Moore; Jose Morales; Meeghan Casey
	GHD Services, Inc.
Address:	3380 Fairlane Farms Road
	Suite 16
	Wellington, FL 33414
Phone:	561-688-9008 ; 813-971-3882
Email:	brian.moore@ghd.com ; jose.morales@ghd.com ; meeghan.casey@ghd.com

26. **INTEGRATED AGREEMENT.** This Agreement, together with RFQ and any addenda and/or attachments, represents the entire and integrated Agreement between the CITY and the VENDOR 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 VENDOR.

27. **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 Agreement term and, following completion of the Agreement, VENDOR shall maintain in a secured manner 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 Agreement, 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.

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 AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
TELEPHONE: 561-742-6060
CityClerk@bbfl.us

28. E-VERIFY.

28.1 VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

Definitions for this Section:

A. "Contractor, Vendor, Proposer, Consultant" 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.

B. "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.

C. "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.

28.1.2 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. 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 Agreement;

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. By entering into this Agreement, 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.

28.1.3 Contract Termination. 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

29. **SCRUTINIZED COMPANIES 287.135 and 215.473.** By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. 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 VENDOR of the CITY's determination concerning the false certification. VENDOR shall have five (5) calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, VENDOR shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If 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.

30. **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.

31. **CONFLICTS.** If there is a conflict or inconsistency between any term, statement, requirement, or provision of this Agreement, Exhibits, any Task Order, VENDOR's Proposal, or other documents incorporated into this Agreement, such conflict shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) any Task Order, (3) the RFQ, and (4) VENDOR's Proposal.

32. **COMPLIANCE WITH STATE ENERGY POLICY AND CONSERVATION ACT.** VENDOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

33. **DOMESTIC PREFERENCE FOR PROCUREMENTS.** As appropriate and to the extent consistent with law, the VENDOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items

and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

34. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS.** If applicable, the VENDOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this Agreement, VENDOR will identify such data and grant to the CITY or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, VENDOR will deliver to the VENDOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this Agreement in formats acceptable by VENDOR.

35. **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. Prior to VENDOR and any subcontractor having access to personal identifying information pursuant to this Agreement, VENDOR and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by 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. 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.

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. **COUNTRIES OF CONCERN**. VENDOR represents that it is, and for the duration of the Term will remain, in compliance with Section 286.101, Florida Statutes.

38. **DULY LICENSED**. VENDOR represents that it is duly licensed in Florida to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

SIGNATURE PAGE FOLLOWS

"This Agreement will take effect once signed by both parties. 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 hereto have executed this Agreement in multiple copies, each of which shall be considered an original on the following dates:

DATED this 19th day of November, 2024.

CITY OF BOYNTON BEACH

Ty Penserga, Mayor 11/21/2024

Chrissi Harding
(Authorized Official Name), (Vendor)

Chrissi Harding
Print Name of Authorized Official

Business Group Leader, VP
Title

(Corporate Seal)

Attest/Authenticated:

Witness

JOSE MORALES
Print Name

Approved as to Form:

Shawna S. Lamb
Shawna G. Lamb, Office of the City Attorney

Attest/Authenticated:

Maylee De Jesus, City Clerk

EXHIBIT B
Fee Schedule

PERSONNEL CLASSIFICATIONS	HOURLY RATE
Principal	$295
Project Manager	$250
Senior Engineer	$235
Mid Engineer	$160
Jr. Engineer	$120
Sr. Scientist/Geologist	$150
Mid Scientist/Geologist	$140
Jr. Scientist/Geologist	$100
Technician	$80
CADD/GIS	$110
Administrative Support	$130

Reimbursable Expenses:

Direct costs such as postage, prints, and delivery services will be billed at cost.

Mark-up % Sub-Consultants Fee: ___10_____%

ATTACHMENT "A"

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 a Certificate is provided upon selection of vendor.)* Thefollowing 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 orlower 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 Employe	$ 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

INSURANCE ADVISORY FORM

ATTACHMENT "B"

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

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: Oct 7, 2024

Entity: GHD Services

Signed: Chrissi Harding

Name: Chrissi Harding

Title: VP

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 7 day of October, 2024, by Chrissi Harding, as Vice President for GHD Services, who is personally known to me or who has produced _____ as identification.

CHERYL TIDWELL
Notary Public - State of Florida
Commission # HH 321249
My Comm. Expires Oct 12, 2026
Bonded through National Notary Assn.

Notary Public Signature: Cheryl Tidwell

Print Name: Cheryl Tidwell

State of Florida at Large (Seal)

My commission expires: October 12, 2026

Affidavit of Compliance with Foreign Entity Laws must be completed and returned with the signed Agreement

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: Oct. 7, 2024

Entity: CHD Services

Signed: Chrissi Harding

Name: Chrissi Harding

Title: VP

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7 day of October of, 2024, by ~~____~~, as Chrissi Harding as Vice President for CHD Services, who is personally known to me or who has produced _____ as identification.

CHERYL TIDWELL
Notary Public - State of Florida
Commission # HH 321249
My Comm. Expires Oct 12, 2026
Bonded through National Notary Assn.

Notary Public Signature: Cheryl Tidwell

State of Florida at Large (Seal)

Print Name: Cheryl Tidwell

My commission expires: October 12, 2026

Affidavit of Compliance with Anti-Human Entity Laws must be completed and returned with the signed Agreement

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/12/2025

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 Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@wtwco.com
INSURED GHD Services Inc. 2055 Niagara Falls Blvd., Suite 3 Niagara Falls, NY 14304	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Allied World Assurance Company US Inc — 19489 INSURER B : Zurich American Insurance Company — 16535 INSURER C : Beazley Insurance Company Inc — 37540 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W37722350 **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: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		0310-4497	12/01/2024	12/01/2025	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 $ 1,000,000 $ 50,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] Coll Ded: $500 [X] Comp Ded: $250			BAP 3757423-09	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Physical Damage	$ 2,000,000 $ $ $ $ 100,000.00
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			0310-4498	12/01/2024	12/01/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 0380936-09	07/01/2024	07/01/2025	[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	Professional Liability			V29594240601	12/01/2024	12/01/2025	Each Claim: Aggregate:	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GHD Project no.12628885, RFQ-CW24-001 General Engineering Consulting Services

City of Boynton Beach is included as an Additional Insured as respects to General Liability where required by contract or agreement.

Waiver of Subrogation applies in favor of Additional Insured with respects to Workers Compensation where required by

CERTIFICATE HOLDER

City of Boynton Beach
100 East 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

Patricia A Forry

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED GHD Services Inc. 2055 Niagara Falls Blvd., Suite 3 Niagara Falls, NY 14304
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

written contract, agreement or permit where permissible by law or statute.

Coverage for Contractual Liability is provided under the General Liability policy.

Excess Liability follows form over General Liability, Auto Liability and Employer's Liability.

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SR ID: 27279908 BATCH: 3829423 CERT: W37722350

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

© 1983 National Council on Compensation Insurance.

POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: **Where required by written contract**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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POLICY NUMBER: 0310-4497

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: **Where required by written contract**
Location And Description of Completed Operations: **Where required by written contract**
Additional Premium: **N/A**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-108- Awarding Request for Proposal No. PD25-015 for Towing and Storage Services to Kauff's of Palm Beach, Inc., and Becks Towing and Recovery, Inc., and approving agreements with both Contractors.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-108.

Explanation of Request: Towing contracts are essential for the City of Boynton Beach to ensure public safety, maintain the orderly traffic flow, and provide reliable and timely removal of vehicles that are abandoned, illegally parked, or involved in accidents. A formal agreement allows the City to establish consistent service standards, pricing structures, and response times, protecting the City and its residents from inconsistent or predatory practices. Additionally, having a towing contract ensures accountability and compliance with local, state, and federal regulations. It also provides the Police Department with a dependable partner to support law enforcement activities, including vehicle impoundments and crime scene management.

The City's current towing contract has expired and is now in the final six months of its extension. In response, the Police Department, in collaboration with the Procurement Division, issued a Request for Proposal (RFP) to secure a new non-exclusive franchise agreement for towing and storage services. The RFP was released on November 6, 2024, and the solicitation period closed on December 6, 2024. By the deadline, the City received three proposal submittals.

The City formed an evaluation committee to review the three proposal submissions in accordance with the criteria outlined in the RFP. The committee convened on January 13, 2025, to discuss the proposals and determined that site visits to the proposed towing facilities would be necessary to ensure compliance with RFP requirements. On January 28, 2025, the evaluation committee conducted on-site inspections of each towing location.

Following the visits, the committee reconvened on February 4, 2025, for a final evaluation meeting to review the site assessments and proposal details. Based on their findings, the committee concluded that it would be most advantageous for the City to award the agreement to two qualified vendors. Under this arrangement, the vendors will be rotated on a per-call basis, effectively sharing the workload and ensuring service coverage while fostering competition and operational efficiency.

How will this affect city programs or services? In Boynton Beach, having multiple

franchise towing services is crucial because it fosters competition, leading to improved response times, and enhanced service quality. This competitive environment not only benefits consumers during emergencies by providing more options but also encourages towing companies to maintain high standards in customer service. Moreover, the county sets the towing rates in accordance with Florida Statutes, with additional oversight provided by the County of Palm Beach Ordinance rate. This dual regulatory framework ensures that pricing remains transparent and standardized across all providers, protecting consumers from excessive fees and promoting fairness and accountability within the towing industry.

Budgeted Item: Yes

Account Line Item and Description: 001-0000-323.90-01- Revenue account for Administrative Fees collected and remitted to the City in accordance with Ord. 23-009.

Fiscal Impact: The City will benefit with the fees collected, as funds will be used to assist innocent victims cover towing and storage fees of their vehicles. It will potentially allow us to build our own evidentiary vehicle storage facility which will create better chain of custody ensuring greater prosecution outcomes.

Attachments:
R25-108 Agenda_Item_2892-2025_Resolution_for_RFP_PD25-015_Award.docx
Exhibit A to Resolution Kauff_s_of_Palm_Beach_-_Vendor_Signed_Agreement.pdf
Exhibit B to Resolution Becks_Towing_and_Storage_Services_-_Vendor_Signed_Agreement.pdf
RFP - Towing and Storage Final TP rev (11-26-24).pdf
PD25-015R - Kauff's of Palm Beach Proposal.pdf
PD25-015R Beck's Towing & Recovery Service - Proposal.pdf

RESOLUTION NO. R25-108

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING REQUEST FOR PROPOSAL NO. PD25-015 FOR TOWING AND STORAGE SERVICES TO KAUFF'S OF PALM BEACH, INC., AND BECKS TOWING AND RECOVERY, INC., AND APPROVING AGREEMENTS WITH THE AWARDED CONTRACTORS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City's current towing contract has expired and is now in the final six months of its extension; and

WHEREAS, the City issued a Request for Proposal ("RFP") to secure a new non-exclusive franchise agreement for towing and storage services; and

WHEREAS, City staff, after the evaluation of proposals has determined that it would be most advantageous for the City to award the agreement to two qualified vendors, whose services will be rotated on a per-call basis, effectively sharing the workload and ensuring service coverage while fostering competition and operational efficiency; 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 RFP No. PD25-015 for Towing and Storage Services to Kauff's of Palm Beach, Inc., and Becks Towing and Recovery, Inc. ("Contractors"), and approve agreements with the awarded Contractors.

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 RFP No. PD25-015 for Towing and Storage Services to Kauff's of Palm Beach, Inc., and Becks Towing and Recovery Inc.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve a Towing and Storage Services Agreement between the City and Kauff's of Palm Beach, Inc., (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, does hereby

approve a Towing and Storage Services Agreement between the City and Becks Towing and Recovery Inc., (the "Agreement"), in form and substance similar to that attached as Exhibit B.

SECTION 5. 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 Agreements or necessary to accomplish the purposes of the Agreements and this Resolution.

SECTION 6. The City Clerk shall retain the fully executed Agreements as a public record of the City. A copy of the fully executed Agreement shall be provided to Rhonda Kaplan to forward to the Contractors.

SECTION 7. This Resolution shall take effect in accordance with 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 – 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

TOWING AND STORAGE SERVICES

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND KAUFF'S OF PALM BEACH, INC.

THIS AGREEMENT ("Agreement") is entered into 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 KAUFF'S OF PALM BEACH, INC. a Florida Profit Corporation with a business address of 4010 THOR DRIVE, Boynton Beach, Florida 33426, hereinafter referred to as the "CONTRACTOR." In consideration of the mutual benefits, terms, and conditions hereinafter specified, the Parties agree as set forth below.

1. **PROJECT DESIGNATION**. The CONTRACTOR is retained by the CITY to provide nonexclusive franchise rights for towing and storage services required by the CITY or through the Boynton Beach Police Department.

2. **SCOPE OF SERVICES**. CONTRACTOR agrees to perform the services required for Towing and Storage Services. The Towing and Storage Services are described in greater detail in RFP No. PD25-015 (the "RFP"), CONTRACTOR shall comply with the requirements, scope of work, and specifications as enumerated in the RFP incorporated herein and CONTRACTOR's Proposal, copies of which are attached hereto as **Composite Exhibit A**. In the event of a conflict between the RFP, this Agreement, and CONTRACTOR's Proposal, this Agreement shall take precedence, then the RFP, and then the Proposal.

3. **TIME FOR PERFORMANCE**. Work under this Agreement shall commence upon the giving of written notice by the CITY to the CONTRACTOR to proceed. CONTRACTOR shall perform all services and provide all work product required pursuant to this Agreement.

4. **TERM**. The initial Agreement period shall be for an initial term of two (2) years, commencing on May 6, 2025, and shall remain in effect through May 6, 2027. The CITY reserves the right to renew the Agreement for three (3) one-year renewals subject to CONTRACTOR acceptance, satisfactory performance as determined by the CITY, and determination by the CITY that renewal will be in the best interest of the CITY.

5. **FEES, RATES, AND PAYMENT**. CONTRACTOR shall remit the Administrative Fee established in Section 14.5-1 of the City Code of Ordinances to the City on a monthly basis and provide an accounting pursuant to the terms of the RFP. CONTRACTOR shall charge an amount not to exceed the rates set forth in the Schedule of Prices for all non-consent tows, which shall be the then-current maximum fees established by Palm Beach County as amended from time to time. CONTRACTOR is responsible for collecting non-consent tow fees before releasing the vehicle. The CONTRACTOR shall be paid by the CITY for completed work and for services rendered in accordance with the terms of the RFP. The Schedule of Prices is attached as **Exhibit B** to this Agreement, which shall be automatically amended each year when Palm Beach County updates its schedule of Maximum Towing Rates. Invoices and payments shall be processed in accordance with the following:

   A. Payment for the work provided by CONTRACTOR shall be made promptly on all invoices submitted to the CITY properly, provided that the total amount of payment to CONTRACTOR shall not exceed the total contract price without express written modification of the Agreement signed by the CITY.

B. The CONTRACTOR 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 CONTRACTOR in the amount approved.

C. Final payment of any balance due the CONTRACTOR 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 CONTRACTOR'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 five (5) years after the termination of the Agreement. Copies shall be made available upon request.

F. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **ROTATION.** The parties acknowledge that the CITY has awarded multiple towing and storage services contracts. Calls for service will be assigned on a per-type rotation basis. The three rotation types are Standard (which includes Class A & B), Heavy Tow (Class C & D), and Free/City Tow. The CITY will designate the starting CONTRACTOR for each rotation prior to the contract start date. When a single incident requires two rotation types, the CITY will call the appropriate contractor from each category to respond to their respective tow types. The CONTRACTOR shall respond and arrive at the requested location within thirty (30) minutes after notification with appropriate towing equipment to handle the towing call requested by any authorized representative of the CITY. If the assigned CONTRACTOR does not respond within 30 minutes, the CITY reserves the right to cancel the service request and assign it to the next contractor in the rotation. The non-responding CONTRACTOR will be considered to have received their turn in the rotation regardless of their failure to respond.

   Upon arrival at any accident scene for which a tow is requested, the CONTRACTOR's tow truck operators will remove from the site any hazardous debris, spilled petroleum products, or volatile items unless directed otherwise by the fire department or law enforcement agency.

   If, in the CITY's sole discretion, CONTRACTOR lacks the necessary equipment to provide the towing, wrecker, and storage service required at a particular time or place, CITY may, at its sole discretion, call upon another towing or wrecker service, whether under contract or not, to provide some or all of the equipment or services required for that specific incident. In such cases, the CONTRACTOR lacking the necessary equipment will be considered to have received their turn in the rotation.

7. **OWNERSHIP AND USE OF DOCUMENTS**. All documents, drawings, specifications, and other materials produced by the CONTRACTOR 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 CONTRACTOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference, and use in connection with CONTRACTOR's endeavors.

8. **COMPLIANCE WITH LAWS**. CONTRACTOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida, Palm Beach County, and City of Boynton Beach ordinances and regulations that are applicable to the services to be rendered under this agreement, including but not limited to, the City's Towing Ordinance, the Palm Beach County Towing Ordinance, and Chapter 713, Florida Statutes

9. **INDEMNIFICATION**.

   A. The CONTRACTOR shall indemnify and hold harmless the CITY, its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the CONTRACTOR, its employees, agents, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

   B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

   C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

10. **INSURANCE**

   A. During the performance of the services under this Agreement, CONTRACTOR shall maintain the following insurance policies and provide originals or certified copies of all policies to CITY's Director of Risk Management. All policies shall be written by an insurance company authorized to do business in Florida. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

      i. **Worker's Compensation Insurance**: The CONTRACTOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Boynton Beach, executed by the insurance company.

      ii. **Comprehensive General Liability**: The CONTRACTOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 8, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly

or indirectly from the performance of this Agreement. CONTRACTOR shall maintain 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. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The CONTRACTOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The CONTRACTOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

~~iv. **Professional Liability (Errors and Omissions) Insurance**: The CONTRACTOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.~~

v. **Garage Keepers Liability Insurance:** The CONTRACTOR shall procure and maintain for the life of this Agreement, Garage Keepers Insurance in an amount no less than $1,000,000.00. Such coverage shall provide for the following perils: fire, theft, vandalism, and collision.

vi. **On-Hook Towing Insurance:** The CONTRACTOR shall procure and maintain for the life of this Agreement, On-Hook Towing & Cargo Insurance in an amount not less than $100,000.00. Such coverage shall provide for the following perils: fire, theft, explosion, vandalism, and collision.

vii. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow form of the General Liability, Auto Liability, and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. CONTRACTOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees, or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement and shall be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party, reduced in coverage in limits except after thirty (30) days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Director of Risk Management. The CITY

reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

11. **INDEPENDENT CONTRACTOR.** The CONTRACTOR and the CITY agree that the CONTRACTOR 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 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 contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONTRACTOR, or any employee of CONTRACTOR.

12. **COVENANT AGAINST CONTINGENT FEES.** The CONTRACTOR warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this 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 CONTRACTOR 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.

13. **DISCRIMINATION PROHIBITED**. The CONTRACTOR, 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.

14. **ASSIGNMENT**. The CONTRACTOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

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. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon thirty (30) days of written notice by the terminating party to the other party for such termination in which event the CONTRACTOR shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the CONTRACTOR abandons the Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the CITY against loss pertaining to this termination.

    B. **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, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

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 exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

18. **NOTICES**. Notices to the CITY shall be sent to the following address:

Daniel Dugger, City Manager
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

Notices to CONTRACTOR shall be sent to the following address:

ATTN: Sean Loscalzo
Address: 4010 Thor Drive
Boynton Beach, Florida 33426
Phone: 561-844-5283
Email: sloscalzo@kauffstowing.com

19. **INTEGRATED AGREEMENT**. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the CITY and the CONTRACTOR 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 CONTRACTOR.

20. **PUBLIC RECORDS**. 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.

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:

CITY CLERK
100 E. OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CITYCLERK@BBFL.US

21. **SCRUTINIZED COMPANIES**. By execution of this Agreement, 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 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 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 to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

22. **E-VERIFY**. 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 herein below.

    A. Definitions for this Section:

        i. "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.

        ii. "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.

        iii. "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.

    B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

ii. All persons (including 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

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

23. MISCELLANEOUS.

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. CITY and CONTRACTOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.

C. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

D. Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the CONTRACTOR, as well as all suppliers and subcontractors who worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR in connection with this Agreement.

E. At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this

Agreement.

F. It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, city, state, and federal agencies as applicable.

G. This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement is intended by the parties hereto to be the final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation, and the CONTRACTOR's bid proposal, this Agreement shall govern then, the solicitation, and then the bid proposal. This Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

H. This Agreement will take effect on the Effective Date. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

24. 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.

25. TRUTH-IN-NEGOTIATION CERTIFICATE.

A. Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged to the CONTRACTOR's most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

26. ENTITIES OF FOREIGN CONCERN. CONTRACTOR will have access to an individual's personal identifying information under this Agreement. CONTRACTOR represents and certifies: (i) 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 CONTRACTOR; and (iii) CONTRACTOR is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to CONTRACTOR and any subcontractor having access to personal identifying information pursuant to this Agreement, CONTRACTOR and any subcontractor shall submit to CITY executed affidavit(s) under penalty of perjury, in a form approved by 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.

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.

27. **ANTI-HUMAN TRAFFICKING**. On or before the Effective Date of this Agreement, CONTRACTOR shall provide CITY with an affidavit attesting that the CONTRACTOR does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

28. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701.** CONTRACTOR is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the CITY will not request documentation of or consider CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR is a responsible CONTRACTOR. CONTRACTOR is further notified that the CITY's governing body may not give preference to a CONTRACTOR based on the CONTRACTOR's social, political, or ideological interests.

This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, whether signed physically or electronically, 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 OF THE FOREGOING, the Parties have set their hands and seals the day and year written below.

CITY OF BOYNTON BEACH

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
Shawna Lamb, City Attorney

_____
Date

KAUFF'S OF PALM BEACH, INC.

Sean Loscalzo
Signature of Authorized Official

Sean Loscalzo
Name of Authorized Official

Vice President
Title

4-3-2025
Date

(Corporate Seal)
Attest/Authenticated:

Lindsey Burns
Witness

Attest/Authenticated:

_____

Maylee DeJesus, City Clerk

_____

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Floricla)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 4th day of April, 2025 by Sean Loscalzo on behalf of Kauffs of Palm Beach, a FL. Corp. He/she is personally known to me or has produced personally as identification.

NATALIE LYN HUNTER
Notary Public - State of Florida
Commission # HH 435693
My Comm. Expires Aug 27, 2027
Bonded through National Notary Assn.

Natalie Lyn Hunter
NOTARY PUBLIC

Natalie L. Hunter
(Name of Notary Typed, Printed or Stamped)

Office Manager
Title or Rank

NA
Serial number, if any

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/4/2025

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 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
Kapnick Insurance Group
333 Industrail Drive
Adrian MI 49221-7801

CONTACT NAME: Misty Riley
PHONE (A/C, No, Ext): 517-266-6543 FAX (A/C, No): 517-263-6658
E-MAIL ADDRESS: misty.riley@kapnick.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Interstate	32620
INSURER B : Vanliner Insurance Company	21172
INSURER C : Oxford Insurance Company NC LLC	16817
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KAUFINC-01
Kauffs of Palm Beach Inc.
4701 East Ave
West Palm Beach FL 33407

COVERAGES **CERTIFICATE NUMBER: 1436913086** **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:	Y		GFA4430001-04	5/6/2024	5/6/2025	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 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y		GFA4430001-04	5/6/2024	5/6/2025	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 $	Y		605-24-NC	5/6/2024	5/6/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	GFW4430001-04	5/6/2024	5/6/2025	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
A A A	Cargo/ On Hook Garagekeepers Leased/Rented/Borrowed Equipment			GFC4430001-04 GFA4430001-04 LJI0000088-04	5/6/2024 5/6/2024 5/6/2024	5/6/2025 5/6/2025 5/6/2025	Per Truck Limit See Notes Limit	See Schedule 350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cargo & On-Hook Deductible: See Attached

Garagekeepers' Limits:
4701 East Ave. West Palm Beach, FL 33407- $600,000
516 Commerce Way Jupiter, FL 33458- $250,000
4010 Thor Drive Boynton Beach, FL 33426- $500,000
1521 Neptune Drive, Boynton Beach, FL 33426 - $500,000

See Attached...

CERTIFICATE HOLDER

The City of Boynton Beach
100 E. Ocean Avenue
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
James A Kapnick

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AGENCY CUSTOMER ID: KAUFINC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Kapnick Insurance Group	Kauffs of Palm Beach Inc. 4701 East Ave West Palm Beach FL 33407
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Garagekeepers' Comp deduct: $500 per auto, $2,500 max per claim Coll deduct: $500

Personal Injury Protection $10,000 each accident
Bodily Injury - Combined Single Limit - Each Accident $1,000,000

Uniform Intermodal Interchange/Trailer Interchange Coverage Limit $250,000 with $1,000 Deductible

AUTOMATIC STATUS POLICY FORMS (WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH NAMED INSURED, PER POLICY TERMS & CONDITIONS)

GENERAL LIABILITY

--Additional Insureds
--CG 20 10 (04 13)– Additional Insured -Owners, Lessees or Contractors - Scheduled Person or Organization -Blanket Additional Insured Endorsement
--CG 20 01 (04 13) -Primary and Non-Contributory
--CG 24 04 (12 19) - Waiver or Subrogation
--CG 00 01 (04 13) - Commercial General Liability Coverage Form (Contractual Liability)

AUTO LIABILITY

--NI CA 50 57 (06 14) –Blanket Additional Insured Endorsement
--CA 04 49 (11 16) –Primary Non Contributory
--CA 04 44 (10 13) –Waiver of Subrogation

WORKERS COMPENSATION

--WC 00 03 13 - Waiver of Subrogation

EXCESS LIABILITY

--Follows Form

The City of Boynton Beach is an additional insured regarding the General and Automobile Liability and Waiver of Subrogation in favor of The City of Boynton Beach on the Workers Compensation policy.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days for non payment 30 days all others written notice, to the certificate holder but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives

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Year	Make	Model	VIN	On Hook Limit	On Hook Ded	Cargo Limit	Cargo Ded	Company
2018	Hino	258 Rollback	5PVNJ8JN6J4S53166	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2018	Hino	258 Rollback	5PVNJ8JN8J4S53167	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2012	Dodge	Wrecker	3C7WDKBL1CG168895	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2015	International	Flatbed	3HAMMMML0FL689790	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2015	International	Flatbed	3HAMMMML2FL689791	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2017	International	4300 Rollback	1HTMMMML8HH487854	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2017	International	4300 Rollback	1HTMMMML4HH487852	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2005	Ford	F150	1FTRX12W75NA19116	$0	$0	$0	$0	Kauff's of Palm Beach
2017	Peterbilt	Wrecker	1NPBL49X9GD347524	$300,000	$50,000	$0	$0	Kauff's of Palm Beach
2017	International	HX Rotator	3HTDTAPT2HN508006	$1,000,000	$50,000	$0	$0	Kauff's of Palm Beach
2016	Kenworth	Tractor	1XKZP4TX7GJ493543	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
1999	Fontaine	Trailer	4LF4S5235X3507720	$0	$0	$0	$0	Kauff's of Palm Beach
2005	Fontaine	Trailer	4LF648207S3527331	$0	$0	$0	$0	Kauff's of Palm Beach
2007	Talbert	Trailer	40FSK664X71026090	$0	$0	$0	$0	Kauff's of Palm Beach
2007	Talbert	Trailer	40FSK6840710260 94	$0	$0	$0	$0	Kauff's of Palm Beach
2008	Talbert	Trailer	40FTK754781028537	$0	$0	$0	$0	Kauff's of Palm Beach
2008	Talbert	Trailer	40FWK716881029524	$0	$0	$0	$0	Kauff's of Palm Beach
2008	Talbert	Trailer	40FJ0343381029523	$0	$0	$0	$0	Kauff's of Palm Beach
2008	Talbert	Trailer	40FAK203481029525	$0	$0	$0	$0	Kauff's of Palm Beach
2014	Talbert	Trailer	40FSK5222E1032882	$0	$0	$0	$0	Kauff's of Palm Beach
2014	Talbert	Trailer	40FTK4829E1032884	$0	$0	$0	$0	Kauff's of Palm Beach
2014	Talbert	Trailer	40FAK0414E1032885	$0	$0	$0	$0	Kauff's of Palm Beach
2014	Talbert	Trailer	40FJ02738E1032886	$0	$0	$0	$0	Kauff's of Palm Beach
2015	Talbert	Trailer	40FSK4923F1034416	$0	$0	$0	$0	Kauff's of Palm Beach
2015	Talbert	Trailer	40FTK5122F1034414	$0	$0	$0	$0	Kauff's of Palm Beach
2018	Dakota	50 Ton Gooseneck Trailer	1DADLD039JM022261	$0	$0	$0	$0	Kauff's of Palm Beach
2014	Fontaine	Trailer	13N1482C4E1565184	$0	$0	$0	$0	Kauff's of Palm Beach
2005	Fontaine	Trailer	4LFM0510153527789	$0	$0	$0	$0	Kauff's of Palm Beach
2005	Fontaine	Trailer	4LFM0510153527781	$0	$0	$0	$0	Kauff's of Palm Beach
2007	Talbert	Jeep	40FAK051171026091	$0	$0	$0	$0	Kauff's of Palm Beach
2007	Talbert	Stinger	40FAK051371026092	$0	$0	$0	$0	Kauff's of Palm Beach
2014	Talbert	Stinger	40FAK0512E1032883	$0	$0	$0	$0	Kauff's of Palm Beach
2015	TALBERT	Flip Axle Stinger Trailer	40FAK0513F1034417	$0	$0	$0	$0	Kauff's of Palm Beach
2015	TALBERT	Flip Axle Stinger Trailer	40FAK051XF1034415	$0	$0	$0	$0	Kauff's of Palm Beach
2020	Volvo	Tractor	4V4NG9EJXLN253152	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2020	Hino	258 Wheel Lift	5PVNJ8JN1L5554190	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2020	Hino	258	5PVNJ8JNXL5554253	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2020	Ram	2500 Mega Cab PU	3C6UR5TLXLG235393	$0	$0	$0	$0	Kauff's of Palm Beach
2020	Ram	4500	3C7WRKAL4LG121928	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2021	Peterbilt	389 Wrecker	1NPXL49X4MD716081	$300,000	$50,000	$0	$0	Kauff's of Palm Beach
2017	Chrysler	200	1C3CCCAG9HN507614	$0	$0	$0	$0	Kauff's of Palm Beach

Year	Make	Model	VIN	On Hook Limit	On Hook Ded	Cargo Limit	Cargo Ded	Company
2020	Volvo	VNL84T740	4V4NG9EJ6LN258459	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2020	Volvo	VNL84T740	4V4NG9EJ4LN258458	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2021	Landoll	440-B Trailer	1LH440WH1M1B30177	$0	$0	$0	$0	Kauff's of Palm Beach
2019	Manac	Dropdeck Trailer	5MC124817K3184664	$0	$0	$0	$0	Kauff's of Palm Beach
2021	Landoll	440-B Trailer	1LH440WH9M1B30976	$0	$0	$0	$0	Kauff's of Palm Beach
2021	Landoll	440-B Trailer	1LH440WH2M1B30978	$0	$0	$0	$0	Kauff's of Palm Beach
2015	Dorsey	Flatbed Trailer	5JYEF4820FE085940	$0	$0	$0	$0	Kauff's of Palm Beach
2017	Western Star	4900 Truck	5KJNABD16HPJF0875	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2017	Talbert	Trailer 4050TA	4OFG05023H1035485	$0	$0	$0	$0	Kauff's of Palm Beach
2022	Peterbilt	389 Transport Truck	1XPXD49X2ND830357	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2007	Kenworth	Tractor	1XKDD40X37J177757	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2016	Freightliner	Tractor	3AKJGLDV7GSHC2352	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2013	Manac	Trailer	5MC12531105138302	$0	$0	$0	$0	Kauff's of Palm Beach
1995	International	Recovery	1HTSCAAL8SH230844	$0	$0	$0	$0	Kauff's of Palm Beach
2000	Ford	Pick Up	1FTRF17W9YNA81102	$0	$0	$0	$0	Kauff's of Palm Beach
2022	Peterbilt	389 Transport Truck	1XPXP4EX4ND830356	$0	$0	$1,000,000	$50,000	Kauffs of Palm Beach
2022	TK80SA	Trailer	1TKA05024NM049620	$0	$0	$0	$0	Kauffs of Palm Beach
2023	Fontaine	Lowboy Trailer	57JE53300P35A1920	$0	$0	$0	$0	Kauffs of Palm Beach
2023	Fontaine	Lowbed Trailer	57JE53306P35A1923	$0	$0	$0	$0	Kauffs of Palm Beach
2019	Chevrolet	Colorado Pick Up	1GCGSCENXK1103731	$0	$0	$0	$0	Kauffs of Palm Beach
2021	Fontaine	Trailer	57J353207M3578003	$0	$0	$0	$0	Kauffs of Palm Beach
2023	Peterbilt	389 Wrecker	1NPXX4TXXPD854435	$1,000,000	$50,000	$0	$0	Kauffs of Palm Beach
2023	Kenworth	T880 Transport Truck	1XKZP4TX6PJ263475	$0	$0	$1,000,000	$50,000	Kauffs of Palm Beach
2023	Hino	Tow Truck	5PVNJ7BS7P5T50166	$100,000	$50,000	$0	$0	Kauffs of Palm Beach
2023	Hino	Tow Truck	5PVNJ7BSXP5T50100	$100,000	$50,000	$0	$0	Kauffs of Palm Beach
2023	Peterbilt	Wrecker	1NPXL40X6PD854433	$300,000	$50,000	$0	$0	Kauffs of Palm Beach
2020	Ram	1500 Pick Up	1C6SRFFT7LN157493	$0	$0	$0	$0	Kauffs of Palm Beach
2021	Landoll	Trailer 840F-53BH	1LH840WJ4M1F29900	$0	$0	$0	$0	Kauffs of Palm Beach
2019	Fontaine	Steel Flatbed Trailer	13N1482C7K1531011	$0	$0	$0	$0	Kauffs of Palm Beach
2024	International	MV	3HAEUMML7RL616862	$100,000	$50,000	$0	$0	Kauffs of Palm Beach
2024	International	MV Tow Truck	1HTEUMMLXRS716625	$100,000	$50,000	$0	$0	Kauffs of Palm Beach
2024	Fontaine	53-90 EXT Flatbed Trailer	57J4533C4R35A1671	$0	$0	$0	$0	Kauffs of Palm Beach
2024	International	Flatbed	3HAEUMML3RL559754	$100,000	$50,000	$0	$0	Kauffs of Palm Beach
2024	Peterbilt	389 Wrecker	1NPXL40X9RD666413	$300,000	$50,000	$0	$0	Kauff's of Palm Beach
2020	Nissan	Murano	5N1AZ2AJ8LN145447	$0	$0	$0	$0	Kauff's of Palm Beach
2025	Peterbilt	567 Transport Truck	1XPCD49X65D692168	$0	$0	$1,000,000	$50,000	Kauffs of Palm Beach
2024	International	MVX Flatbed	3HAEUMMLXRL735621	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2020	Volvo	Tractor	4V4NG9EJ1LN253153	$0	$0	$1,000,000	$50,000	Kauffs of Palm Beach
2018	Peterbilt	579	1XPBDP9X3JD483790	$0	$0	$0	$0	Kauffs of Palm Beach
2023	Ram	5500	3C7WRMBLXPG594166	$100,000	$50,000	$0	$0	Kauffs of Palm Beach
2025	Peterbilt	567 Transport Truck	1XPCP4EX15D751351	$0	$0	$1,000,000	$50,000	Kauffs of Palm Beach

Year	Make	Model	VIN	On Hook Limit	On Hook Ded	Cargo Limit	Cargo Ded	Company
2024	Peterbilt	389 Wrecker	1NPXL40X8RD691996	$350,000	$50,000	$0	$0	Kauffs of Palm Beach

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Who Is An Insured under **COVERED AUTOS LIABILITY COVERAGE** is amended to include as an "insured", any person or organization you are required to add as an additional insured on this policy under a written contract, agreement or permit which must be:

a. currently in effect or becoming effective during the term of the policy; and

b. executed prior to the "bodily injury" or "property damage."

The insurance provided to this additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to liability arising out of your operations performed for that additional insured as specified in the written contract, agreement or permit.

2. The limits of insurance applicable to the additional insured are those in written contract, agreement, permit or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limit of Insurance for Liability Coverage shown in the Declarations.

3. Coverage is not provided for "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary.

When this insurance is in excess, we will have no duty to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insurer's rights against all those other insurers.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract or agreement provided such contract was executed prior to the date of loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract or agreement provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $0

Insurance Company Countersigned by _____

Vanliner Insurance Company

WC 00 03 13
(Ed. 4-84)

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TOWING AND STORAGE SERVICES

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND BECKS TOWING & RECOVERY, INC.

THIS AGREEMENT ("Agreement"), is entered into 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 BECKS TOWING & RECOVERY, INC. a Florida Profit Corporation with a business address of 410 NE 5th Avenue, Boynton Beach, Florida 33435, hereinafter referred to as the "CONTRACTOR". In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

1. **PROJECT DESIGNATION**. The CONTRACTOR is retained by the CITY to provide nonexclusive franchise rights for towing and storage services required by the City or through the Boynton Beach Police Department.

2. **SCOPE OF SERVICES**. CONTRACTOR agrees to perform the services required for Towing and Storage Services. The Towing and Storage Services are described in greater detail in RFP No. PD25-015, CONTRACTOR shall comply with the requirements and proposal scope of work and specifications as enumerated in Request for Proposal RFP 25-015R incorporated herein and CONTRACTOR'S Proposal, copies of which are attached hereto as **Composite Exhibit A**. In the event of a conflict between the RFP25-015R, this Agreement, and CONTRACTOR'S Proposal, this Agreement shall take precedence, then the RFP, and then the Proposal.

3. **TIME FOR PERFORMANCE**. Work under this Agreement shall commence upon the giving of written notice by the CITY to the CONTRACTOR to proceed. CONTRACTOR shall perform all services and provide all work product required pursuant to this Agreement.

4. **TERM**. The initial Agreement period shall be for an initial term of two (2) years, commencing on May 6, 2025 and shall remain in effect through May 6, 2027. The CITY reserves the right to renew the agreement for three (3) one-year renewals subject to CONTRACTOR acceptance, satisfactory performance as determined by the CITY, and determination by the CITY that renewal will be in the best interest of the CITY.

5. **FEES, RATES, AND PAYMENT**. CONTRACTOR shall remit the Administrative Fee established in Section 14.5-1 of the City Code of Ordinances to the City on a monthly basis and provide an accounting pursuant to the terms of the RFP. CONTRACTOR shall charge an amount not to exceed the rates set forth in the Schedule of Prices for all non-consent tows, which shall be the then-current maximum fees established by Palm Beach County as amended from time to time. CONTRACTOR is responsible for collecting non-consent tow fees before releasing the vehicle. The CONTRACTOR shall be paid by the CITY for completed work and for services rendered in accordance with the terms of the RFP. The Schedule of Prices is attached as **Exhibit B** to this Agreement, which shall be automatically amended each year when Palm Beach County updates its schedule of Maximum Towing Rates. Invoices and payments shall be processed in accordance with the following:

   A. Payment for the work provided by CONTRACTOR shall be made promptly on all invoices submitted to the CITY properly, provided that the total amount of payment to CONTRACTOR shall not exceed the total contract price without express written modification of the Agreement signed by the CITY Manager or designee.

B. The CONTRACTOR 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 CONTRACTOR in the amount approved.

C. Final payment of any balance due the CONTRACTOR 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 CONTRACTOR'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 five (5) years after the termination of the Agreement. Copies shall be made available upon request.

F. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

6. **ROTATION.** The parties acknowledge that the CITY has awarded multiple towing and storage services contracts. Calls for service will be assigned on a per-type rotation basis. The three rotation types are Standard (which includes Class A & B), Heavy Tow (Class C & D), and Free/City Tow. The CITY will designate the starting CONTRACTOR for each rotation prior to the contract start date. When a single incident requires two rotation types, the CITY will call the appropriate contractor from each category to respond to their respective tow types. The CONTRACTOR shall respond and arrive at the requested location within thirty (30) minutes after notification with appropriate towing equipment to handle the towing call requested by any authorized representative of the CITY. If the assigned CONTRACTOR does not respond within 30 minutes, the CITY reserves the right to cancel the service request and assign it to the next contractor in the rotation. The non-responding CONTRACTOR will be considered to have received their turn in the rotation regardless of their failure to respond.

   Upon arrival at any accident scene for which a tow is requested, the CONTRACTOR's tow truck operators will remove from the site any hazardous debris, spilled petroleum products, or volatile items unless directed otherwise by the fire department or law enforcement agency.

   If, in the CITY's sole discretion, CONTRACTOR lacks the necessary equipment to provide the towing, wrecker, and storage service required at a particular time or place, CITY may, at its sole discretion, call upon another towing or wrecker service, whether under contract or not, to provide some or all of the equipment or services required for that specific incident. In such cases, the CONTRACTOR lacking the necessary equipment will be considered to have received their turn in the rotation.

7. **OWNERSHIP AND USE OF DOCUMENTS**. All documents, drawings, specifications and other materials produced by the CONTRACTOR 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 CONTRACTOR shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with endeavors.

8. **COMPLIANCE WITH LAWS**. CONTRACTOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida, Palm Beach County,

and City of Boynton Beach, ordinances and regulations that are applicable to the services to be rendered under this agreement, including but not limited to, the City's Towing Ordinance, the Palm Beach County Towing Ordinance, and Chapter 713, Florida Statutes

9. **INDEMNIFICATION**.

A. The CONTRACTOR shall indemnify and hold harmless the CITY, its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the CONTRACTOR, its employees, agents, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

10. **INSURANCE**

A. During the performance of the services under this Agreement, CONTRACTOR shall maintain the following insurance policies and provide originals or certified copies of all policies to CITY's Risk Manager. All policies shall be written by an insurance company authorized to do business in Florida. CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

i. **Worker's Compensation Insurance**: The CONTRACTOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

ii. **Comprehensive General Liability**: The CONTRACTOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 8, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. CONTRACTOR shall maintain 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. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The CONTRACTOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The CONTRACTOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

~~iv. **Professional Liability (Errors and Omissions) Insurance**: The CONTRACTOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.~~

v. **Garage Keepers Liability Insurance:** The CONTRACTOR shall procure and maintain for the life of this Agreement, Garage Keepers Insurance in an amount no less than $1,000,000.00. Such coverage shall provide for the following perils: fire, theft, vandalism, and collision.

vi. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. CONTRACTOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement and shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage in limits except after thirty (30) days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Director of Human Resources and Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the term of the Agreement.

11. **INDEPENDENT CONTRACTOR**. The CONTRACTOR and the CITY agree that the CONTRACTOR 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 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 contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONTRACTOR, or any employee of CONTRACTOR.

12. **COVENANT AGAINST CONTINGENT FEES**. The CONTRACTOR warrants that he has not employed or retained any company or person, other than a *bona fide* employee working solely for the CONTRACTOR, to solicit or secure this 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 CONTRACTOR 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.

13. **DISCRIMINATION PROHIBITED**. The CONTRACTOR, 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.

14. **ASSIGNMENT**. The CONTRACTOR shall not sublet or assign any of the services covered by this Agreement without the express written consent of the CITY.

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. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon thirty (30) days of written notice by the terminating party to the other party for such termination in which event the CONTRACTOR shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the CONTRACTOR abandons the Agreement or causes it to be terminated, the CONTRACTOR shall indemnify the CITY against loss pertaining to this termination.

    B. **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, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CONTRACTOR of written notice of such neglect or failure.

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 exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

18. **NOTICES**. Notices to the CITY shall be sent to the following address:

Daniel Dugger, City Manager
City of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

Notices to CONTRACTOR shall be sent to the following address:

ATTN: Stephanie Beck
Address: 410 NE 5th Avenue
Boynton Beach, Florida 33435
Phone: 561-369-1096
Email: beckstowing@aol.com

19. **INTEGRATED AGREEMENT**. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the CITY and the CONTRACTOR 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 CONTRACTOR.

20. **PUBLIC RECORDS**. The CITY is 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, CONTRACOTR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR 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.

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:

CITY CLERK
100 E. OCEAN AVE.

21. **SCRUTINIZED COMPANIES**. By execution of this Agreement, CONTRACTOR certifies that CONTRACTOR–is not participating in a boycott of Israel. CONTRACTOR further certifies that CONTRACOTR 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 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 to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

22. **E-VERIFY**. 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 herein below.

    A. Definitions for this Section:

        i. "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.

        ii. "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.

        iii. "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.

    B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

        i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

ii. All persons (including 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

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

23. MISCELLANEOUS.

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. CITY and CONTRACTOR each bind itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.

C. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

D. Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the CONTRACTOR as well as all suppliers and subcontractors whom worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by CONTRACTOR shall release CITY from all claims of liability by CONTRACTOR–in connection with this Agreement.

E. At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

F. It shall be the CONTRACTOR'S responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, city, state, and federal agencies as applicable.

G. This Agreement represents the entire and integrated agreement between CITY and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement is intended by the parties hereto to be the final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation, and the CONTRACTOR'S bid proposal, this Agreement shall govern then, the solicitation, and then the bid proposal. This Agreement may be amended only by written instrument signed by both CITY and CONTRACTOR.

H. This Agreement will take effect on the Effective Date. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

24. 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.

25. TRUTH-IN-NEGOTIATION CERTIFICATE.

A. Execution of this Agreement by the CONTRACTOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged to the CONTRACTOR'S most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside CONTRACTORS. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

26. ENTITIES OF FOREIGN CONCERN. CONTRACTOR will have access to an individual's personal identifying information under this Agreement. CONTRACTOR represents and certifies: (i) 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 CONTRACTOR; and (iii) CONTRACTOR is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. Prior to CONTRACTOR and any subcontractor having access to personal identifying information pursuant to this Agreement, CONTRACTOR and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by 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. 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.

CONTRACTOR is hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the CITY will not request documentation of or consider CONTRACTOR's social, political, or ideological interests when determining if the CONTRACTOR is a responsible CONTRACTOR. CONTRACTOR is further notified that the CITY's governing body may not give preference to a CONTRACTOR based on the CONTRACTOR's social, political, or ideological interests.

"This Agreement will take effect once signed by both parties. This Agreement may be signed by the parties in counterparts, whether signed physically or electronically, 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 OF THE FOREGOING, the Parties have set their hands and seals the day and year written below.

CITY OF BOYNTON BEACH

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
Shawna Lamb, City Attorney

_____
Date

Attest/Authenticated:

_____
Maylee DeJesus, City Clerk

BECKS TOWING & RECOVERY, INC.

Stephanie Beck
Signature of Authorized Official

Stephanie Beck
Name of Authorized Official

Vice President
Title

4/1/25
Date

(Corporate Seal)
Attest/Authenticated:

_____
Witness

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this 4th day of April, 2025 by Stephanie Beal on behalf of Bucks Towing & Recovery a Corporation. He/she is personally known to me or has produced FL DL as identification.

Brandi Cook
NOTARY PUBLIC

BRANDI COOK
MY COMMISSION # HH 489786
EXPIRES: June 6, 2028

(Name of Notary Typed, Printed or Stamped)

Title or Rank

HH489786
Serial number, if any

EXHIBIT A

PD25-015 - Towing and Storage Services

Opening Date: November 6, 2024 12:00 PM

Closing Date: December 6, 2024 2:30 PM

Vendor Details

Company Name:	BECK'S TOWING & RECOVERY INC.
Address:	410 NE 5th Ave Boynton Beach, FL 33435-3872
Contact:	STEPHANIE BECK
Email:	beckstowing@aol.com
Phone:	561-369-1096
Fax:	561-369-1096
HST#:	65-0653585

Submission Details

Created On:	Monday November 25, 2024 09:30:12
Submitted On:	Wednesday December 04, 2024 13:01:48
Submitted By:	STEPHANIE BECK
Email:	beckstowing@aol.com
Transaction #:	1d15efb8-90c0-452f-83c7-afd1f70a549d
Submitter's IP Address:	32.140.171.182

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses.

Description	Response *	Comments
Is your company a Minority Owned business?	No	
Please select the appropriate response	Not Applicable	
Do you possess a certification qualifying your business as a Minority Owned business?	No	
Issuing organization name	Input response in comments box to the right	na
Date of Issuance	Input response in comments box to the right	na

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Beck's has been in the towing industry since 1995. We are a family-owned & operated, as well as own our property inside the City of Boynton Beach. We currently own (not leased) all of trucks & property. We have been towing for many local police depts including Boynton Beach since 1998. Drivers are skilled in all aspects of towing & recovery. All police calls are taken with a 30-minute response time but genuinely are around 15/20 minutes since we are located in the heart of Boynton. Our main facility holds 100+ vehicles outside & 9 vehicles inside. Our other storage lot located at 1500 SW 30th Ave, Bay #8, Boynton Beach can hold 9 vehicles inside as well. We pride ourselves on the fact that we have zero complaints, litigations, or damage claims.

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
◉ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No	29	CITY OF BOYNTON BTR#25-00016528 & BTR#25-00054347 PB COUNTY BTR#2020130783 & BTR#200323474

Technical Proposal - Item A - COMPANY ORGANIZATION / EXPERIENCE

Complete the Technical Proposal - Item A - Company Organization / Experience

Detail your response. Attachments may be submitted to further detail of your response and are to be labeled accordingly.

Technical Proposal - Item A	Response *
State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. The correct name of the Proposer is:	Beck's Towing & Recovery, Inc.
The address of the principal place of business is:	410 NE 5th Ave, Boynton Beach, FL, 33435
Number of years the organization has been in business under the present business name. The minimum requirement is three (3) years.	29
Number of years the organization's business type has been in business with current ownership.	29
Number of Years Palm Beach County Operating Permit has been in place. Detail each year.	29
State the name of the individual who will have personal supervision/responsibility of the City of Boynton Beach account.	STEPHANIE BECK
Under what other former names has your organization operated?	N/A
Detail any Professional Recognition/Awards received by the organization during the past five years. Copies to be attached.	N/A
Detail if organization has currently in place an ongoing training / safety program. Copy of program manual table of contents to be attached as a minimum.	Drivers attend weekly safety & truck checks. Training is monthly.
Describe any litigation, arbitration, mediation or other proceeding whereby, during the past seven years, a court or any administrative agency has ruled against the firm in any manner related to its towing / storage activities. Include outcome and amount of settlement.	N/A
Detail any Palm Beach County Consumer Affair Cases and Palm Beach County Citations during the past seven years. Include outcome and amount of settlement.	N/A
Describe any current or pending litigation.	N/A
Describe any pending inquires not resolved with Palm Beach County Consumer Affairs, Towing Jurisdiction.	N/A
Proposer to make a statement if they have ever had a contract terminated for cause and detail date, entity/name of company during the past seven (7) years. Applies to Public contracts only.	N/A
If Proposer is a Corporation, answer the following: Date of Incorporation State of Incorporation President's Name Vice President's Name Secretary's Name Treasurer's Name Name and address of Registered Agent	INCORPORATED IN 1995 FLORIDA PRES:STEVEN E BECK VP:STEPHANIE BECK REG AGENT :STEPHANIE BECK 410 NE 5TH AVE , BOYNTON BEACH, FL 33435
If the Proposer is an Individual or Partnership, answer the following: Date of Incorporation State of Incorporation President's Name Vice President's Name Secretary's Name Treasurer's Name Name and address of Registered Agent	N/A
If Proposer is other than an Individual, Corporation, or Partnership, describe the organization type and give the name and address of the principals.	N/A
If Proposer is operating under a fictitious name, state such here and submit evidence of compliance with the Florida Fictitious Name Statute with the proposal	N/A
Identify if Proposer has any interest in automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses, and shall acknowledge and list the specifics. IF NO, IDENTIFY AS SUCH.	Beck's does not have any interest in automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses,
Describe and provide professional memberships to relevant national/state/local associations	Professional Wrecker Operators of Florida
Summarize the quality of the firm's support personnel and continuity of staff. Identify each employee that is either part of the management team, administrative staff, or driver/operator and provide the appropriate information for each that applies.	Drivers have a combined experience of 69 years. Donald Melvin-class A CDL, forklift certified, certified driver recovery for all Class A,B,C,D. accident mgmt. control, preventative maintenance mgr., Rollover recovery,29 years of towing experience with 25 years @ Beck's Merrick Mitchell-Class A CDL, forklift certified, lockout specialist, wheel lift & dollie specialist, certified for all towing class A,B,C,D. 5 years of towing experience with 3 years @ Beck's. Kyle Gruler -driver Class A & B 10 years of experience with 8 years @ Beck's. Stephanie Beck-VP Excel, Word, PowerPoint & QuickBooks proficient,30 years of dispatch experience, 20 years of office manger experience,29 years of employment @Beck's Sherie Stark -dispatcher Excel, Word, PowerPoint & QuickBooks proficient,5 years of dispatch experience, 10 years of office manager experience, 5 years of employment @ Beck's Ken Sons-dispatcher, Word & Excel proficient, 1 year of employment @ Beck's
Detail your office location address and hours of operation.	410 NE 5th Ave. Boynton Beach, Fl 33435 Monday-Friday 8am-6pm

Technical Proposal - Item B - QUALIFICATIONS AND EXPERIENCE OF INDIVIDUALS

Complete the **Technical Proposal - Item B - QUALIFICATIONS AND EXPERIENCE OF INDIVIDUALS**

Attachments may be submitted to further detail your response and should be labeled accordingly.

INDIVIDUAL QUALIFICATIONS/ EXPERIENCE SUMMARY

Identify each employee that is either part of the management team, administrative staff, or driver/operator and submit the appropriate information for each that applies. Supporting documentation is to be submitted as noted.

Note: Upon request, the City may require driver's license numbers

Name of Employee *	Management - Yes or No *	Title/Position in Organization *	Type of Work Performed *	Years of Experience with the Organization *	Total Yeas of Experience in Towing Industry *	For Drivers/Operators Only- Identify Driver's License Type *
Stephanie Beck	(•) Yes ( ) No	VP	Dispatching/call taking Driver manager Accounts payable/receivable Recovery supervisor Liaison for all accounts Impound lot inventory	29	29	n/a
Sherie Stark	(•) Yes ( ) No	Office manager	Accounts payable/Receiving Dispatching/call taking	5	5	n/a
Ken Sons	( ) Yes (•) No	Dispatcher	Dispatching/call taking	1	1	n/a
Donald Melvin	( ) Yes (•) No	Driver	Flatbed/wheel lift driver Forklift certified Rollover recovery Med/heavy-duty driver accident mgmt. control preventative maintenance mgr.	29	25	Class A CDL
Merrick Mitchell Jr	( ) Yes (•) No	Driver	Flatbed/wheel lift driver Forklift certified Rollover recovery Med/heavy duty driver Lockout specialist	3	5	Class A CDL
Jarred Stante	( ) Yes (•) No	Driver	Flatbed/wheel lift driver Forklift certified Rollover recovery Med/heavy-duty driver accident mgmt. control	25	20	Class A CDL
Kyle Gruler	( ) Yes (•) No	Driver	Flatbed/wheel lift driver Forklift certified Rollover recovery	10	8	Class E
n/a	( ) Yes (•) No	n/a	n/a	0	0	n/a
n/a	( ) Yes (•) No	n/a	n/a	0	0	n/a
n/a	( ) Yes (•) No	n/a	n/a	0	0	n/a

Technical Proposal - Item C - EQUIPMENT

Complete the **Technical Proposal - Item C - EQUIPMENT**

Attachments may be submitted to further detail your response and should be labeled accordingly.

Identify Equipment to verify the minimum equipment requirements are met and any additional equipment that is available in excess of the minimum requirements. The equipment listed shall not be subcontracted. All wrecker equipment listed shall have a current Palm Beach County Permit Decal at the time of RFP submittal to be considered.

Note:

Lowboy per minimum equipment eligibility requirement (Last Date Inspected by Palm Beach County column) please enter **N/A** and (Palm Beach County Decal #column) please enter **Not Applicable.**

Heavy Duty Truck Dollies (Last Date Inspected by Palm Beach County column) please enter **N/A** and (Palm Beach County Decal # column) please enter **Not Applicable.**

Motorcycle Trailer (Last Date Inspected by Palm Beach County) please enter **N/A** and (Palm Beach County Decal # column) please enter **Not Applicable.**

Vehicle Type (Type shall be as classified by Palm Beach County Inspection)	Description *	VIN Number *	Make/Model *	Year *	Last Date Inspected by Palm Beach County	Palm Beach County Decal #
Class A	CLASS A WHEEL LIFT & DOLLIES	1FDUF5GT8GEC47532	Ford F-550 super duty	2016	10/2024	25-060
Class A	CLASS B/C WRECKER	2NKHHN7X3CM325310	KENWORTH	2012	10/2024	25-062
Class A	CLASS B FLATBED	5PVNJ8JN9G4S52456	HINO	2016	10/2024	25-063
Class A	CLASS B FLATBED	1HTEUMML6NH595647	INTERNATIONAL	2022	10/2024	25-059
Class B	CLASS B FLATBED	3HAEUMML6NH595647	INTERNATIONAL	2023	10/2024	25-058
Class B	CLASS B FLATBED	5PVNJ7BS8P5T50192	HINO	2023	10/2024	25-057
Class C	n/a	n/a	n/a	n/a	n/a	NOT APPLICABLE
Class C	CLASS D WRECKER	5KKXAC0063PL89539	WESTERN STAR	2003	10/2024	25-061
Lowboy per minimum equipment eligibility requirement	JOINT LEASE UPON APPROVAL	JOINT LEASE UPON APPROVAL	JOINT LEASE UPON APPROVAL	JOINT LEASE UPON APPROVAL	JOINT LEASE UPON APPROVAL	JOINT LEASE UPON APPROVAL
Heavy Duty Truck Dollies	N/A	n/a	n/a	n/a	n/a	NOT APPLICABLE
Motorcycle Trailer	N/A	n/a	n/a	n/a	n/a	NOT APPLICABLE

Technical Proposal - Item C - EQUIPMENT - Additional Wrecker Vehicle Equipment

Complete the **Technical Proposal - Item C - EQUIPMENT - Additional Wrecker Vehicle Equipment**

Attachments may be submitted to further detail your response and should be labeled accordingly.

Identify Equipment to verify the minimum equipment requirements are met and any additional equipment that is available in excess of the minimum requirements. The equipment listed shall not be subcontracted. All wrecker equipment listed shall have a current Palm Beach County Permit Decal at the time of RFP submittal to be considered.

Additional Wrecker Vehicle Equipment (Identify Class for each or state other)	Description	VIN Number	Make/Model	Year	Last Date Inspected by Palm Beach County	Palm Beach County Decal #

Technical Proposal - Item C - EQUIPMENT - Detail Your Vehicle Maintenance Plan

Complete the **Technical Proposal - Item C - Detail Your Vehicle Maintenance Plan**

Detail Vehicle Plan	Plan Detail *
Detail Your Vehicle Maintenance Plan	Vehicle maintenance is checked daily.
Detail Your Vehicle Replacement Plan	Trucks are replaced on a need basis. Usually, every 10 years if not sooner.

Technical Proposal - Item D - AGENCIES FOR POLICE DIRECTED TOWS

Complete the Technical Proposal - Item D - Agencies for Police Directed Tows

Experience must be within the past five (5) years to be considered.

Name of Public Entity/Sheriff Agency *	Contact Person *	Phone Number *	Title *	Contract Award Dates - Start Date & End Date or Start & Currently under Contract *	Is this a Rotation Award? Yes or No *
PBSO ENFORCEABLE WRITS	AL CINQUE	561-644-6697	ENF. WRITS DEPT	JANUARY 2005 CURRENT CONTRACT	○ Yes ◉ No
LANTANA POLICE DEPT	SEAN SCHELLER	561-540-5710	CHIEF	MAY 2004 CURRENT CONTRACT	○ Yes ◉ No
PBSO	MARVIN HUBERT	561-601-9795	TOWING COORDINATOR	JUNE 1996 CURRENT CONTRACT	◉ Yes ○ No
N/A	N/A	N/A	N/A	N/A	○ Yes ◉ No
N/A	N/A	N/A	N/A	N/A	○ Yes ◉ No
N/A	N/A	N/A	N/A	N/A	○ Yes ◉ No
N/A	N/A	N/A	N/A	N/A	○ Yes ◉ No
N/A	N/A	N/A	N/A	N/A	○ Yes ◉ No
N/A	N/A	N/A	N/A	N/A	○ Yes ◉ No
N/A	N/A	N/A	N/A	N/A	○ Yes ◉ No

Technical Proposal - Item E - RECORD KEEPING AND REPORTING

Complete the **Technical Proposal - Item E - RECORD KEEPING AND REPORTING**

Attachments may be submitted to further detail your response and should be labeled accordingly.

Detailed summary of the Company's record keeping and reporting.

Record Keeping & Reporting	Response *
Detailed Summary of the Company's Record Keeping and Reporting	With our dispatch program we can: 1.Accurately pinpoint our customers' locations with geolocation links sent via text message. No need to ask for landmarks, crossroads, or mile markers. 2.Reduce dispatch time with auto-recommended operator assignments based on proximity to the next job. 3.Document and preserve vehicle photographs on the job details to protect your business or provide to customer insurance companies. 4.Records are stored in our database that go back to the beginning of 2000 (when things went digital) Reports range from accounting, sales by driver, revenue, impound lot inventory, lien/sale notices, sales by account, etc.

Technical Proposal - Item F - TECHNICAL APPROACH

Complete the **Technical Proposal - Item F - TECHNICAL APPROACH**

Attachments may be submitted to further detail your response and should be labeled accordingly.

Provide detailed response for the Technical Proposal - Item F - Technical Approach

Item F - Technical Approach	Detailed Response *
Describe the range of towing and related services performed by your firm and your implementation plan for this contract. This section must address dispatch, clean-up, working with the officer at the scene, and any internal procedures that are necessary to provide quality assurance with the requirements of the contract.	Beck's utilizes a dispatch program called Dispatch Anywhere by Traxero that is internet-based. This program allows for real-time call logging and quick dispatching to the driver of the call. All police ETA's are within 30 minutes. Each tow truck is equipped with GPS tracking. Upon arriving on the scene, the driver will meet with the officer to ensure the safest & quickest way to clear the scene. All drivers are trained in accident management (clean-up, proper loading of vehicles & safety per DOT regulations). Any issues or complaints are handled internally & swiftly. We currently provide a 24/7 operation. No additional staff is required. Beck's runs a full office staff for the hours of operation that are mandated by the Palm Beach County Towing Ordinance. After-hours dispatch is answered by Stephanie Beck,24/7 Monday through Friday. Weekend dispatch is answered by either a driver, Ken Sons, or Sherie Stark. Communication is implemented by a computer-based program directly used by all Beck's dispatchers & drivers.
Describe your ability to have available staff 24/7 to adhere to the requirements of the contract or if you will need to hire additional staff in the event that you are awarded the contract.	We currently provide a 24/7 operation. No additional staff is required.
Describe your communication systems and ability to adhere to the minimum qualification requirements of 24/7 telephone number answered by an individual employed by the Contractor and have two-way radio communication from Contractors base station to their service trucks.	Drivers all utilize an app called dispatch anywhere that is connected to our main system that automatically dispatches call once call taker inputs
Detail phone number to be used for 24/7 service / dispatch.	561-369-1096 MAIN LINE 561-400-3220 BACKUP LINE

References

Provide a list of three (3) Florida public agencies references for similar towing and storage services for which the Proposer has completed or are in progress within the last ten (10) years with the following information: 1) Name of Agency, 2) Name of Project, 3) Address and 4) Contact Name, Email Address, and Telephone Number.

The City is interested in learning of other firms' or government agencies' experiences with your firm; as such, **please do not list the City of Boynton as a reference.**

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will email or call each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Name of Agency	PBSO-ENFORCEABLE WRITS	LANTANA POLICE DEPT	PBSO
Name of Contract/Project	NA	NA	NA
Contract/Project Dates	CURRENT CONTRACT SINCE JAN. 2005	CURRENT CONTRACT SINCE MAY 2004	CURRENT CONTRACT SINCE JUNE 1998
Address	205 N. Dixie Highway, Room 1.1100 Juvenile Building / Enforceable Writs West Palm Beach, FL33406	901 N 8TH ST LANTANA, FL 33462	3228 GUN CLUB RD , WEST PALM BEACH, FL 33406
Name of Contact	AL CINQUE	SEAN SCHELLER	MARVIN HUBERT
Email Address	NA	NA	HUBERTM@PBSO.ORG
Telephone Number	561-644-6697	561-540-5710	561-601-9795

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.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. If not applicable or if no-subconsultants will be used in the performance of this Work, write "Not-Applicable" or "NONE" across the form.

Line Item	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1	NA	NA	NA	NA	NA
2	NA	NA	NA	NA	NA
3	NA	NA	NA	NA	NA
4	NA	NA	NA	NA	NA

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.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- Proposer's Qualification Statement, and W-9 - img20241127_15185422.pdf - Wednesday November 27, 2024 15:22:12
- Anti-Kickback Affidavit - img20241127_15231521.pdf - Wednesday November 27, 2024 15:24:13
- Non-Collusion Affidavit of Proposer - img20241127_15252993.pdf - Wednesday November 27, 2024 15:26:00
- Certification Pursuant to Florida Statute § 287.135 - img20241127_15272452.pdf - Wednesday November 27, 2024 15:27:56
- Florida Professional Licenses, including evidence of required licenses and business permits, Operating Permits - img20241127_16115011.pdf - Wednesday November 27, 2024 16:13:21
- E-Verify Form Under Section § 448.095 Florida Statutes - img20241127_15291676.pdf - Wednesday November 27, 2024 15:30:05
- Affidavit of Compliance with Foreign Entity Laws & Affidavit of Compliance with Anti-Human Trafficking Laws - img20241127_15490341.pdf - Wednesday November 27, 2024 15:50:13
- Equipment Requirements & Storage Requirements - img20241127_16071354.pdf - Wednesday November 27, 2024 16:08:03
- Technical Proposal - Item E - Record Keeping and Reporting Samples - img20241127_15563185.pdf - Wednesday November 27, 2024 15:57:33
- Proof of Ownership or Lease Agreement - img20241127_15532546.pdf - Wednesday November 27, 2024 15:54:19
- Additional Document - img20241127_15592609.pdf - Wednesday November 27, 2024 16:01:25

Addenda & Declarations

SPECIAL TERMS AND CONDITIONS

BACKGROUND:

The City of Boynton Beach serves an area of approximately 16.5 square miles with a population of approximately 80,000. The City provides services to its citizens in many areas, such as law enforcement, emergency medical services, fire control, water and sewer, library services, refuse collection, a municipal golf course, and various park sites and recreational services. The City was incorporated in 1920 and has operated under a Commission-Manager form of government (the City employs some 844 full-time and 41 part-time employees; it had total assets of almost $589 million and revenues of over $232 million for the fiscal year that ended September 30, 2023.

PURPOSE:

The City of Boynton Beach is seeking proposals from qualified firms with substantial experience and capabilities to provide towing, storage, and disposal of abandoned, unregistered, and junked vehicles, trailers, and boats at the request of the City Police Department, Code Enforcement Department, Parks & Recreation Department, or other City Department(s) as may be designated by the City from time to time.

Pursuant to Florida Statute Section 715.07, any vehicle or vessel towed or removed from the City of Boynton Beach must be stored at a site within ten (10) mile radius of the point of removal. The City intends to contract only with qualified firms with storage sites located within Palm Beach County and within ten (10) miles of the City police jurisdiction. Other due to statutory and jurisdictional restrictions.

Palm Beach County Towing Rates:

See Exhibit A for current Palm Beach County Maximum Non-Consent Towing & Immobilization Rates that are applicable to this RFP and awarded Contractor. The City and awarded Contractor shall remain consistent with the Palm Beach County Towing Rates, which may be amended from time to time.

Firms to be considered for this Request for Proposal must have a base of operation and auto storage facility located within the City's Police Jurisdiction and must provide proof of ownership or lease agreement for the storage facilities with the proposal response. The storage facility and base of operation must be in Palm Beach County.

Disposal of vehicles shall be in accordance with all applicable Environmental, Federal, State, and local laws, regulations, statutes, and ordinances. Storage of vehicles shall be in accordance with all Department of Motor Vehicles rules and regulations, as outlined in the Florida Statutes, regarding storage or impound of vehicles and/or abandoned vehicles on any street, highway, public or private property.

Contractor has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, and grade of service required.

Contractor proposes to deliver the service in accordance with the specifications for "TOWING AND STORAGE SERVICES"

Palm Beach County Towing Rates:

See Exhibit "C" for the current Palm Beach County Maximum Non-Consent Towing and Immobilization Rates that are applicable to this RFP and awarded Contractor. The City and awarded Contractor shall remain consistent with the Palm Beach County Towing Rates, which may be amended from time-to-time.

ELIGIBILITY REQUIREMENTS / QUALIFICATIONS:

Proposals will be considered from qualified firms or individuals whose experience includes successful work on similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

Contractor shall meet or exceed the requirements identified herein in order to be considered for evaluation by the City of Boynton Beach. Failure to meet any of the requirements will result in the RFP response being considered non-responsive and will not be considered.

Contractor must be regularly engaged in the towing business and shall have operated under the name used for this proposal for a minimum of three (3) years and shall have obtained an operating permit from Palm Beach County for a minimum of one year. One-year time frame shall be calculated from RFP closing date. Business interests in automotive/truck repairs, paint and body, salvage, junkyard, or recycling business must be disclosed.

Contractor is responsible for meeting the minimum eligibility requirements during the entire term of the contract. Failure to maintain minimum eligibility requirements constitutes material default under the terms of the agreement and will, at the option of the City result in termination of the agreement.

Contractor shall operate and maintain a business office within the City and possess an appropriate Business Tax License.

Contractor shall not be delinquent in any amounts due to the City, including money owed to the City from previous franchise agreements.

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services, and construction, as more specifically set out and in accordance with the solicitation, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures, or arrangements with any other company, firm, or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the solicitation which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Bond accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the solicitation.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant 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 this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal 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 submittals 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.

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.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, 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 5 days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - STEPHANIE BECK, VP, BECK'S TOWING & RECOVERY 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
Addendum NO. 2 - Towing and Storage Services Wed December 4 2024 09:08 AM	☑	3
Addendum No. 1 - Towing and Storage Services Tue November 26 2024 09:10 AM	☑	68

PROPOSER'S QUALIFICATION STATEMENT
TOWING AND STORAGE SERVICES

RFP No.: PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:
Name: Stephanie Beck Becks Towing + Recovery Inc.
Address: 410 NE 5th Ave
City, State, Zip: Boynton Beach FL 33435
Telephone No.: 561 369 1016
Email Address: BecksTowing@AOL.com

	Check One
Corporation	✓
Partnership	
Individual	
Other	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:
   Becks Towing + Recovery Inc.

   The address of the principal place of business is:
   410 NE 5th Ave.
   Boynton Beach, FL 33435

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: 1995
   b. State of Incorporation: Florida
   c. President's name: Steven E. Beck
   d. Vice President's name: Stephanie Beck
   e. Secretary's name: n/a
   f. Treasurer's name: n/a
   g. Name and address of Resident Agent: Stephanie Beck
      410 NE 5th Ave Boynton Bch FL 33435

3. If Proposer is an individual or a partnership, answer the following:

   a. Date of organization: N/A
   b. Name, address, and ownership units of all partners:

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

c. State whether general or limited partnership: N/A

4. If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of the principals:

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

29 years

Under what other former names has your organization operated?

N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFQ, RFP, or BID. Please attach certificate of competency and/or state registration.

Towing operating permit TP 8671

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES [✓] NO [ ]

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NO.

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Stephanie Beck - VP
Donald Melvin - Driver manager
Gene Stone - office manager

11. State the name of the individual who will have personal supervision of the work:

Stephanie Beck

12. State the name and address of attorney, if any, for the business of the Proposer:

Carl Cascio 525 NE 3rd Ave Delray Bch FL 33444

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13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

N/A

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:

N/A

15. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:

N/A

18. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	3
b.	Non-Governmental Related Work	2
	Total Work (a +b):	5

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

19. Bank References:

Bank	**Address**	**Telephone**
Seacoast Bank	3717 Boynton Beach Blvd, Boynton FL 33436	561-369-7773

20. Provide a description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

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Stephanie Beck controls + monitors all calls and drivers along with budget, through auction books. Drivers are monitored with GPS

21. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

all calls are dispatched through an internet based company. Drivers are assigned calls, dispatch checks all invoices, driver manager keeps track of maintenance

24. What will be your turnaround time for written responses to City inquiries?

24 hrs

25. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

N/A

26. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

N/A

27. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers or predecessors' organization(s) were defendants.

N/A

28. Has the Proposer, its principals, officers or predecessors' organization(s) been Convicted of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

N/A NO -

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The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) Stephanie Beck

(Title) VP

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing document was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 25 day of NOV, 2024 by Stephanie Beck as VP of Beck's Twins who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 25 day of Nov. 2024

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

Notary Public (Signature)

My Commission Expires: 8/21/26

"OFFICIAL NOTARY SEAL" STAMP

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BECK'S TOWING & RECOVERY INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

410 NE 5TH AVE

Requester's name and address (optional)

6 City, state, and ZIP code

BOYNTON BEACH FL 33435

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

6	5	–	0	6	5	3	5	8	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 ▶** Stephanie Beck **Date ▶** 11/25/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ANTI-KICKBACK AFFIDAVIT
TOWING AND STORAGE SERVICES

RFP No.: PD25-015

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: Stephanie Beck
NAME - SIGNATURE

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing document was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 7 day of November, 2024 by Stephanie Beck, as VP of Becks Towing who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this 7 day of NOV, 2024

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

Abby Cook
NOTARY PUBLIC, State of Florida
at Large

"OFFICIAL NOTARY SEAL" STAMP

Printed Information:

Stephanie Beck
NAME

VP
TITLE

Becks Towing + Recovery Inc.
COMPANY

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ANTI-KICKBACK AFFIDAVIT
TOWING AND STORAGE SERVICES

RFP No.: PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)
:
County of Palm Beach)

_____, being first duly sworn, deposes and says that:

1) He/She is VP of Becks Towing & Recovery Inc the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached RFQ, RFP, or 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) Said RFQ, RFP, or BID is genuine and is not a collusive or sham RFQ, RFP, or BID;

4) Further, the said proposer 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 proposer, integrator or person to submit a collusive or sham RFQ, RFP, or BID in connection with the Contract for which the attached RFQ, RFP, or 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 proposer, integrator or person to fix the price or prices in the attached RFQ, RFP, or BID or of any other proposer, or to fix any overhead, profit or cost element of the RFQ, RFP, or BID price or the RFQ, RFP, or BID price of any 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 proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) VENDOR 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 VENDOR'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 VENDOR, or if they otherwise stand to personally gain if the contract is awarded to this VENDOR.

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall

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interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR 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
n/a	n/a

Witnesses:

Typed name: Donald Melvin

Typed name: Merica Mitchell

VENDOR:

Signed: Stephanie J Beer

Name: Stephanie Beer

Title: VP

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online

notarization, this 7 day of Nov., 2024 by Stephanie Beer, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This 7 day of Nov., 2024

Notary Public (Signature)

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

My Commission Expires: 8/21/26

(Signed) Stephanie J Beer

(Title) VP

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ANTI-KICKBACK AFFIDAVIT
TOWING AND STORAGE SERVICES

RFP No.: PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

I, Stephanie Beck (VP), on behalf of Becks Towing & Rec. Inc certify
Print Name and Title Company Name

that Becks Towing & Rec. 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.

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Beck's Towing & Recovery Inc.
COMPANY NAME

Stephanie Beck
SIGNATURE

Stephanie Beck
PRINT NAME

VP
TITLE

11/7/24
DATE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7 day of Nov., 2024 by Stephanie Beck, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 7 day of November, 2024

Abby Cook
Notary Public (Signature)

8/21/26
My Commission Expires:

ABBY COOK
MY COMMISSION # HH 303063
EXPIRES: August 21, 2026

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2025

Business Control Number: 0015576
Date Issued: 07/31/24

Business Name: Beck's Towing & Recovery Inc.
Business Location: 410 Ne 5th Ave

Any changes in name, address, suite, ownership, nature of business, etc. will require a new application.

25-00054347	493110	GENERAL WAREHOUSE/STORAGE	

City of Boynton Beach
100 E. Ocean Ave. • Boynton Beach, FL 33435-0190

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2025

Business Control Number: 0015576
Date Issued: 07/31/24

Business Name: Beck's Towing & Recovery Inc.
Business Location: 410 Ne 5th Ave

Any changes in name, address, suite, ownership, nature of business, etc. will require a new application.

25-00016528	488410	WRECKER/TOWING SERVICE	5 WRECKERS.

City of Boynton Beach
100 E. Ocean Ave. • Boynton Beach, FL 33435-0190

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3832

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
STORAGE	BECK STEVE E		B24.616126 07/03/2024	$33.00	B40164830

This document is valid only when receipted by the Tax Collector's Office.

BECKS TOWING AND RECOVERY INC
BECKS TOWING AND RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH FL 33435-3872

2 - 205

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020130783
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3832

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
TOWING SERVICE	BECK STEVE E		B24.615481 07/03/2024	$33.00	B40107291

This document is valid only when receipted by the Tax Collector's Office.

BECKS TOWING AND RECOVERY INC
BECKS TOWING AND RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH FL 33435-3872

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200323474
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BECK'S TOWING & RECOVERY, INC., a Florida corporation, filed on February 29, 1996, as shown by the records of this office.

The document number of this corporation is P96000019440.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capitol, this the
Fourth day of March, 1996

Sandra B. Mortham
Secretary of State

CR2EO22 (2-95)

Issue Date: October 11, 2024

Expiration Date: December 31, 2025

2025

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
CONSUMER AFFAIRS DIVISION
50 South Military Trail, #201
West Palm Beach, FL 33415
(561) 712-6600 (Main Office)
Boca/Delray and Glades Toll Free 1-(888) 852-7362
FAX (561) 712-6610
Website: www.pbcgov.com/consumer

Towing Business Operating Permit- formerly 2010-001

PBC#TP59

Issued to:

Beck's Towing & Recovery, Inc.

d/b/a: Beck's Towing & Recovery, Inc.
410 NE 5th Ave
Boynton Beach, FL 33435
Steven Beck, President

Beck's Towing & Recovery, Inc.

is hereby issued a Towing Operating Permit in Palm Beach County, Florida, in accordance with Palm Beach County Towing Ordinance 2010-001.

This permit is not transferable and may be suspended or revoked as provided by law.

Director, Palm Beach County Public Safety Department

NOTARY I.D. NO.
999691

COMMISSION NO.
HH 350453

STATE OF FLORIDA

Executive Department

I, Ron DeSantis, Governor of Florida, by virtue of the authority vested in me
by the Constitution and Laws of this State,
do hereby commission

Stephanie L. Beck

to be

NOTARY PUBLIC

in and for the State of Florida
from March 28, 2023 through March 27, 2027 and in the
Name of the People of the State of Florida to have, hold and exercise the said office and
all the powers and responsibilities appertaining thereto, and to receive the privileges
and emoluments thereof in accordance with the law,
In Testimony Whereof, I do hereunto set my hand and cause to be affixed the
Great Seal of the State, Tallahassee, Florida.

Governor

NPU

Secretary of State

INCORPORATED 1977
UNDER THE LAWS OF THE STATE OF FLORIDA

Professional Wrecker Operators of Florida, Inc.

MEMBERSHIP CERTIFICATE

2024 - 2025

This is to certify that BECK'S TOWING & TRANSPORT

is a member of Professional Wrecker Operators of Florida, Incorporated, and as such is entitled to all the rights, privileges and co-operation afforded by the Association this 10TH ***day of*** AUGUST, 2024.

President

PWOF
Professional Wrecker Operators of Florida, Inc.

Executive Director

ANTI-KICKBACK AFFIDAVIT
TOWING AND STORAGE SERVICES

RFP No.: PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **TOWING AND STORAGE SERVICES**

Solicitation No.: **PD25-015**

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. "Subcontractor" includes, but is not limited to, a sub-consultant.

"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 contractor 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.

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

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:	Beck's Towing + Recovery Inc
Authorized Signature:	Stephanie Beck
Print Name:	Stephanie Beck
Title	VP
Date:	11/7/24
Phone:	561 369 1096

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of Nov, 2024 by Stephanie Beck on behalf of Beck's Towing. He/she is personally known to me or has produced _____ as identification.

Abby Cook
NOTARY PUBLIC

Abby Cook
(Name of Notary Typed, Printed or Stamped)

Title or Rank

HH 303065
Serial number, if any

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
TOWING AND STORAGE SERVICES

RFP No.: PD25-015

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: November 7, 2024
Entity: Becks Towing + Recovery Inc

Signed: Stephanie J Beck
Name: Stephanie Beck
Title: VP

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 1 day of Nov, 2024 by Stephanie Beck as VP for Becks Towing, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)
Print Name: Abby Cook

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

My commission expires: 8/21/26

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
TOWING AND STORAGE SERVICES

RFP No.: PD25-015

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: ____November 7_____, 2024__ Signed: Stephanie J Beck

Entity: Beck's Towing & Recovery, Inc Name: Stephanie Beck

Title: VP

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this __7__ day of _November_____, 2024___, by Stephanie Beck, as VP for Becks Towing, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Abby Cook State of Florida at Large (Seal)

Print Name: Abby Cook

My commission expires: 8/21/26

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Item C

VEHICLE SCHEDULE

Insured: Beck's Towing & Recovery Inc.

Policy Term: 08/03/2024 To 08/03/2025

Vehicle Information

	YEAR	MAKE	MODEL	COMPRE-HENSIVE	COLLISION	ON HOOK & CARGO	VEHICLE I.D.
CLASS							
D	2003	Western Star	Wrecker	1000	1000	$150,000	5KKXAC0063PL89539
C	2012	Kenworth	Wrecker	1000	1000	$150,000	2NKHHN7X3CM325310
B	2016	Hino	Flatbed	1000	1000	$150,000	5PVNJ8JN9G4S52456
A	2016	Ford	Wheel Lift	1000	1000	$150,000	1FDUF5GT8GEC47532
B	2022	International	Flatbed	1000	1000	$150,000	1HTEUMML6NH595647
B	2023	International	Flatbed	1000	1000	$150,000	3HAEUMMLXPL044439
B	2023	Hino	Flatbed	1000	1000	$150,000	5PVNJ7BS8P5T50192

CRIME SCENE STORAGE FACILITY

Vehicles that are marked "HOLD" will be stored at the following locations:

OUTSIDE HOLD VEHICLES:

410 NE 5TH AVENUE
BOYNTON BEACH, FL 33435

INSIDE HOLD VEHICLES:

→ SHORT TERM HOLD - 5 DAYS OR LESS:

410 NE 5TH AVENUE
BOYNTON BEACH, FL 33435

→ LONG TERM HOLD - 5 DAYS OR MORE:

1600 SW 30TH AVENUE, BAY #8
BOYNTON BEACH, FL 33426

Beck's Towing & Recovery, Inc.

Storage Location 1	
Name on Building	Beck's Towing & Recovery, Inc.
Address	410 N.E. 6th Ave. Boynton Beach, FL 33435
Phone No. / Fax No.	561-369-1096 Fax 561-369-0698
Number of Inside Storage Spaces	10
Number of Outside Storage Spaces	100

Storage Location 2	
Name on Building	Beck's Towing & Recovery, Inc.
Address	1500 S.W. 30th Ave. #8, Boynton Beach, FL 33426
Phone No. / Fax No.	561-369-1096 Fax 561-369-0698
Number of Inside Storage Spaces	5
Number of Outside Storage Spaces	0

Storage Location 3	
Name on Building	
Address	
Phone No. / Fax No.	
Number of Inside Storage Spaces	
Number of Outside Storage Spaces	

* Crime Scene Storage Facility – For vehicles marked "HOLD" required to be in Palm Beach County and within a 10-mile radius of the City of Boynton Beach Police Department. Detail which inside storage location would be used. Detail which outside storage location would be used.

Total Number of Inside Storage	15
Total Number of Outside Storage	100

Detail the Security Equipment & other Measures put in place to exceed the Palm Beach County Towing Ordinance minimum storage requirements	*8" Fence with 2" barbed wire *Security Cameras *Security Lighting

TL12

FLORIDA VEHICLE REGISTRATION

CO/AGY 6 / 4 T# 2040826945
B# 16207704

PLATE **E8354E** DECAL **18140369** Expires **Midnight Wed 12/31/2025**

YR/MK	2022/TNL	BODY	TT	COLOR	WHI	Reg. Tax	270.10	Class Code	41
VIN	1HTEUMML8NH598647			TITLE	143041502	Init. Reg.		Tax Months	12
Plate Type	RUR	NET WT	9109	GVW	25500	County Fee	3.00	Back Tax Mos	0
						Mail Fee	0.95	Credit Class	
DL/FEID	-					Sales Tax		Credit Months	0
Date Issued	11/7/2024	Plate Issued	6/16/2021			Voluntary Fees			
						Grand Total	274.05		

BECKS TOWING & RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3872

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RUR - GVW WRECKER

TK15

FLORIDA VEHICLE REGISTRATION

CO/AGY 6 / 4 T# 2040677177
B# 16206230

PLATE **E7311D** DECAL **18121502** Expires **Midnight Wed 12/31/2025**

YR/MK	2023/INTL	BODY	TT	COLOR	WHI	Reg. Tax	270.10	Class Code	41
VIN	3HAEUMML XPL044439			TITLE	147771982	Init. Reg.		Tax Months	12
Plate Type	RUR	NET WT	9518	GVW	25900	County Fee	3.00	Back Tax Mos	0
						Mail Fee	0.95	Credit Class	
DL/FEID	650653585-02					Sales Tax		Credit Months	0
Date Issued	11/7/2024	Plate Issued	9/4/2015			Voluntary Fees			
						Grand Total	274.05		

BECKS TOWING & RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3872

IMPORTANT INFORMATION

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5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RUR - GVW WRECKER

TK 1

FLORIDA VEHICLE REGISTRATION

CO/AGY 6 / 4 T# 2040677109
B# 16206229

PLATE **E9079C** DECAL **18121495** Expires **Midnight Wed 12/31/2025**

YR/MK	2016/HINO	BODY	TT	COLOR	WHI	Reg. Tax	270.10	Class Code	41
VIN	5PVNJ8JN9G4552456			TITLE	123412504	Init. Reg.		Tax Months	12
Plate Type	RUR	NET WT	9840	GVW	25500	County Fee	3.00	Back Tax Mos	0
						Mail Fee	0.95	Credit Class	
DL/FEID	650653585-02					Sales Tax		Credit Months	0
Date Issued	11/7/2024	Plate Issued	11/19/2015			Voluntary Fees			
						Grand Total	274.05		

BECKS TOWING & RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3872

IMPORTANT INFORMATION

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RUR - GVW WRECKER

FLORIDA VEHICLE REGISTRATION

TK20

B# 374696

PLATE **D8127B** DECAL **10251289** Expires **Midnight Mon 6/30/2025**

YR/MK	2003/WSTR	BODY	TT	COLOR	BLK	Reg. Tax	50.10	Class Code	92
VIN	5KKXAC0063PL89539			TITLE	92261980	Init. Reg.		Tax Months	12
Plate Type	RTR	NET WT	16800			County Fee	3.00	Back Tax Mos	
						Mail Fee	0.90	Credit Class	
DL/FEID	650653686-02					Sales Tax		Credit Months	
Date Issued	6/15/2024	Plate Issued	5/25/2018			Voluntary Fees			
						Grand Total	54.00		

BECKS TOWING & RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3872

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
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4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RTR - REGULAR WRECKER

FLORIDA VEHICLE REGISTRATION

TK3

CO/AGY 6 / 9 T# 2044409851
B# 395273

PLATE **E0442D** DECAL **18548157** Expires **Midnight Wed 12/31/2025**

YR/MK	2012/KW	BODY	TT	COLOR	WHI	Reg. Tax	343.10	Class Code	41
VIN	2NKHHN7X3CM325310			TITLE	115373774	Init. Reg.		Tax Months	12
Plate Type	RUR	NET WT	10686	GVW	33000	County Fee	3.00	Back Tax Mos	
						Mail Fee	0.95	Credit Class	
DL/FEID	650653686-02					Sales Tax		Credit Months	
Date Issued	11/15/2024	Plate Issued	11/27/2017			Voluntary Fees			
						Grand Total	347.05		

BECKS TOWING & RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3872

IMPORTANT INFORMATION

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RUR - GVW WRECKER

FLORIDA VEHICLE REGISTRATION TK22

CO/AGY 6 / 4 T# 1961266617
B# 15855816

PLATE **D3311C** DECAL **09926221** Expires **Midnight Mon 06/30/2025**

YR/MK	2016/FORD	BODY	TT	COLOR	WHI	Reg. Tax	50.10	Class Code	92
VIN	1FDUF5GT8GEC47632			TITLE	123522739	Init. Reg.		Tax Months	12
Plate Type	RTR	NET WT	7189	GVW	18000	County Fee	3.00	Back Tax Mos	0
						Mail Fee	0.90	Credit Class	
DL/FEID	650653585-02					Sales Tax		Credit Months	0
Date Issued	5/8/2024	Plate Issued	6/16/2016			Voluntary Fees			
						Grand Total	54.00		

BECKS TOWING & RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3872

IMPORTANT INFORMATION

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5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RTR - REGULAR WRECKER

FLORIDA VEHICLE REGISTRATION TK9

CO/AGY 6 / 9 T# 2044409117
B# 395272

PLATE **BJ21AX** DECAL **18548073** Expires **Midnight Wed 12/31/2025**

YR/MK	2023/HINO	BODY	TT	COLOR	WHI	Reg. Tax	343.10	Class Code	41
VIN	5PVNJ7BS8P5T50192			TITLE	154017282	Init. Reg.		Tax Months	12
Plate Type	RUR	NET WT	13500	GVW	29500	County Fee	3.00	Back Tax Mos	
						Mail Fee	0.95	Credit Class	
DL/FEID	650653585-02					Sales Tax		Credit Months	
Date Issued	11/15/2024	Plate Issued	3/5/2024			Voluntary Fees			
						Grand Total	347.05		

BECKS TOWING & RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3872

IMPORTANT INFORMATION

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5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RUR - GVW WRECKER

Billing Summary Report

Item E

Beck's Towing & Recovery, Inc.
410 N.E. 5th Ave.
Boynton Beach, FL 33435

Period: **1/1/2024** through **11/7/2024**

CITY OF BOYNTON BEACH

Invoice		P.O.	Ticket	Pick-up Location	Destination	Vehicle	Amount
85095-1	1/11/2024	CASE#24-001332	85095	qwik stop 3001 N Seacrest Blvd Boynton Beach FL	BPD 2100 High Ridge Rd Boynton Beach FL	2015 HONDA CR-V LX	$192.00
85377-1	1/24/2024	CITY SHOP	85377	222 NE 9th Ave Boynton Beach FL	RIVA MOTORSPORTS 3801 N Dixie Hwy Deerfield Beach FL	TRAILER JET SKI &	$165.00
84545-1	1/26/2024	CITY SHOP	84545	222 NE 9th Ave Boynton Beach FL	FLORIDA DETROIT DIESEL 2277 NW 14th St Miami FL	2009 SUTPHEN	$750.00
85487-1	1/27/2024	CASE#24-2065	85487	3265 Orange St Boynton Beach FL	BPD FL	2016 TOYOTA COROLLA L/LE/S SERIES	$192.00
85422-1	2/6/2024	CITY SHOP	85422	Riva Motorsports 3801 N Dixie Hwy Deerfield Beach FL	CITY SHOP	TRAILER JET SKI &	$165.00
85673-1	2/16/2024	CITY SHOP	85673	222 NE 9th Ave Boynton Beach FL	BROWARD MOTORSPORTS 2300 Okeechobee Blvd West Palm Beach FL	TRAILER JET SKI &	$125.00
85683-1	2/21/2024	CITY SHOP	85683	Broward Motorsports Bicycles Palm Beach 2300 Okeechobee Blvd West Palm Beach FL	CITY SHOP 222 NE 9th Ave Boynton Beach FL	TRAILER JET SKI &	$125.00
85955-1	3/20/2024	CITY SHOP	85955	National Collision Center 5425 NW 9th Ave Fort Lauderdale FL	CITY SHOP 222 NE 9th Ave Boynton Beach FL	2015 FORD F350 SUPER DUTY	$210.00
86367-1	3/31/2024	CASE#24-5110	86367	5112 Cedar Lake Rd Boynton Beach FL	BPD 2100 High Ridge Rd Boynton Beach FL	2021 MERCEDES-BENZ CLA AMG 35 4MATIC	$229.50
86201-1	4/11/2024	CITY SHOP	86201	1187 Periwinkle Pl Wellington FL	CITY SHOP 222 NE 9th Ave Boynton Beach FL	2017 FORD EXPLORER POLICE INTERCEPT	$180.00
85845-1	5/17/2024	CITY SHOP	85845	222 NE 9th Ave Boynton Beach FL	NATIONAL COLLISION & TRUCK CENTER 5425 Powerline Rd Fort Lauderdale FL	2022 INTERNATIONAL MV607	$250.00

CITY OF BOYNTON BEACH

Invoice		P.O.	Ticket	Pick-up Location	Destination	Vehicle	Amount
86902-1	5/22/2024	RELOCATE FOR CITY PARTY	86902	222 NE 9th Ave Boynton Beach FL	RELOCATE DUE TO CITY PARTY	ISUZU NPR	$150.00
86903-1	5/22/2024	RELOCATE FOR CITY PARTY	86903	222 NE 9th Ave Boynton Beach FL	RELOCATE DUE TO CITY PARTY	2009 INTERNATIONAL 4000 SERIES 4300	$150.00
86711-1	5/24/2024	CASE#	86711	Boynton PoLICE STATION 2100 High Ridge Rd Boynton Beach FL	NO CHARGE-BOYNTON 222 NE 9th Ave Boynton Beach FL	2019 FORD EXPLORER POLICE INTERCEPT	$75.00
86905-1	6/7/2024	RELOCATE ON CITY PROPERTY	86905	222 NE 9th Ave Boynton Beach FL	RELOCATE	2019 FREIGHTLINER M2 106 MEDIUM DUTY	$150.00
85746-1	6/21/2024		85746	222 NE 9th Ave Boynton Beach FL	GENERAL GMC 360 N Military Trail West Palm Beach FL	2022 AUTOCAR LLC. XPEDITOR	$350.00
24-09807-1	7/3/2024	BPD OFFICER HICKMAN	24-09807	222 SW Starfish Ave Port St Lucie FL	T/C Boynton Beach FL	2023 FORD EXPLORER POLICE INTERCEPT	$450.00
87567-1	8/25/2024		87567	Boynton Beach Community High School 4975 Park Ridge Blvd Boynton Beach FL	J/S	Hummer	$50.00
87789-1	9/7/2024	CASE#24-12788	87789	2491 NW 1st St Boynton Beach FL	BOYNTON BEACH POLICE DEPT. 2100 HIGH RIDGE RD BOYNTON BEACH FL	2019 MERCEDES-BENZ S 560	$199.50
87614-1	9/23/2024		87614	4402 Martinique Ct Coconut Creek FL	CITY SHOP 222 NE 9th Ave Boynton Beach FL	2018 FORD EXPLORER POLICE INTERCEPT	$202.50
87853-1	9/27/2024		87853	201 E Sample Rd Deerfield Beach FL	T/C	2021 FORD EXPLORER POLICE INTERCEPT	$277.50
87935-1	9/29/2024		87935	1108 Green Pine Blvd West Palm Beach FL	2100 High Ridge Rd Boynton Beach FL	2023 FORD EXPLORER POLICE INTERCEPT	$202.50
87937-1	9/30/2024		87937	City Shop 222 NE 9th Ave Boynton Beach FL	ENVIROMENTAL PRODUCTS GROUP 1907 SW 43rd Terrace Deerfield Beach FL	SMALL STREET SWEEPER	$165.00
88012-1	10/2/2024	FELONY VEHICLE* KOCH	88012	Bpd 2100 High Ridge Rd Boynton Beach FL	CITY SHOP 222 NE 9th Ave Boynton Beach FL	2018 BMW X3 XDRIVE30I	$177.00
87950-1	10/14/2024		87950	Wawa 3420 SW Martin Hwy Palm City FL	CITY SHOP 222 NE 9th Ave Boynton Beach FL	2022 GMC TERRAIN SLE	$390.00
88197-1	10/30/2024		88197	95 NB 1.5 MILES S OF DONALD ROSS Jupiter FL	T/C	2023 FORD EXPLORER POLICE INTERCEPT	$150.00
106641-1	10/30/2024		106641	Kissimmee Shores Rd & State Road 60 E Lake Wales FL	CITY SHOP 222 NE 9th Ave Boynton Beach FL	2008 CHEVROLET SILVERADO C2500HD	$1,050.00
						CITY OF BOYNTON BEACH	**$6,772.50**

Report Total:	$6,772.50

Impound Lot Inventory Report

Date: 11/25/2024 8:38 AM

Beck's Towing Inc. Item E

Beck's

Impounded	Days	Vehicle	Req. By	Bill To	VIN	Tag	Job #	Ticket #	Member #	P.O. Number	Reason	Hold
10/04/24	52	Silver 1994 HONDA ACCORD EX	BOYNTON BEACH POLICE DEPT.	BOYNTON BEACH POLICE DEPT.	JHMCD5657RC008138	FL NHDP48	106394	88019		CASE#24-014047	Impound	
10/07/24	49	Blue 2008 NISSAN ALTIMA 2.5/2.5 S/2 5 SL	BOYNTON BEACH POLICE DEPT.	BOYNTON BEACH POLICE DEPT.	1N4AL21E48N524211	FL 47EKIZ	106426	88033		CASE#24-014187	Accident	
10/07/24	49	Red 2003 MERCEDES-BENZ SLK 230	BOYNTON BEACH POLICE DEPT.	BOYNTON BEACH POLICE DEPT.	WDBKK49F53F287935		106430	88120		CASE#24-14198	Arrest	
		Remarks:										
10/14/24	42	White 2005 NISSAN ALTIMA S/SL	BOYNTON BEACH POLICE DEPT.	BOYNTON BEACH POLICE DEPT.	1N4AL11D35C387979	FL BZ58UU	106488	88062		CASE#24-14552	Accident	
		Remarks: OWNER CALLED NOT HAPPY WITH CHARGES, HUNG UP AS I WAS READING THE CHARGES TO HER 11-16-2024. PER STATE FARM HER POLICY IS CANCELED I CALLED TO VERIFY 10-15-24 OR REMOVED PERS ITEMS 10-15-24 CALLED ABOUT PERS ITEMS 10-15 24 ASKED WHAT HAPPENS AFTER SHE GETS ITEMS OUT, ARGUED AS I EXPLAINED INS, NO INS, TITLE ETC, SAID OVER AND OVER SHE HAS FULL COVERAGE THEN HAD AN ATTITUDE AND HUNG UP										
10/17/24	39	Green 1987 FORD F350	BOYNTON CODE ENFORCEMENT	BOYNTON CODE ENFORCEMENT	1FDKF37L0HNA98434		106513	87902		CODE	CODE	
		Remarks: OWNER CALLED FOR CHARGES 11-14-24 KEEP PRICE 1287.50 ON MONDAY 11-18-24 OWNER CALLED FOR CHARGES 10-23-2024. TAG EXPIRED 2022										
10/22/24	34	Silver 2008 FORD FOCUS SE/SEL/SES	BOYNTON CODE ENFORCEMENT	BOYNTON CODE ENFORCEMENT	1FAHP35N08W229040		106557	87904			CODE	
10/29/24	27	Red 2024 TAOTAO B200	BOYNTON BEACH POLICE DEPT.	BOYNTON BEACH POLICE DEPT.	L9NLTNBR8R1914633		106627	88195		CASE#24-15263	DUI	
		Remarks: 18 PER DAY										
10/30/24	26	White 2009 HONDA CIVIC LX	BOYNTON BEACH POLICE DEPT.	BOYNTON BEACH POLICE DEPT.	2HGFA16539H526486	NA NA	106637	88216		CASE#24-015314	impound	
		Remarks: OR CALLED FOR CHARGES 11-14-24592.40 CASH 11-7-24										

Beck's **8 Vehicles**

Beck's Towing Inc.
410 N.E. 5th Ave.
Boynton Beach, FL 33435
Ph: (561) 369-1096
beckstowing@aol.com

Invoice #88467-1

Date: 11/25/2024

For:
BOYNTON BEACH POLICE DEPT.
2100 HIGH RIDGE RD
BOYNTON BEACH, FL 33426

Due Date	Terms	P.O. Number
12/25/2024	Net 30	CASE#24-016487

From: 1625 S Federal Hwy, Boynton Beach, FL 33435
To: 410 N.E. 5th Ave., Boynton Beach, FL 33435
Vehicle: White 2004 HONDA ACCORD EX EX
VIN: 1HGCM56814A026748
Tag: RENH31 FL **Odometer:**

Service Date: 11/25/2024 11:33:00 AM
Owner: NA

Phone #: 561
Member #:
Ticket #: 88467

Qty	Service	Rate	Adjustment	Tax	Amount
1.00	Flatbed Light	$182.00	$0.00	$0.00	$182.00
2.00	Mileage	$7.50	$0.00	$0.00	$15.00
1.00	Administration fee	$50.00	$0.00	$3.50	$53.50
1.00	City of Boynton Beach Admin fee	$45.50	$0.00	$0.00	$45.50
			Total		**$296.00**

Notes:
If you have questions or complaints about a non-consent towing rate unable to be resolved by the towing company management, contact the Palm Beach County Consumer Affairs Division, West Palm Beach, Florida at 561-712-6600 or www.pbcgov.com/consumer

Received By: **Date:**

Beck's Towing Inc.
410 N.E. 5th Ave.
Boynton Beach, FL 33435

Job #106874

Status: Impound

Scheduled: 11/25/2024 11:21:00 AM

REQUESTOR

Requested By:	BOYNTON BEACH POLICE DEPT	
Contact:		
Owner:	NA	561
Loc. Landmark:		
Loc.Address:	1625 S Federal Hwy	
	Boynton Beach, FL 33435	
Loc. Zone:	A Zone	
Notes:		

VEHICLE

Make & Model:	White 2004 HONDA ACCORD EX EX	
Vehicle #:		VIN: 1HGCM56814A026748
Tag:	RENH31	Tag State: FL
Key Location:	Yes	Odometer:
Reason:	Accident	
Req. Truck	Flatbed	

DETAILS

Dest.Impound:	Beck's	PO #	CASE#24-016487
Dest. Address:	410 N.E. 5th Ave.	Pay Method:	Account
	Boynton Beach, FL 33435	Member No.:	
Dest. Zone:	A Zone	Member Limit:	Mileage Limit:
Bill To:	BOYNTON BEACH POLICE DEPT.	Co-Pay:	
Ticket #:	88467	Quoted Price:	**Actual Price: $296.00**
Remarks:			

SERVICES

Flatbed Light	$182.00
Mileage	$15.00
Administration fee	$53.50
City of Boynton Beach Admin fee	$45.50

ASSIGNED TO

Driver:	MERRICK MITCHELL
Vehicle:	(12) Flatbed
Add'l Drivers:	

USERS INVOLVED

Call Taker:	KEN SONS
Dispatcher:	KEN SONS
Cancelled By:	
Cancel Reason:	

TIME STAMPS

Received:	11/25/2024 11:02 AM
Dispatched:	11/25/2024 11:02 AM
Assigned:	11/25/2024 11:02 AM
Confirmed:	11/25/2024 11:06 AM
En Route:	11/25/2024 11:06 AM
Arrived:	11/25/2024 11:09 AM
Left Scene:	11/25/2024 11:20 AM
Dest. Arrived	11/25/2024 11:30 AM
Finished:	11/25/2024 11:33 AM

PROFESSIONAL WRECKER OPERATORS OF FLORIDA, INC. - ORLANDO, FLORIDA



BECK'S

PWOF

"What the heck... Call Beck"

410 N.E. 5th Avenue • Boynton Beach, Florida 33435
(561) 369-1096 • FAX (561) 369-0698
P.B.C.L. #TP 59

DATE	TIME AM PM	REQUESTED BY	
LOCATION OF VEHICLE			
YEAR	MAKE/MODEL/COLOR		DRIVER
VEHICLE LICENSE #	VIN NO.		
BILL TO	PHONE		VEH. MILEAGE
OWNER	ATTN		R.O. NUMBER
ADDRESS CITY STATE ZIP			P.O. NUMBER
TOWED TO			
ROAD SERVICE ☐ NOT DRIVEABLE ☐ HOIST TOW ☐ KEYS ☐ CARRIER ☐			
RELEASED TO	DATE	SIGNATURE	

MILES	FREE	MILES @	PER MILE
STORAGE CHG.		DAYS AT	PER DAY

MEM #		
AUTH #	TOWING	
REMARKS	LABOR	
	CAR COVER	
	ADM. FEE	
	PAY OUT	
	2ND TOW	
INSIDE STORAGE ☐ HOLD ☐	TAX	
AUTHORIZED SIGNATURE	TOTAL	

SIGNING THIS FORM RELEASES BECK'S TOWING & RECOVERY FROM ANY LIABILITY

88549 *"Remember, professional service doesn't cost, it simply pays"*

Lease Inside Storage

BASIC LEASE INFORMATION

Lease Date: January __, 2024

Landlord: **Lynmack, LLC**, a Florida limited liability company

Tenant: **Becks Towing & Recovery, Inc**

EIN: 65-0653585

Premises: Suite # 8, containing approximately rentable square feet, located in the building commonly known as 1500 SW 30th Ave., Boynton Beach, FL 33426 (the "**Building**"). The Premises are outlined on the plan attached to the Lease as **Exhibit A**. The term "**Property**" shall collectively refer to the Building, the land on which the Property is located and the driveways, parking facilities, and similar improvements and easements associated with the foregoing or the operations thereof.

Delivery Date: The later to occur of (a) the Effective Date of the Lease, and (b) Landlord's receipt of (i) the Prepaid Rent pursuant to Section 4 of the Lease, (ii) the Security Deposit pursuant to Section 6 of the Lease; and (iii) the certificate of insurance pursuant to Section 11 of the Lease.

Term: Twelve (12) full calendar months, plus any partial month from the Commencement Date to the end of the month in which the Commencement Date falls, starting on the Commencement Date and ending at 5:00 p.m. local time on the last day of the twelfth (12th) full calendar month following the Commencement Date (the "**Expiration Date**").

Permitted Use: Light Industrial; flex office/warehouse, in compliance with Section 9 of the Lease.

Commencement Date: Upon fully executed Lease

Base Rent: Base Rent shall be the following amounts for the following periods of time:

Parking Density: No More than 3 parking spots per 1,000 SF

Period	Annual Base Rent Per Sq Ft	Base Rent	Sales Tax	Pro-Rated Share of Operating Expenses*	Total Monthly Amount Due
January 1, 2024 – December 31, 2024	$16.48	$1,812.80	$99.70	$772.20	$2,684.70

* Operating Expenses are also referred to as Additional Rent - Breakdown for reference purposes only:

Article	Definition	Price Per Sq Ft	Pro-Rata Share SF	Monthly Amount
4.2.1	Operating Costs	$ 2.15	1320	$236.50
4.2.2	Insurances	$ 2.15	1320	$236.50
4.2.3	Real Estate Taxes	$ 2.72	1320	$299.20

Security Deposit: Three Thousand Three Hundred Dollars 00/00 ($3,300.00)

Additional Rent: Tenant's Proportionate Share of Operating Costs and Taxes (see table above).

Rent: Base Rent, Additional Rent, and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease.

LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED

This Lease is executed as of the Lease Date (as defined in the Basic Lease Information).

LANDLORD

Lynmack, LLC
a Florida limited liability company

By: _____
Name: Steven D. Macko
Its: Manager 12/26/2023

TENANT

Beck's Towing & Recovery, Inc.

By: _____
Name: Stephanie Beck
Its: Vice President

EXHIBIT A

LEGAL DESCRIPTION

LAWSON INDUSTRIAL PARK PL 1 LOT 14

M1 LIGHT INDUSTRIAL (08 BOYNTON BEACH)

John I. Leonard Community High School

Home of the Mighty Lancers!

Melissa Patterson
Principal

April 24, 2019

Beck's Towing & Recovery Inc.
410 North East 5th Avenue
Boynton Beach, Fl 33435

Our Friends at Beck's Towing & Recovery,

On behalf of John I. Leonard High School, I would like to thank you for your generous donation $750 to our ESE department to assist with the cost of prom for our special needs seniors. The monies will allow for the students to a wonderful memory that they may not have had without your generosity.

It is individuals and businesses, like yourself, who are making a true difference in the lives and education of our students. The students, and teachers, of John I. Leonard rely on the generosity of donors such as yourself and are grateful for your continued support.

Thank you once again.

Sincerely,

Melissa Patterson
Principal

MP:cam

4701 Tenth Avenue North • Greenacres, Florida 33463 • Phone (561)491-8347 • Fax (561)491-8373

The School District of Palm Beach County prohibits discrimination against students, employees, and applicants on the basis of religion, race, ethnicity, national origin, color, sex, marital status, age, parental status and disability in any of its programs, services or activities.

CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE SUBMITTALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal 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 submittals will be followed if none of the tied Professionals have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) 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.

3) Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, 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 5 days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6) 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 firm complies fully with the above requirements.

Professional's Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2024

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
Chase Insurance Agency, Inc
333 N W 70 Ave; #108
Plantation FL 33317

CONTACT NAME: Jennifer Benedetto
PHONE (A/C, No, Ext): 954-792-4300 FAX (A/C, No): 954-791-9344
E-MAIL ADDRESS: jennifer@chaseinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Florida Citrus, Busi & indus	31269
INSURER B: Trisura Insurance Company	22225
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED BECKS-1
Beck's Towing & Recovery, Inc
410 NE 5th Ave
Boynton Beach FL 33435

COVERAGES **CERTIFICATE NUMBER:** 1524807753 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y		149 TTS FL 100264-01	8/3/2024	8/3/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			149 TTS FL 100264-01	8/3/2024	8/3/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			10653553-2024	11/24/2024	11/24/2025	PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Garagekeepers Legal Liability			149 TTS FL 100264-01	8/3/2024	8/3/2025	$500 Ded	$150,000
B	On-Hook & Cargo			149 TTS FL 100264-01	8/3/2024	8/3/2025	$1000 Ded	$150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Garagekeepers Legal Liability covered locations: 410 NE 5th Ave., Boynton Beach, FL 33435 & 1499 SW 30th Ave., Boynton Beach, FL 33426.
The City of Boynton Beach, it's officers, employees and agents are included as additional insured where required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
PO Box 310
Boynton Beach FL 33425

CANCELLATION 30 DAYS & 10 FOR NON-PAYMENT

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
Mark Chase

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NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

TOWING AND STORAGE SERVICES

RFP No. PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Palm Beach) :

Stephanie Beau, being first duly sworn, deposes and says that:

1) He/She is VP (Title) of Recis Towing + Recovery Inc. (Name of Corporation or Integrator), the proposer that has submitted the attached RFQ, RFP, or 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) Said RFQ, RFP, or BID is genuine and is not a collusive or sham RFQ, RFP, or BID;

4) Further, the said proposer 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 proposer, integrator or person to submit a collusive or sham RFQ, RFP, or BID in connection with the Contract for which the attached RFQ, RFP, or 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 proposer, integrator or person to fix the price or prices in the attached RFQ, RFP, or BID or of any other proposer, or to fix any overhead, profit or cost element of the RFQ, RFP, or BID price or the RFQ, RFP, or BID price of any 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 proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) VENDOR 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 VENDOR'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 VENDOR, or if they otherwise stand to personally gain if the contract is awarded to this VENDOR.

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR 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
N/A	N/A

Witnesses:

Typed name: Ken Sons

Typed name: merrick mraven

VENDOR:

Signed: Stephanie Beck

Name: Stephanie Beck

Title: VP

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 7 day of NOV, 2024 by Stephanie Beck, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 7 day of NOV, 2024

Abby Cook
Notary Public (Signature)

My Commission Expires: 8/21/26

(Signed) Stephanie Beck

(Title) VP

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

TOWING AND STORAGE SERVICES

RFP No. PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

I, Stephanie Beck VP, on behalf of Beck's Towing + Recovery Inc. certify
Print Name and Title Company Name

that Beck's Towing + Recovery 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 Consultant of the City's determination concerning the false certification. The Consultant 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 Consultant 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 s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant 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.

Becks Towing + Recovery Inc. Stephanie Beck

COMPANY NAME SIGNATURE

Stephanie Beck VP

PRINT NAME TITLE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7 day of NOV, 2024 by Stephanie Beck, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 7 day of NOV, 2024

Notary Public (Signature)

8/21/26
My Commission Expires:

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TOWING AND STORAGE SERVICES

RFP No. PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **TOWING AND STORAGE SERVICES**

Solicitation No.: **PD25-015**

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 contractor 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.

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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:	Becks Towing + Recovery Inc.
Authorized Signature:	Stephanie Beck
Print Name:	Stephanie Beck
Title	VP
Date:	11/7/24
Phone:	561 369 1096

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 7 day of NOV, 2024 by Stephanie Beck on behalf of Becks Towing + Recovery Inc. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

ABBY COOK
NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION # HH 306515
EXPIRES: August 21, 2026

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

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AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TOWING AND STORAGE SERVICES

RFP No. PD25-015

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: NOV 7, 2024

Entity: Beck's Towing + Recovery Inc

Signed: Stephanie Beck

Name: Stephanie Beck

Title: VP

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7 day of NOV, 2024, by Stephanie Beck, as VP for Beck's Towing + Recovery Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

ABBY CLARK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

My commission expires: 8/21/26

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Sunbiz.org Division of Corporations
an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
BECK'S TOWING & RECOVERY, INC.

Filing Information

Document Number	P96000019440
FEI/EIN Number	65-0653585
Date Filed	02/29/1996
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/08/2017
Event Effective Date	NONE

Principal Address

410 N.E. FIFTH AVE.
BOYNTON BEACH, FL 33435

Changed: 02/10/2005

Mailing Address

410 N.E. FIFTH AVE.
BOYNTON BEACH, FL 33435

Changed: 02/10/2004

Registered Agent Name & Address

BECK, STEVEN E
410 N.E. FIFTH AVE.
BOYNTON BEACH, FL 33435

Address Changed: 02/10/2004

Officer/Director Detail

Name & Address

Title D

BECK, STEVEN E
410 N.E. FIFTH AVE.
BOYNTON BEACH, FL 33435

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

Title V

BECK, STEPHANIE
8943 THUMBWOOD CIR #C
BOYNTON BEACH, FL 33436

Annual Reports

Report Year	Filed Date
2022	01/25/2022
2023	01/13/2023
2024	01/12/2024

Document Images

01/12/2024 -- ANNUAL REPORT	View image in PDF format
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05/08/2017 -- Amendment	View image in PDF format
02/10/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/14/2015 -- ANNUAL REPORT	View image in PDF format
01/16/2014 -- ANNUAL REPORT	View image in PDF format
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02/04/2011 -- ANNUAL REPORT	View image in PDF format
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04/23/2009 -- ANNUAL REPORT	View image in PDF format
01/08/2008 -- ANNUAL REPORT	View image in PDF format
01/22/2007 -- ANNUAL REPORT	View image in PDF format
01/24/2006 -- ANNUAL REPORT	View image in PDF format
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08/17/2000 -- ANNUAL REPORT	View image in PDF format
07/22/1999 -- ANNUAL REPORT	View image in PDF format
02/18/1998 -- ANNUAL REPORT	View image in PDF format
01/29/1997 -- ANNUAL REPORT	View image in PDF format
02/29/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

Division of Consumer Affairs

Maximum Non-Consent Towing & Immobilization Rates

Rate Type	Fiscal Year 24 10/1/23 - 9/30/24	Fiscal Year 25 10/1/24 - 9/30/25
Private Property Impound Tow Class A Class B Class C Class D No other fees may be imposed for the first 24 hours the vehicle is in the care, custody and control of the towing operator, **except: a)** applicable storage fees may be charged after the proper police authority has been notified and the vehicle has been in the possession of the towing operator for at least 6 hours and **b)** "extra time at scene" when a law enforcement agency is called/involved and when the officer's name and badge number and detailed explanation is provided.	 Flat Rate $142 Flat Rate $250 Flat Rate $355 Flat Rate $355	 Flat Rate $146 Flat Rate $258 Flat Rate $366 Flat Rate $366
Police Directed Tow Class A Class B Class C – applies to non-commercial vehicles only Class D – applies to non-commercial vehicles only	 $177 $263 $392 $562	 $182 $271 $404 $579
Per mile fee for Police Directed Tow Class A Class B Class C Class D	 $7.50 $8.50 $10.00 $12.50	 $7.50 $8.50 $10.00 $12.50
Outdoor storage per 24 hrs.- vehicles 25' or less after first 6 hours	$29	$30
Outdoor storage per 24 hrs. – vehicles longer than 25' after first 6 hours	$40	$41
Outdoor storage per 24 hrs. - motorcycles, ATVs, scooters, other small personal vehicles after first 6 hours.	$18	$18

Rate Type	Fiscal Year 24 10/1/23 - 9/30/24	Fiscal Year 25 10/1/24 - 9/30/25
Indoor storage per 24 hrs. - vehicles 25' or less after first 6 hours.	$40	$41
Indoor storage per 24 hrs. - vehicles longer than 25' after first 6 hours. Applies to non-commercial vehicles only.	$58	$59
Indoor storage per 24 hrs. - motorcycles, ATVs, scooters, other small personal vehicles after first 6 hours.	$23	$23
Drop Charge – When the vehicle/vessel owner or authorized driver/agent arrives at the scene prior to the vehicle/vessel being removed or towed from the property, the vehicle/vessel shall be disconnected from the tow truck and the vehicle/vessel owner or authorized driver/agent shall be allowed to remove the vehicle/vessel without interference upon payment of a reasonable service fee of not more than one-half of the posted rate for such towing service.	One-half of the posted rate for such towing service	
Administrative/Lien Fee – Applicable only after 24-hours from time of police report. Must show proof that ownership search is conducted, and police agency authorized the vehicle/vessel to be impounded or police agency has been notified by the tow truck company that the tow truck company is in possession of a vehicle/vessel as a result of a private property impound. Fees in excess of this administrative/lien flat fee may be charged by the tow company for *actual expenses* incurred to meet requirements such as lien notification letters, certified mail receipts, advertisements or any other requirement as imposed by Section 713.78, Florida Statute so long as the tow company has detailed supporting proof of actual expenditures (i.e. invoices, bills, payments) and are kept on file with the tow company.	$50 maximum flat fee plus actual 3rd party fees	
After Hour Gate Fee – may not be applied between the hours of 7 a.m. and 6 p.m. Monday through Friday (excluding federal holidays) and not for 1 hour after a vehicle has been impounded all other times when: **a.** Impounded vehicles/vessel are recovered by the owner or authorized driver/agent; or **b.** The owner or authorized driver/agent wishes to recover property from an impounded vehicle/vessel.	$39	
Extra Time at Scene - First one-half hour to be included in the initial cost per call. Charges are in 15 minute intervals. All extra time/labor shall be documented by the tow truck operator and shall include the name of the law enforcement agency and the law enforcement agency case number or the officer's name and badge number. The documentation shall also include a detailed explanation of the services rendered which necessitated the charges and if possible photographs of the scene.	25% of applicable towing fee in 15 minute intervals	

Rate Type	Fiscal Year 24 10/1/23 - 9/30/24	Fiscal Year 25 10/1/24 - 9/30/25
Underwater Recovery - Performed by a certified/ professional diver with the written documentation and approval by the investigating law enforcement agency/ officer.	$100 plus cost per hour (port-to-port)	
Hazardous material clean-up and disposal as required, mandated and/or licensed through state or local laws and approved by the investigating law enforcement agency/officer.	Towing company prevailing rates	
Credit Card Convenience Fee – fee that may be assessed and added to an invoice, if a credit card is used for the transaction. *The fee is intended to offset the cost associated with accepting credit card payments.*	Not more than 3% of the invoice	
IMMOBILIZATION SERVICES		
Release of immobilization device(s) per vehicle	$77	$80
Credit Card Convenience Fee – fee that may be assessed and added to an invoice if a credit card is used for the transaction. *The fee is intended to offset the cost associated with accepting credit card payments.*	Not more than 3% of the invoice	

The next adjustment will occur 10/1/2025 in accordance with the Towing and Immobilization Services Ord.

REVISED

REQUEST FOR PROPOSALS (RFP)
FOR
TOWING AND STORAGE SERVICES

RFP No. PD25-015

MANDATORY PRE-PROPOSAL CONFERENCE
NOVEMBER 12, 2024, AT 3:30 P.M.

LOCATION:
CITY OF BOYNTON BEACH
CITY HALL, ROOM 115
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435

ONLINE SUBMISSION ONLY

Boynton-beach.bidsandtenders.net

RFP CLOSING DATE: DECEMBER 6, 2024
NO LATER THAN 2:30 P. M.

THE DEADLINE FOR QUESTIONS CONCERNING THIS RFP
NOVEMBER 26, 2024 @ 2:30 P.M.

REQUEST FOR PROPOSAL
FOR
TOWING AND STORAGE SERVICES

RFP No. PD25-015

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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: (561) 742-6310

REQUEST FOR PROPOSAL
FOR
TOWING AND STORAGE SERVICES

RFP No. PD25-015

NOTICE TO PROPOSERS

Electronic Proposals shall be received by the bidding system no later than **DECEMBER 6, 2024, No Later Than 2:30 PM (Local Time).**

All Proposals will be publicly opened and only the names of the Proposers will be disclosed. RFP's received after the assigned date and time are not permitted by the bidding system. For the above reasons, it is recommended that you allow sufficient time to complete your online submission and to resolve any issues that may arise. The closing time and date shall be determined by the Bidding System's web clock.

ATTENTION, ALL INTERESTED RESPONDENTS:

To obtain documents online please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF SERVICES:

The City of Boynton Beach is seeking proposals from qualified firms to provide towing, storage, and disposal of abandoned, unregistered, and junked vehicles, trailers, and boats at the request of the City Police Department, Code Enforcement Department, Parks & Recreation Department, or other City Department(s) as may be designated by the City from time to time. The contract to be awarded is not an exclusive contract.

Pursuant to Florida Statute Section 715.07 any vehicle or vessel towed or removed from the City of Boynton Beach must be stored at a site within a ten (10) mile radius of the point of removal. The City intends to contract only with qualified firms with storage sites located within Palm Beach County and within ten (10) miles of the City due to statutory and jurisdictional restrictions.

ELIGIBILITY:

A. Proposers will be eligible to respond to this Request for Proposal if the firms demonstrate that they or the principals assigned to this project have successfully completed services similar to those specified in the Scope of Services of this RFP.

B. Proposers must include as a part of the RFP submittal, sufficient documentation, client references, and qualifications to support their ability and experience to perform the services contained in the RFP.

PRE-PROPOSAL CONFERENCE:

A **MANDATORY** Pre-Proposal Conference is scheduled for **NOVEMBER 12, 2024, at 3:30 P.M**. to be held at City of Boynton Beach City Hall Room 115, 100 East Ocean Avenue, Boynton Beach, Florida 33435. Attendance is **mandatory** and proof of attendance will be indicated by the proposer's signature or their appointee on the attendance sheet provided at the Pre-Proposal Conference. The purpose of this meeting is to provide a forum for all concerned parties to discuss and answer questions on the solicitation document, review the projected schedule, and discuss other relevant issues. In the event that any discussions or questions at the pre-proposal meeting require, in the City's opinion, official additions, deletions, or clarifications of the solicitation, or any other document, the City will issue an addendum to this Request for Proposals, as the City determines is appropriate.

No oral representation or discussion taking place at the pre-proposal meeting will be binding or may be relied upon by any person or entity. All questions prior to the pre-proposal meeting should be submitted in writing by the deadline stated.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, bid, or other response and shall remain in effect until City Commission awards or approves a contract rejects all bids or responses or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for an award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.071, sealed Bids, Proposal or Responses received by the City in response to a Request for Qualification or Invitation to Bid are exempt from public records disclosure requirements until the City provides a notice of intended decision or thirty (30) days after the opening of the Proposals/Bids. If the City rejects all Responses submitted in accordance with a Request for Proposal/Qualification or Invitation to Bid, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Bid, Proposal, Response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Bids, Proposals, or replies.

Questions related to this RFP are to be submitted to the Purchasing representative through the Bidding System only by clicking on the "Submit a Question" button for this specific Solicitation.

CITY OF BOYNTON BEACH

REQUEST FOR PROPOSAL
FOR
TOWING AND STORAGE SERVICES

RFP No. PD25-015

SECTION 1 – BACKGROUND, AND SCOPE OF SERVICES

BACKGROUND

Boynton Beach is a full-service City located within the boundaries of Palm Beach County. Commission Members are elected one from each district, and a Mayor is elected at large on a non-partisan basis for three-year terms. The City Commission appoints the City Manager, who is the Chief Administrative Officer of the City and directs the business of the City and its various departments. The City Commission determines policy, adopts legislation, approves the City's budget, sets taxes and fees, and appoints the City Attorney and members of various boards and committees.

The City provides a full range of municipal services. The public safety program includes Police and Fire protection. The Recreation and Parks Department provides services for the Oceanfront Park, Denson Pool, tennis courts, many neighborhood parks, and multiple community centers to provide a well-rounded, active recreation program. The City also operates the Links Golf Course and the City of Boynton Beach Library. The Public Works Department provides essential street construction and highway maintenance, sanitation, and other technical construction assistance to the City. The Utility department provides water and waste water services. Additional services provided include building inspection, planning, zoning, engineering, and cemetery, as well as general administrative services.

TERM

The City intends to award a contract for a two (2) year period, with an option for three (3), one (1) year renewal periods if mutually agreeable and determined to be in the City's best interests.

PURPOSE

The City of Boynton Beach is seeking proposals from qualified firms with substantial experience and capabilities to provide towing, storage, and disposal of abandoned, unregistered, and junked vehicles, trailers, and boats at the request of the City Police Department, Code Enforcement Department, Parks & Recreation Department, or other City Department(s) as may be designated by the City from time to time.

Pursuant to Florida Statute Section 715.07, any vehicle or vessel towed or removed from the City of Boynton Beach must be stored at a site within ten (10) mile radius of the point of removal. The City intends to contract only with qualified firms with storage sites located within Palm Beach County and within ten (10) miles of the City police jurisdiction. Other due to statutory and jurisdictional restrictions.

Palm Beach County Towing Rates:
See Exhibit C for current Palm Beach County Maximum Non-Consent Towing & Immobilization Rates that are applicable to this RFP and awarded Contractor. The City and awarded Contractor shall remain consistent with the Palm Beach County Towing Rates, which may be amended from time to time.

Firms to be considered for this Request for Proposal must have a base of operation and auto storage facility located within the City's Police Jurisdiction and must provide proof of ownership or lease agreement for the storage facilities with the proposal response. The storage facility and base of operation must be in Palm Beach County.

Disposal of vehicles shall be in accordance with all applicable Environmental, Federal, State, and local laws, regulations, statutes, and ordinances. Storage of vehicles shall be in accordance with all Department of Motor Vehicles rules and regulations, as outlined in the Florida Statutes, regarding storage or impound of vehicles and/or abandoned vehicles on any street, highway, public or private property.

In the event a Contractor cannot respond promptly to a call for service and is temporarily unable to perform as required by this agreement, the City may assign that call or calls to another Contractor until the situation is resolved.

ELIGIBILITY REQUIREMENTS / QUALIFICATIONS

Contractor shall meet or exceed the requirements identified herein in order to be considered for evaluation by the City of Boynton Beach. Failure to meet any of the requirements will result in the RFP response being considered non-responsive and will not be considered.

Contractor must be regularly engaged in the towing business and shall have operated under the name used for this proposal for a minimum of three (3) years and shall have obtained an operating permit from Palm Beach County for a minimum of one year. One-year time frame shall be calculated from RFP closing date. Business interests in automotive/truck repairs, paint and body, salvage, junkyard, or recycling business must be disclosed.

Contractor is responsible for meeting the minimum eligibility requirements during the entire term of the contract. Failure to maintain minimum eligibility requirements constitutes material default under the terms of the agreement and will, at the option of the City result in termination of the agreement.

Contractor shall operate and maintain a business office within the City and possess an appropriate Business Tax License.

Contractor shall not be delinquent in any amounts due to the City, including money owed to the City from previous franchise agreements.

SCOPE OF SERVICES - TOWING

The Contractor(s) will supply the City of Boynton Beach towing and storage services. The Contractor(s) will provide twenty-four (24) hour towing services, 365 days per year, for the City or its assigned zone (in the event of multiple awards)

Contractor(s), while acting under the Agreement, will obey all traffic laws of the State of Florida and the City, and agrees that no vehicle operated by Contractor, Contractor's agents, or assigns, will be operated as an emergency vehicle. The Contractor(s) shall conduct business in an orderly, ethical, and business-like manner and use every means to obtain and keep the confidence of the motoring public. All public contact shall be in a courteous and orderly manner.

The Contractor(s) will be given first call for all towing services requested by the City unless a motorist makes a specific request for another provider. The City reserves the right to request another towing service in an emergency situation or allow the Contractor to subcontract if necessary. The Contractor(s) shall charge for the tow and/or storage of any vehicle directly to the owner or operator thereof, and not to the City, in accordance with the most current Palm Beach County Rate Schedule as approved by Palm Beach County Ordinance. Vehicles towed and/or stored under the provisions of this contract shall only be taken to the approved storage location or to a location approved by the owner for a non "Hold" vehicle. Towing, paperwork processing, and use of the most recent Palm Beach County Towing Ordinance Storage Fees are set forth herein.

For Police directed tows only, the Contractor will charge the vehicle owner an Administrative fee equal to twenty-five percent (25%) of the initial tow fee, based on class of tow, as set forth in Section 14-5.1 of the City Code of Ordinances. All administrative fees collected in a month will be forwarded from the Contractor to the City by the 14th day of the following month.

Prior to tow, the Police Officer or designated City Official will determine whether the action is to be considered a Police action, a Code Enforcement action, trespass, or other type of action. Contractor shall provide the following tows:

A. Police action includes, but is not limited to, accidents, stolen vehicles, criminal offenses, traffic, and parking violations. In Police action tows, the motor vehicle operator or owner is responsible for payment of charges imposed by the Contractor in accordance with the rate schedule, see Exhibit A. The City shall not be responsible for charges imposed.

   Police directed for vehicles/vessels incapacitated as a result of an accident or involved in a crime and the owner cannot or will not secure the services of his/her own towing service.

   If a vehicle is towed to the Police Department sally port for investigative reasons, the second tow to the storage facility will be considered part of the original tow making it one towing event, if it is within a five-day period.

B. Code Enforcement action will include, but not be limited to, abandoned or derelict vehicles or property, including without limitation vehicles and boats on trailers. In Code Enforcement tows, the motor vehicle or boat owner is responsible for payment of charges imposed by the Contractor in accordance with the rate schedule, see Exhibit A. The City shall not be responsible for charges imposed.

C. The Contractor shall tow any City vehicle in need of tow, on a 24/7 basis, upon the request of the Fleet Maintenance Supervisor or designee to any location designated within the City. Towing of City Vehicles and/or vessels shall be at no charge to the City. Towing of City vehicles outside Palm Beach County shall be in accordance with mileage schedule provided in Palm Beach County Towing Ordinance 2022-021, as amended. The Contractor shall provide free roadside service for all Class “A” and Class “B” City fleet vehicles that are disabled and present a safety concern.

No vehicle/vessel will be towed from any location within the City limits without a tow receipt completed by a City Supervisor or designee prior to the Contractor taking possession of the vehicle/vessel.

Owner or authorized agent of vehicle shall be allowed to remove personal unattached property from vehicle on a one-time basis at no charge subject to signing a receipt which lists the removed unattached property

The Contractor shall provide a communication system adequate to cover the City. The Communication System shall be between the Contractor’s base station and all service trucks utilized to provide the service. The Contractor shall notify the Police Department and Code Enforcement Department of any additional telephone numbers, fax numbers, and/or changes. The phone system must include an automated ring down line to the Police Department dispatcher with a power backup.

All requests for service shall be made through the City Police Department, Code Enforcement Department, Parks & Recreation Department, or other City Department(s) designated by the City from time to time. The City reservices the right to cancel a request for service at any time, including up to the time of hookup. Hookup consists of complete mechanical connection. The Contractor shall not charge for a mere response to a service call. The City will strive to keep applicable towing requests for abandoned vehicles within the normal work week, however, the Code Enforcement Department may, from time to time, require weekend towing service of abandoned property. The City will give Contractor(s) prior notice of these times.

Contractor(s) shall comply with all applicable provisions of Florida Statute 715.07 as it pertains to tows from private property. Contractor’s truck operators shall be responsible for removing glass and/or other debris from the street as a result of a traffic crash. The debris shall be placed in a suitable container, removed by the operator, and disposed of in accordance with all applicable laws. No debris shall be left curb-side. Brooms, etc., to remove debris must be on towing vehicles at all times to ensure the area is sufficiently cleaned. If debris is left at the scene the Contractor will be required to return and remove debris within thirty (30) minutes from call at no expense to the City. The cost of such normal accident cleanup shall be included in the basic towing rate, and no separate charge made to the City or vehicle owner.

In the event the accident creates a major oil or fuel spill or other unusual circumstance that requires additional Contractor staff or equipment, the cost of such staff or equipment shall be charged to the vehicle owner as complications. However, the owner of the vehicle may be charged according to the rate schedules included in the agreement for clean-up of hazardous wastes, chemicals, construction debris, and spilled loads. The Contractor will remove from the site any hazardous debris, spilled petroleum products, or volatile items, unless conditions warrant that the City Fire Department render assistance, as determined by the hazardous materials response

team. (Usually 10-15 gallons of material). All items shall be removed and disposed of in compliance with D.E.P. guidelines and amendments thereof.

Contractor shall provide all signs required for the immediate, lawful removal of any unwanted motorized vehicle(s) or boat(s) from the identified City properties. List to be provided to awarded Contractor. The signs shall remain the property of Contractor.

EQUIPMENT REQUIREMENTS

Contractor(s) shall own or lease four (4) Class A tow/recovery vehicles and two (2) Class B tow/recovery vehicles in their fleet at time of RFP opening to be considered as a responsive bidder.

Definition of Tow Truck Class specifications (A, B, C, D) shall be per Palm Beach County Ordinance No. 2022-021, adopted August 23, 2022, Section 3 – Tow Truck Class Specifications.

Class A
Tow Truck:

1. Minimum gross weight…… 14,500 lbs.
2. Minimum boom capacity…….. 16,000 lbs.
3. Minimum winching capacity…… 8,000 lbs.
4. Minimum cable size and length …… 3/8” x 100’
5. Minimum wheel lift retracted rating…… 5,000 lbs.
6. Minimum wheel lift extended rating…… 4,000 lbs.
7. Minimum tow sling safe lift …… 3,500 lbs.
8. Minimum safety chains (2 each) …… 5/16” grade 70
9. Minimum cab to axle dimension …… 60”

Class B
Tow Truck:

1. Minimum gross weight…… 19,000 lbs.
2. Minimum boom capacity…….. 24,000 lbs.
3. Minimum winching capacity…… dual 12,000
4. Minimum cable size and length …… 7/16” x 150’
5. Minimum wheel lift retracted rating…… 10,500 lbs.
6. Minimum wheel lift extended rating…… 6,500 lbs.
7. Minimum tow sling safe lift …… 3,500 lbs.
8. Minimum safety chains (2 each)…… 3/8” grade 80
9. Minimum cab to axle dimension …… 96”
10. Required state DOT registration

Class C
Tow Truck:

1. Minimum gross weight…… 33,000 lbs.
   Air brakes, all tires H rated, capacity must equal axle rating. Device required to control disabled vehicle’s brakes.
2. Minimum boom capacity…….. 50,000 lbs.
3. Minimum winching capacity…… 50,000 lbs.
4. Minimum cable size and length …… 5/8” x 150’
5. Minimum wheel lift retracted rating…… 40,000 lbs.
6. Minimum wheel lift extended rating…… 12,000 lbs.
7. Minimum tow bar…… …… 10,000 lbs.
8. Minimum safety chains (2 each) …… 1/2” grade 80
9. Minimum cab to axle dimension …… 156”
10. Required state DOT registration

Class D
Tow Truck:

1. Minimum gross weight…… 58,000 lbs.
   Air brakes, all tires H rated, capacity must equal axle rating. Device required to control disabled vehicle’s brakes. Tandem axles required
2. Minimum boom capacity…….. 100,000 lbs.

3. Minimum winching capacity…… 100,000 lbs.
4. Minimum cable size and length …… 3/4" x 250'
5. Minimum wheel lift retracted rating…… 40,000 lbs.
6. Minimum wheel lift extended rating…… 15,000 lbs.
7. Minimum heavy-duty tow bar rating …… 10,000 lbs.
8. Minimum safety chains (2 each) …… 1/2" grade 80
9. Minimum cab to axle dimension …… 180"
10. Required state DOT registration

Additionally, Contractor shall, within forty-five (45) days of award, own, or have under lease or joint use agreement one (1) Class D towing/recovery vehicle and one (1) Lowboy with capabilities to transport all large-scale City vehicles (Fire Rescue Trucks, Solid Waste Trucks).

Vehicle markings should name the Contractor, telephone number, address, and vehicle fleet number shall be displayed on the driver and passenger side doors of the vehicle in commercially lettered affixed to the vehicle as required under Florida Statute Section 713.78(8). All Contractors shall have a license or "Business Permit" issued by Palm Beach County Consumer Affairs Division

All tow trucks shall have a current Palm Beach County Towing Operator Permit and a valid Inspection Approval Decal on the equipment.

STORAGE REQUIREMENTS

The Contractor(s) shall operate, maintain, and provide a secured storage facility(s) for impounded and confiscated vehicles. Storage facility(s) may not be subcontracted. Contractor(s) may operate multiple storage facilities to meet the minimums.

The Contractor(s) must have a minimum of 100 vehicle spaces available for outside storage, properly spaced to provide access for removal or addition of vehicles. Proposers bidding must have minimum spaces available at the time of submitting the proposal. The storage area must have a durable surface, be properly drained to prevent standing water, and be enclosed. No repair work or services of vehicles shall be permitted in the storage area.

The Contractor(s) must have inside storage capacity for fifteen (15) vehicles, properly spaced to provide access for removal or addition of vehicles. The inside storage must be within the City limits and have a paved floor, either concrete or asphalt, and must be free of dirt, standing water, vegetation, and/or articles inappropriate to or inconsistent with the operation of a towing service. The inside storage must provide an area of a minimum of 12' x 12' per vehicle, with at least an 8' ceiling. The inside storage shall have proper lighting and ventilation to conform to OSHA safety standards to permit the processing of vehicles. The inside structure must provide complete protection for weather and unauthorized entry. The facility shall be owned or leased, and proof of ownership or lease shall be provided with the firm's proposal.

Crime Scene Storage facility for vehicles that have been marked "HOLD" by the City of Boynton Beach Police Department relative to a crime scene investigation shall be stored at an inside secured facility within the City limits. The City intends to store hold vehicles on City property at a date to be determined. The City will take possession of hold vehicles at some time during the contract period.

The Contractor(s) shall provide on a 24-hour basis, attendants and sufficient equipment for immediate response to calls for services at the storage location(s) for the City of Boynton Beach Police Department or other Departments.

Storage (inside or outside) locations sites shall not be changed without written permission from the City of Boynton Beach Police Department. The Contractor shall not change facility location without written permission from the Police Department and/or Code Enforcement Department.

Storage location site shall meet or exceed Palm Beach County Towing Ordinance 2002-021 requirements, as amended shall apply and, all applicable County/City zoning requirements.

The Contractor(s) will be responsible for storage of vehicles for the prescribed by law, to keep them safe from damage, theft, and property loss. Contractor shall assume responsibility for any and all articles of value left in the impounded vehicles and abandoned vehicles and listed on the vehicle storage receipt. Contractor shall replace any such article upon verification of the loss by the designated investigative agency representing the City and/or

Code Enforcement Officer representing the City. Contractor may be required, by the impounding officer and/or Code Enforcement Officer, to provide special weather protection, the impounding officer will note the requirement on the storage receipt.

The Contractor(s) must have office facilities which shall be a permanent structure, and which shall include, but not be limited to, a telephone, email, and restroom facilities. The location shall have the name and address in front of the building. Twenty-four (24) hour service for release of a towed vehicle shall be available.

The office and storage areas shall be easily accessible to the general public.

Vehicles designated for outside storage shall be charged at the outside storage rate. If the Contractor prefers to use inside storage, no higher rate that the outside storage rate shall be charged. If inside storage is necessary, approval must be given by the impounding Officer or his/her supervisor.

RESPONSE TIME

The Contractor shall respond within thirty (30) minutes from notification with appropriate towing equipment to handle a towing call requested by any authorized representative of the City.

The Contractor assumes all liability in meeting the required response time including, but not limited to, all damages resulting from traffic accidents and motor vehicle infraction fines. The City will conduct periodic reviews of response time to verify that the Contractor is in compliance.

The following late fees shall apply to the Contractor, for failure to respond within the thirty (30) minute time frame during each contract year:

A.	Third Offense:	A certified letter of warning.
B.	Fourth Offense:	$250.00 late fee.
C.	Fifth Offense:	$350.00 late fee or suspension, at the City's option.
D.	Any further Offense:	$500.00 late fee, or termination, at the City's option.

If the Contractor can show extenuating circumstances beyond their control, Contractor may appeal a fine or suspension and submit to the City Manager clearly detailing extenuating circumstances beyond their control – i.e. hurricane debris, weather conditions, railroad crossing closed. Written appeal shall be submitted to the City within 5 days of the offense letter from the City.

OFFICE FACILITY

A. Office Facility must be located within City limits. A Business Tax License must be maintained for the office facility. Office Facility shall be ADA accessible in accordance with Federal ADA guidelines and laws.
B. Includes telephone, fax machine, and ability to communicate with the City through email.
C. Twenty-four-hour communication system as required in Part II, Item 4.0 – Communication standard minimum eligibility requirements/qualifications.
D. Maintain records for vehicle storage receipts for each vehicle impounded under the contract.
E. Maintains copy of all paid invoices.
F. Maintains log of calls for service.
G. Maintains a notification log indicating the date, time, and method of notification.
H. Maintains a log containing all vehicles which have remained unclaimed for thirty days or more as a result of a City directed tow.

DESIGNATED STORAGE LOCATION FOR CRIME SCENE "HOLD" VEHICLES

City of Boynton Beach Police may designate vehicles to be placed on "HOLD". All "HOLD" vehicles shall be stored at Contractor's secured storage facility. The City intends to store hold vehicles on City property at a date to be determined. The City will take possession of hold vehicles at some time during the contract period. No vehicle will be held without a supervisor's authorization.

Pursuant to Florida State Statute 323.001(2)(b); if the Boynton Beach Police Department chooses to have a vehicle remain at the contractor's storage facility beyond five (5) days, excluding holidays and weekends, a

"Written Notice of Extended Hold" must be completed and provided to the contractor. When the vehicle is ready to be released a *Vehicle Hold Release* document must be completed and provided to the contractor. The contractor is not responsible for vehicles being released due to insufficient/inaccurate documentation by the Police Department for HOLDS.

Any vehicle towed and stored as a result of the marked "HOLD" relative to a crime scene investigation shall be handled with rubber gloves, by the wrecker operator.

Crime scene vehicles shall be stored to prevent physical contamination or degradable evidence from deteriorating by inside secured storage or when approved by the Police Officer, coverage of the vehicle with tarpaulin-type covers, or their equivalent for outside storage.

If laboratory work on a crime scene vehicle must be processed at the City of Boynton Beach Police Headquarters or other designated site, the crime scene vehicle shall be transported at no charge to the City.

REPORTS

All inventory records of personal property in the vehicles which have been towed shall be made in duplicate, and signed by the Contractor or its agent. One copy shall be maintained by the Contractor as a permanent record and one copy of the inventory shall be available to the owner/operator. Upon request of the owner/operator, specific inventoried items shall be stored in an appropriate locked room and the location change noted on the permanent inventory record.

Contractor shall prepare a report detailing each vehicle that received services pursuant to this Agreement which has remained on the Contractor's storage facility for a period in excess of thirty (30) days. The Contractor, immediately upon impounding or removing any vehicle, shall prepare, without charge, a written report of the description of the vehicle, which report shall include:

A. Make & Model of the vehicle to include Vehicle #, and Police case # when applicable;
B. License Number;
C. Vehicle Identification Number;
D. Name, Address & Phone Number of Towing Service;
E. Towing Charges;
F. Storage Charges;
G. Facility to Which Vehicle Was Towed

Any vehicle that is not claimed within thirty (30) days of the towing of such vehicle shall be reported in writing to the City.

Contractor shall submit to the Police Department, by the 15th of each month for the previous month the following reports. The form of the reports shall be determined by the Contractor, but are subject to the approval of the City.

Towing Activity Report, to include for each and every tow:

A. Date of tow.
B. Service call number assigned by City.
C. Type of tow such as accident, parking, abandoned, City vehicle, etc.
D. Number of vehicles released listed by class.
E. Amount of Administrative Fees collected.

PERSONNEL

The Contractor(s) shall dispatch qualified and trained employees for all City tow requests. The Contractor shall agree to have in its personnel file, a D.M.V. report on each driver that it updates annually. Contractor agrees to ensure that all drivers possess a valid commercial driver's license in accordance with the Commercial Motor Vehicle Safety Act of 1986. All drivers used on City calls shall be uniformed, clean, courteous, sober, and competent in operating skills and communicate in English with the City contact person. Contractor agrees to be responsible for such drivers. All Contractor's employees, dealing with the public under this contract, shall be identified by name through the use of a name tag or embroidered name on his or her uniform.

Contractor agrees that the owners of the company, or officers if a corporation, shall be held fully responsible, except as otherwise prohibited by law, for acts of their employees while on duty.

The Contractor agrees to maintain and upon request provide the following information to the City on all officers, employees, and agents, and be responsible for keeping the information accurate and current: Name, Address, Date of Birth, Driver's License Number, Social Security Number, and Photograph.

The Contractor agrees to conduct operations under this Agreement in a courteous, orderly, ethical, and businesslike manner. As this contract is very sensitive in nature and requires the Contractor, and Contractor's personnel to deal with the public on a daily basis, Contractors are required to extend common courtesies such as:

A. Expedite release of the vehicle in accordance with the terms of this Agreement.
B. Assist the vehicle owner in retrieving documents from the vehicle to establish ownership.
C. Allow the owner to remove the auto tag and any unattached personal possessions.
D. Explain fully and politely the reason for the tow and all charges levied.
E. If a dispute occurs, Contractor shall attempt to resolve the dispute promptly and politely. If it cannot be resolved satisfactorily, the dispute shall be reported to the Police Department no later than the next business day.

BUSINESS OPERATIONS

A. Benefit from Repair

The Contractor or any Agent shall not solicit to provide or make referrals for vehicle repair, paint and body, salvage, junkyard, or recycling business directly or indirectly for any vehicle towed pursuant to this Agreement. The Contractor shall not engage directly, or indirectly without prior written City approval, in the automotive or truck repair, paint and body, salvage, junkyard, or recycling business. If the Contractor has any interest in automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses, he shall state in his proposal and list the specifics. If during the term of the contract, including any option terms, Contractor acquires an interest in automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses, he shall immediately notify the City in writing. Failure to do so could result in termination for cause.

In accordance with Florida Statute 119 & 316, Contractor shall not release the names, addresses or other similar information of owners of vehicles damaged in accidents to firms such as body, repair, and paint shops unless so authorized in writing by the vehicle owner.

B. Subcontracting

Any use of subcontractors will be at the City's sole option, and the use of subcontractors must be preceded by receipt of written City approval and be subject to the following conditions:

1. Subcontracting shall be allowed for recovery and towing only. Subcontracting shall not be used to meet the minimum equipment requirements. Subcontracting is for unforeseen circumstances and not for storage operations except abandoned or derelict "dead" vehicle storage.

2. All towing and recovery vehicles shall only be identified by Contractor's name, address of principal compound, and telephone number. No subcontractor identification shall be allowed.

3. Subcontractors may only be used with City permission for critical accidents, unforeseen events, emergencies, or street blockage calls.

4. Contractor shall be held fully responsible for subcontractor's performance, and insurance coverage.

5. City reserves the right, at its sole option, to withdraw approval of a particular subcontractor by giving the Contractor written notice.

6. If an emergency situation is declared by authorized City staff at the scene, that officer or staff person may waive written pre-approval and requirement.

The City reserves the right to reject any proposed subcontractor on the grounds of incompetency, collusion, failure to perform satisfactorily on previous work, financial instability, or dishonesty. When the list of subcontractors is approved it shall become a part of the contract documents and no deviation shall be allowed from that list without the written consent of the City's Representative.

COMPANY'S LIABILITY/PROTECTION OF VEHICLES AND PROPERTY

The Contractor's liability for any vehicle/vessel towed and all property contained therein will commence with the time the wrecker is hooked onto the towed vehicle.

The Contractor will have his employee, representative, or agent, complete a Vehicle Storage Receipt (Tow Slip) for each towed vehicle. One copy shall be maintained by the Contractor as a permanent record; one copy will be given to the owner or operator of the vehicle being towed (if known) or placed inside the vehicle.

The Vehicle Storage Receipt shall contain the following information:

A. Make of vehicle and type to include the vehicle # and Police Case #.

B. License number and VIN number.

C. A list of all personal property contained in the vehicle to be towed.

D. General description of the vehicle as to the condition, damaged parts (identified in detail), missing parts, and such other information as may be necessary to adequately describe the vehicle.

E. Any extra waiting time or Hazardous Waste charges authorized by an officer at the scene.

The Contractor shall be solely liable and responsible to the owner or legal entity entitled to lawful possession for all personal property in any vehicle towed under the authority of this contract. In the event of a complaint of missing items from the vehicle, the Contractor will cooperate with the Police investigator in an investigation pertaining to the missing items, which will include making the wrecker driver or lot personnel available to the Police investigator.

The Contractor shall be responsible for the safekeeping of and shall be accountable to the owner of the vehicle for all personal property, vehicle accessories, as well as for the vehicle stored within the storage facilities of the Contractor. Personal property contained in vehicle(s) which are removed and stored by the Contractor shall NOT be disposed of by the Contractor to defray any charges for towing or storage of vehicle(s), and such property must be returned to the owner or other person legally entitled to lawful possession of the vehicle upon request and without regard to any fees owed by such person or legal entity.

The Contractor agrees to replace any such articles(s) upon verification of the loss by the designated investigative agency representing the City of Boynton Beach or Palm Beach County as per Florida Statutes

RELEASES

The Contractor shall directly release any vehicle, which has not been marked "HOLD" providing the proper proof of identification, and ownership is presented. Any vehicle towed, which is marked "HOLD", cannot be released without written authority from the City of Boynton Beach Police Department. The Contractor shall release any vehicle towed in at the request of the Police Department only to the person whose name appears on the title or registration certificate or to the authorized agent of such person.

In the event the Contractor is holding personal property removed from the stored vehicle, upon its release, the owner or person entitled to possession will sign the Contractor' copy of the inventory receipt.

A vehicle seized for forfeiture or held for a crime scene investigation ("HOLD") pursuant to the City of Boynton Beach Police Department, shall be stored at such compound for whatever period of time necessary in order to properly process the vehicle and any investigation involved at no charge to the City. This process will be governed by F.S.S. 323.001.

OWNER NOTIFICATION

The Contractor agrees to be responsible for notifying the registered owner or agent of the whereabouts of the vehicle in accordance with Florida Statute 713. The Contractor agrees to maintain a log at the place of business listing the date, time, and method of notification.

ABANDONED AND DERELICT VEHICLES

The Contractor may dispose of equipment to compensate for towing and storage charges after all responsibilities called for in accordance with Florida Statutes have been adhered to. Records must be maintained which detail towing, storage, and salvage compensation for City audit purposes.

DISPOSAL OF VEHICLES

Unless a "HOLD" has been placed upon the vehicle, disposal of vehicles will be in accordance with current Florida State Statutes.

COMMUNITY STANDARDS TOWING PROCEDURE

A. Purpose.

Standard operating procedure is to be utilized for the removal of vehicles or trailers deemed to be abandoned, unregistered, or wrecked as described in Chapter 10, Article III, Sections 10-50, 10-51, and 10-52 of the City of Boynton Beach Code of Ordinances. The towing of these vehicles is to be at no charge to the City.

B. Procedure.

1. Tow lists will be faxed or e-mailed from the Community Standards Division directly to the tow contractor during the month as needed. All tow lists must be returned to the Community Standards Division within 7 days of receipt of the request for tow.

2. Results of the status of each vehicle or trailer will be noted on the list (i.e. towed, gone-on-arrival, or currently licensed).

3. TOW CONTRACTOR shall supply the name and phone # of the contact person to the Community Standards Division employee responsible for the tow list.

4. TOW CONTRACTOR shall be responsible for all administrative functions governed by Florida Statute including, but not limited to notification to all vehicle owners and lien holders prior to final disposition of the vehicle

5. TOW CONTRACTOR'S failure to perform Community Standards tows shall be subject to penalties as specified in the Agreement.

6. CITY hereby reserves the right to modify the schedule or procedure for Community Standards tows under this section of the Agreement.

INSURANCE

Contractor shall maintain and submit proof of insurance. See attached "Insurance Advisory Form".

SUBCONTRACTOR'S INSURANCE

The Contractor shall require each of his subcontractors to take out and maintain during the life of his subcontract the same insurance coverages required of the successful Contractor. Each subcontractor shall furnish to the successful Contractor two copies of the Certificate of Insurance, and the successful Contractor shall furnish one copy of the Certificate to the City of Boynton Beach.

SUPPLEMENTAL PROVISIONS

A. The insurance coverage and conditions afforded by this policy(s) shall not be suspended, voided, canceled, or modified, except after thirty (30) days prior written notice by Certified Mail, Return Receipt Requested, has been given to the City of Boynton Beach's Risk Management department.

B. Certificates of Insurance meeting the specific required provision specified within this Contract/Agreement shall be forwarded to the City of Boynton Beach Risk Management Department and approved prior to the start of any work or the possession of any city property.

PERFORMANCE

Contractor acknowledges that any complaints received by the City concerning the performance of the services performed under the agreement may also be forwarded by the City to the Palm Beach County Consumer Affairs Division – Towing.

PERFORMANCE PROBATION PERIOD

A. A contractor awarded an Agreement will be subject to a three (3) month probationary period. During this time, the contractor's performance will be evaluated by City staff. If TOW CONTRACTOR'S performance fails to meet the standards set forth in this Agreement, the City Commission may, upon the recommendation of City staff, by written notice setting forth the default under the Agreement terms, revoke the Agreement. If performance is acceptable at the end of the probationary period described herein, TOW CONTRACTOR will be so notified by the City.

B. Should the City Commission revoke the Agreement within the three (3) month probationary period, another Agreement may be awarded to an eligible company as determined by the City Commission.

ROLE OF CITY MANAGER AS TO PENALTIES

The City Manager or designee for City shall have the power to formally reprimand Tow Contractor, suspend the Agreement, suspend activities of Tow Contractor under the terms of this Agreement, conduct appeal reviews, recommend to the City Commission revocation of the Agreement, and recommend to the City Commission that this Agreement with Tow Contractor be terminated.

A. FORMAL REPRIMAND.
Upon review of materials provided to him/her by City staff, the City Manager or designee may issue a written reprimand to Tow Contractor for any act or omission, which in his/her sole discretion, is deemed to be a violation of this Agreement. A written reprimand for an act or omission in violation of the terms of this Agreement shall be grounds for recommending termination of the Agreement should the City Manager deem such action to be appropriate under the circumstances.

B. REVOCATION.
In the event any criteria for qualification established by this Agreement are violated by a Contractor (Tow Contractor), City may serve written notice upon tow contractor of the recommended revocation of the Agreement and/or termination of the Agreement. However, any and all liabilities of Tow Contractor and the surety for acts, omissions, or violations occurring prior to the date of cancellation shall not be affected, waived, or otherwise as a result of the cancellation.

In the event City Manager recommends revocation of the Agreement and/or termination of the Agreement with Tow Contractor, such a recommendation shall be considered by the City Commission.

C. COMPLAINTS AGAINST TOW CONTRACTOR.
Tow Contractor hereby agrees that any complaints received by City concerning the performance of Tow Contractor's duties under this Agreement and otherwise shall be referred to the City Manager of the City of Boynton Beach. The failure of Tow Contractor to follow any subsequent reasonable instruction of the City Manager regarding any complaint will be considered a material breach of this Agreement and shall be cause for termination thereof.

D. REPUTABILITY.

Lack of reputability shall be cause for revocation of an Agreement and shall include, but not be limited to the following:

1. Misstatements concerning the conviction of any officer, employee or agent convicted of any felony when that person's civil rights have not been restored;

2. Retaining any officer, employee or agent convicted of any felony when that person's civil rights have not been restored;

3. Retaining any officer, employee or agent convicted of any felony or first-degree misdemeanor directly related to the business and/or operation of a wrecker, when that person's civil rights have not been restored. For the purpose of this Agreement, any offense involving perjury, false statement or theft shall be considered to be directly related to the business operation of a wrecker.

4. Retaining any officer, employee or agent convicted of the offense of driving under the influence of alcohol or any other controlled substance to the extent that normal faculties are impaired; of the offense of driving a vehicle and having an unlawful blood alcohol level; or of any other criminal traffic offense.

E. SUSPENSION

Should at any time during the term of this Agreement, including during any option terms, the tow contractor be in violation of any of the terms and conditions of this Agreement, the City Manager or his or her designated agent shall have the right to suspend the contractor until the violation is resolved to the satisfaction of City staff. If the violation is not promptly resolved or is of such a serious nature that the City Manager determines that suspension is inadequate, the City Manager reserves the right to recommend to the City Commission revocation of the Agreement and termination of this Agreement with TOW CONTRACTOR for cause.

Should at any time during the term of this Agreement, including during any option terms, TOW CONTRACTOR or its principals become the subject of a criminal investigation, the City Manager shall have the right to suspend TOW CONTRACTOR'S Agreement pending the outcome of any criminal investigation and trial, should one result. Upon the conclusion of a criminal investigation that does not result in criminal charges against TOW CONTRACTOR or its principals, the City Manager may recommend to the City Commission revocation of the Agreement and termination of this Agreement with TOW CONTRACTOR, or the City Manager may lift the suspension, thereby reinstating the Agreement to TOW CONTRACTOR. If an adjudication of guilt is entered against TOW CONTRACTOR at the conclusion of a trial or via plea bargaining with the State, the City Manager may recommend to the City Commission revocation of the Agreement and termination of this Agreement with TOW CONTRACTOR or City Manager may reinstate.

TRANSITIONAL PERIOD

The awarded contractor(s) will tow all currently held evidence vehicles from the outgoing contractor to the new contractor(s) facility at no cost to the City NO LATER THAN CONTRACT START DATE. Vehicles currently held inside will be transferred to inside storage and vehicles currently held outside can be transferred to secure outside storage but can also be stored inside. If multiple contracts are awarded, the transferred hold vehicles will be divided evenly (both inside and outside) between the contractors. After division, the contractor to take transfer of any remaining vehicles will be decided on by the City.

REQUEST FOR PROPOSAL
FOR
TOWING AND STORAGE SERVICES

RFP No. PD25-015

SECTION 2 – INSTRUCTION TO PROPOSERS

1. The City of Boynton Beach utilizes an electronic online bidding system service for notification and distribution of its solicitation documents, please visit Boynton-beach.bidsandtenders.net

2. ELECTRONIC BID SUBMISSIONS ONLY shall be received by the City's e-Procurement Bidding System. Hardcopy submissions are not permitted.

3. Electronic Request for Qualifications/Request for Proposals/Invitation to Bid Proposals for this solicitation shall be received by the City's e-Procurement bidding system no later than: **DECEMBER 6, 2024, No Later Than 2:30 PM (Local Time).**

4. Late responses are not permitted by the bidding system. It shall be the sole responsibility of the Proposer to have their Request for Qualifications/Request for Proposals/Invitation to BID submittal submitted online.

5. Proposer shall acknowledge receipt of any addenda through the Bidding System by checking a box for each addenda and any applicable attachment.

6. It is the responsibility of the Proposer to have received all Addenda that are issued. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the BID closing time and date in the event additional addenda is issued.

7. To obtain documents online please visit Boynton-beach.bidsandtenders.net. You may preview the solicitation documents with a Preview Watermark prior to registering for the opportunity. Documents are not provided in any other manner.

8. Proposers are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the Bidding System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

9. For the above reasons, it is recommended that the Proposer allow sufficient time to complete your Bid Submission and to resolve any issues that may arise.

10. Proposers should contact bids&tenders support listed below, at least twenty-four (24) hours prior to the closing time and date, if they encounter any problems. The Bidding System will send a confirmation email to the Bidder advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

11. To ensure receipt of the latest information and updates via email regarding this Request for Qualifications/Request for Proposals/Invitation to Bid, or if a Proposer has obtained this Solicitation from a third party, the responsibility is on the Proposer to create a Bidding System Vendor account and register as a Plan Taker for the Solicitation.

12. All expenses for making SUBMITTAL responses to the City are to be borne by the Proposer.

13. A sample draft agreement that the City intends to execute with the successful firm(s) is contained within this Request for Qualifications/Request for Proposals/Invitation to Bid for review. Any exceptions taken to the terms and conditions of the City's agreement shall be considered a part of the Vendor's solicitation response and will be considered by the City in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions to the agreement does not denote acceptance by the City. Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City/Evaluation Committee and ultimately may impact the overall evaluation of a vendor's submittal. The City reserves the right to modify the contract language prior to execution.

14. Each Proposer, by submission of a proposal response, acknowledges that in the event of any legal action challenging the award of a Request for Qualifications/Request for Proposals/Invitation to Bid; damages, if any, shall be limited to the actual cost of the preparation of the Bid or Proposal.

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REQUEST FOR PROPOSAL
FOR
TOWING AND STORAGE SERVICES

RFP No. PD25-015

SECTION 3 – STANDARD TERMS AND GENERAL CONDITIONS

1. FAMILIARITY WITH LAWS: Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the vendor shall in no way be a cause for relief from responsibility. The vendor shall strictly comply with Federal, State, and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. The vendor certifies that all products (materials, equipment, processes, or other items) meet all ANSI, NFPA, and all other Federal and State requirements. The vendor further certifies that the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on the date of delivery, all costs necessary to bring the product into compliance shall be borne by the vendor.

   Unless otherwise provided by federal law, the Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the vendor and the City for any terms and conditions not specifically stated otherwise.

2. BID FORMS: The Bidder will submit a BID on the BID forms provided. The Bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The Bidder IS required to be licensed to do business as an individual, partnership, or corporation in the State of Florida. All BID forms must be executed and submitted for easy identification. BIDs not submitted on BID forms herein may be rejected. All BIDs are subject to the conditions specified within this solicitation document. BIDs which do not comply with these conditions are subject to rejection.

3. EXECUTION OF BID: BID must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

4. NO SUBMITTAL: A NO SUBMITTAL response can be submitted online through the e-Procurement bidding system.

5. BID DEADLINE: It is the Bidder's responsibility to assure that the BID is submitted electronically by or at the proper time and date prior to the BID deadline. Late Submittal Responses are not permitted by the e-Procurement bidding system.

1. RIGHT TO REJECT BID: The City reserves the right to reject any or all bids, waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible bidder(s) which represents the most advantageous bid to the City. In determining the "most advantageous bid", price, quantifiable factors, and other factors are considered. Such factors include but are not limited to specifications; delivery requirements; the initial purchase price; life expectancy; cost of maintenance and operation; operating efficiency; training requirements; disposal value; and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but is not necessarily limited to conformity to the specifications; including timely delivery; product warranty; a bidder's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other contracts with the City or other government entities.

2. RIGHTS OF THE CITY: The City expressly reserves the right to:

A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it if it is determined that total cost is lower and the overall function is improved or not impaired;
B. Waive any defect, irregularity, or informality in any bid or bidding procedure;
C. Reject or cancel any or all bids;
D. Reissue an Invitation to Bid;
E. Extend the bid deadline time and date;
F. Procure any item by other means;
G. Increase or decrease the quantity specified in the Invitation to Bid;
H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

3. STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

   A. Available the appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
   B. A satisfactory record of performance;
   C. A satisfactory record of integrity;
   D. Qualified legally to Contract within the State of Florida and the City of Boynton Beach;
   E. Supplied all necessary information in connection with the inquiry concerning responsibility.

4. DISQUALIFICATION OF PROPOSER: More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe that collusion exists between Proposers. Automatic disqualifiers are as follows:

   a. Not including an executed Proposer signature.
   b. Not being licensed to perform the required work or to provide the required product.
   c. Not being eligible to submit a proposal due to violations listed under Item No.29, “Public Entity Crimes.”
   d. Not completing the BID, RFQ or RFP Submittal Forms as required.

5. DIRECT OWNER PURCHASES: Procedure used by the City to make direct purchases of any materials/equipment and make direct payment to the Vendor. The CITY reserves the right to issue purchase orders for materials to either the Vendor’s or the CITY’s suppliers for construction/public works related materials when deemed in the best interest of the City.

6. SIGNING OF CONTRACT: The Award Letter will be presented to the Successful Bidder. Within ten (10) calendar days after issuance of the award letter, the successful bidder shall sign and deliver the Contract with the required bonds and insurance as applicable to the City. After receipt and approval of such documents, the contract will be executed. Within thirty (30) calendar days thereafter, the City shall deliver a fully signed and executed Contract to the successful Vendor. At times a purchase order will be issued in lieu of a contract agreement. The General Terms and Conditions of the City’s purchase order shall apply and prevail over any conflicting terms or conditions.

7. INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature, and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

8. INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to the Purchasing representative through the Bidding System only by clicking on the “Submit a Question” button for this specific BID no later than ten (10) calendar days prior to the BID deadline. Inquiries must reference the date by which the BID is to be received.

9. CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Boynton Beach, Palm Beach County, of the State of Florida.

10. SUBCONTRACTING: If a bidder subcontracts any portion of a Contract for any reason, the bidder must state the name and address of the subcontractor and the name of the person to be contacted on the attached

"Schedule of Subcontractors". The City of Boynton Beach reserves the right to accept or reject any or all bids wherein a subcontractor is named and to make the award to the bidder, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City. The City also reserves the right to reject a bid of any bidder if the bid names a subcontractor who has previously failed in the proper performance of an award or failed to deliver on time Contracts of a similar nature, or who is not in a position to perform properly under this award. The City reserves all rights in order to make a determination as to the foregoing.

11. ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract documents. Since all addenda are available to Bidder's through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Bidder to have received ALL addenda that are issued. Bidders should check online at Boynton-beach.bidsandtenders.net prior to submitting their bid and up until the bid closing time and date in the event, additional addenda are issued. If a Bidder submits their bid prior to the BID closing time and date and an addendum has been issued, the Bidding System shall WITHDRAW the Bidder's submission and the submittal status will change to an INCOMPLETE STATUS and Withdraw the Bid Proposal. The Bidder can view this status change in the "MY BIDS" section of the Bidding System.

    The Bidder is solely responsible to:

    - make any required adjustments to their Bid; and
    - acknowledge the addenda; and
    - Ensure the re-submitted Bid is RECEIVED by the Bidding System no later than the stated bid closing time and date.

12. ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted: **"BID IS FOR SPECIFIED QUANTITY ONLY".**

13. SAMPLES: Samples of items, when called for, must be furnished free of expense, and if not used, tested, or destroyed, upon request, will be returned at the bidder's expense. Request for the return of samples may be made within ten (10) calendar days following the bid deadline. Each individual sample must be labeled with the bidder's name, manufacturer's brand name and number, and item reference.

14. DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of the bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by Procurement Services. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

15. ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected.

16. EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the Contract documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of the bidder's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract documents.

17. ALTERNATES: Where a base bid is provided for, the bidder shall submit a bid on the base bid and may exercise their own prerogative in submitting a bid on alternate items. The Owner reserves the right to accept or reject the alternates or base bid or any combination thereof. The Owner, or a representative, further reserves the unqualified right to determine whether any particular item or items of material, equipment, or the like, is an approved equal, and reserves the unqualified right to a final decision regarding the approval or rejection of the same.

18. NONCONFORMANCE TO CONTRACT CONDITIONS: Items may be tested for compliance with specifications under the direction of appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Chapter 119, Florida Statutes. Items delivered not conforming to specifications may be rejected and returned at the

vendor's expense. These items and items not delivered as per delivery date in the bid and or Purchase Order may result in the bidder being found in default in which event any and all procurement costs may be charged against the defaulted Contractor. Any violation of these stipulations may also result in the vendor's name being removed from the City of Boynton Beach's vendor mailing list.

19. 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.

20. ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Boynton Beach, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Boynton Beach all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Florida for price-fixing relating to the particular commodities or services purchased or acquired by the City of Boynton Beach. At the City of Boynton Beach's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

21. GOVERNMENTAL RESTRICTIONS: In the event, any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract at no expense to the City.

22. LEGAL REQUIREMENTS: Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

23. ON PUBLIC ENTITY CRIMES – All Invitations to Bid as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

    "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract or provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

24. SCRUTINIZED COMPANIES LISTS Florida Statues Section 287.135: By submission of this BID, the bidder certifies that the bidder is not participating in a boycott of Israel. Bidder further certifies that Bidder 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 Bidder 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 Bidder of the City's determination concerning the false certification. Bidder shall have five (5) calendar days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Bidder shall have ninety (90) calendar days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Bidder 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.

25. NON-COLLUSION AFFIDAVIT: The vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act that may result in an unfair advantage for one or more vendors over other vendors. A conviction for the commission of any fraud or act of collusion in connection with any sale, quote, quotation, proposal, or another act incident to doing business with the City may result in permanent debarment. No premiums, rebates, or gratuities are permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in award cancellation,

return of materials, discontinuation of services, and removal from the vendor list(s), and/ or debarment or suspension from doing business with the City

Each Bidder shall complete the Non-Collusion Affidavit Form and shall submit the form with their Proposal. The City considers the failure of the Bidder to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

26. TRADE SECRET: Any language contained in the Bidder's Proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the City which the Bidder claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Bidder's Proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

    EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

27. ANTI-KICKBACK AFFIDAVIT: Each Bidder shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Bidder to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

28. CONFIRMATION OF MINORITY-OWNED BUSINESS: It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Bidder shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its Bid/Proposal.

29. ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under "**NONCONFORMANCE WITH CONTRACT CONDITIONS**".

30. ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

31. INSURANCE REQUIREMENTS: If a vendor is providing a service under this agreement/contract, then the vendor shall, at its sole expense, maintain in full force and effect at all times during the life of this agreement/contract, insurance coverages, and limits (including endorsements), as required by the City. These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor under this agreement/contract. All coverages shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "The City of Boynton Beach". The vendor shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days of request). Failure to maintain the required insurance shall be considered a default of agreement/contract.

32. INDEMNIFICATION: The selected bidder(s) shall hold and save harmless the City of Boynton Beach, Florida its officers, agents, volunteers, and employees from liability of any kind in the performance of this Contract. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants, and employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Contract, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Contract and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) business days of receipt by the City of any claim, suit, or action against the City arising directly or indirectly

from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Contract. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees, and damages that may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the contract. Bidder shall not be responsible for negligent acts of the City or its employees.

33. 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.

34. FUNDING OUT: The resultant 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 for 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.

35. AWARD OF CONTRACT: The low monetary bid will NOT in all cases be awarded the Contract or Purchase Order. Contracts or Purchase Orders will be awarded by the City to the most responsive, responsible bidder whose bid represents the most advantageous bid to the City, price, and other factors considered. Evaluation of bids will be made based upon the evaluation factors and standards set forth herein. The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital, and equipment to carry out the required work within the time specified.

36. AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Boynton Beach.

37. DELIVERY: Prices shall be quoted F.O.B. Boynton Beach, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

38. DELIVERY AND ACCEPTANCE: Deliveries of all items shall be made as soon as possible. Deliveries are to be made during normal working hours of the City. Time is of the essence and delivery dates must be met. Should the vendor fail to deliver on or before the stated dates, the City reserves the right to CANCEL the order or agreement/contract and make the purchase elsewhere. The vendor shall be responsible for making any and all claims against carriers for missing or damaged items.

    Delivered items shall not be considered "accepted" until an authorized agent for the City of Boynton Beach has, by inspection or test of such items, determined that they appear to fully comply with specifications. The City may return, at the expense of the vendor and for full refund or credit at the discretion of the City, any item(s) received which fail to meet the City's specifications or performance standards.

39. 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.

40. WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 calendar days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor, and any necessary shipping. Warranty repairs may be accomplished on City property if space is available; this will be at the sole discretion of the City. Contact Procurement Services for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by Procurement Services.

41. PRICES, TERMS, AND PAYMENT: Firm prices shall be quoted and include all packing, handling, shipping charges, and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. Discount time will be computed from the date of satisfactory delivery at the place of acceptance or from receipt of the correct invoice at the office specified, whichever is later.

    Upon delivery, the City shall make a final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. Final payment due to the bidder shall be withheld until a visual inspection is made by the **City's Designee** and merits of performance evaluated. This total acceptance will be done in a reasonable and timely manner. Acceptance shall not exceed thirty (30) calendar days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder unless such loss or damages have been proven to be the result of negligence by the City.

42. TIME OF DELIVERY: The bidder shall state in the bid the time of delivery of the equipment. Time is of importance to the City and the bidder is hereby notified that the date of delivery will be considered as a factor in the evaluation of the bids.

    All equipment shall be completely assembled, adjusted, and clean. All standard equipment and specified options shall be installed and the unit made ready for continuous, heavy-duty service. In addition to new equipment pre-delivery service, a thorough condition and specification compliance from these specifications, including manufacturer's standard equipment items, and accessory equipment supplied by the equipment dealer, which is clearly necessary for the complete operation of the vehicle, shall be considered a requirement although not directly specified in these specifications.

43. CERTIFICATIONS, LICENSE, AND PERMITS: Unless otherwise directed by the City, the vendor should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor. If applicable, the vendor shall also maintain a current Local Business Tax Receipt (Occupational License) for County and all permits required to complete the agreement/contractual service at no additional cost to City. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the successful vendor to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City. It is the responsibility of the vendor to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the agreement/contract, inclusive of any renewals. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors. Failure to meet this requirement shall be considered a default of the agreement/contract.

44. LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

45. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH: The bidder certifies that all material, equipment, etc., contained in this bid meets all O.S.H.A. requirements. Bidder further certifies that if awarded as the successful bidder, 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 bidder.

    Bidder certifies that all employees, subcontractors, agents, etc. shall comply with all O.S.H.A. and State safety regulations and requirements.

46. PALM BEACH COUNTY INSPECTOR GENERAL: The vendor 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 contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower-tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower-tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this contract justifying

its termination.

47. PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) calendar days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.071.

    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:

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

48. E-VERIFY: Contractor is aware of and complies with the requirements of Section 448.095, Florida Statues, as may be amended from time to time and briefly described herein below.

    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 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) Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, 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. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

49. VENUE AND GOVERNING LAW: Any and all legal actions arising from or necessary to enforce this solicitation and resulting agreement/contract will be held in Palm Beach County and shall be interpreted according to the laws of Florida.

50. SUCCESSORS AND ASSIGNS: The City and the vendor each binds itself and its successors and assigns to the other party in respect to all provisions of the Contract. Neither the City nor the vendor shall assign, sublet, convey or transfer its interest in the Contract without the prior written consent of the other.

51. INCORPORATION PRECEDENCE AND JURISDICTION: This solicitation shall be included and incorporated in the award or resulting agreement/contract resulting here from. Any and all legal action necessary to enforce the award or resulting agreement/contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the award or the resulting agreement/contract shall be in a court of competent jurisdiction located in Palm Beach County.

52. LEGAL EXPENSES: The City shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of the agreement/contract, or from any other matter generated by or relating to the agreement/contract.

53. NO THIRD-PARTY BENEFICIARIES: No provision of the agreement/contract 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 vendor.

54. MISTAKES: Vendors are expected to examine the specifications, delivery schedule, bid prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at Vendor's risk.

55. FEDERAL AND STATE TAX: The City of Boynton Beach is exempt from Federal and State Taxes.

56. FORCE MAJEURE: The agreement/contract which is awarded to the successful vendor may provide that the performance of any act by the City or Vendor thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment due to vendor for such

period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel or renegotiate the agreement/contract.

57. PERFORMANCE DURING EMERGENCY: The vendor agrees and promises that immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, City shall be given "first priority" for all goods and/or services under the agreement/contract. The vendor agrees to provide all goods and/or services to City immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. The vendor shall furnish a 24-hour phone number to the City. Failure to provide the goods and/or services to the City on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute a breach of agreement/contract and subject the vendor to sanctions from doing further business with the City.

58. SALES PROMOTIONS / PRICE REDUCTIONS / MOST FAVORED CUSTOMER: Should sales promotions occur during the term of the agreement/contract that lower the price of the procured item, the vendor shall extend to the City the lower price offered by the manufacturer on any such promotional item. Additionally, any time after award, the vendor may offer a reduced price, which shall remain in effect for the duration of the agreement/contract. The vendor warrants that the price(s) shall not exceed the vendor's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the vendor offers more favorable pricing to one of its customers, the vendor shall extend to the City the same pricing or the then-current market price, whichever is lower.

59. REMEDIES: No remedy herein conferred upon any party 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 now or hereafter existing at law, or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

60. ENDORSEMENTS: No endorsements by the City of the goods and/or services will be used by the vendor in any way, manner or form.

61. SEAL, LOG, and FLAGS: The vendor shall not use the seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific pre-approval.

62. DRUG-FREE WORKPLACE: The Vendor shall implement and maintain a drug-free workplace program of at least the following items:

    a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

    b. Inform employees about the dangers of drug abuse in the workplace, the Vendor'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.

    c. Give each employee engaged in providing the services that are under agreement/contract a copy of the statement specified in Item Number 1 above.

    d. In the statement specified in Item Number A above, notify the employees that, as a condition of providing the services that are under agreement/contract, the employee will abide by the terms of the statement and will notify the Vendor 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.

    e. 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.

    f. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes.

63. PROTEST PROCEDURE: Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Purchasing Manager, via hand delivery, or mail, along

with a protest cash bond in an amount equal to 5% of the bid or $5,000, whichever is less. The bond will be refunded to a protester if the protest is upheld. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Department within the deadlines as follows:

A. If the protest relates to an Invitation to Bid, Request for Proposal or Request for Qualification, the protest shall be received prior to the bid submittal deadline date.

B. If the protest relates to any other matter relating to the bid, including, but not limited to, the Award of an Agreement/contract, the protest must be received no later than seven (7) regular business days after the date of notification of award by the Purchasing Staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

64. DEFAULT AND TERMINATION FOR CAUSE: The City may, by written notice of default to the vendor, terminate the agreement/contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this agreement/contract, or fails to make progress so as to endanger performance under the terms and conditions of this agreement/contract, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the agreement/contract in whole or in part because of default of the vendor, the City may procure goods and/or services similar to those terminated, and the vendor shall be liable for any excess costs incurred due to this action.

65. TERMINATION FOR CONVENIENCE: Whenever the interests of the City so require, terminate the agreement/contract, in whole or in part, for the convenience of the City. Purchasing shall give five (5) business days prior written notice of termination to the vendor, specifying the portions of the agreement/contract to be terminated and when the termination is to become effective. If only portions of the agreement/contract are terminated, the vendor has the right to withdraw, without adverse action, from the entire agreement/contract.

    Unless directed differently in the notice of termination, the vendor shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the vendor shall terminate outstanding orders and/or subcontracts related to the terminated work.

66. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING -- F.S. 287.05701: Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

67. LOCAL BUSINESS PREFERENCE

    The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

    "For all acquisitions made pursuant to Sealed Competitive Bid, as provided in Sec. 10.05, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars ($5,000.00), whichever is less, of the lowest responsible and responsive bidder. In revenue-generating contracts where award, if any, is to be made to the bidder returning the highest amount to the City, the same preference set forth herein shall be applied with respect to the highest bid."

    In order to be considered for a local business preference, **a bidder must include the Local Business Status Certification Form at the time of bid submittal.** Failure to submit this form at the time of bid submittal will result in the bidder being found ineligible for the local business preference for this solicitation.

    Failure of the contractor to comply with the provisions set forth in this General Condition shall constitute a Default and Breach of the Agreement with the City.

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REQUEST FOR PROPOSAL
FOR
TOWING AND STORAGE SERVICES

RFP No. PD25-015

SECTION 4 – PROPOSAL SUBMISSION REQUIREMENTS

1. SUBMISSION OF PROPOSALS

A. **General Requirements.** The purpose of the Proposal is to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this Request for Proposals. As such, the substance of the Proposal will carry more weight than its length, form, or manner of presentation. The Proposal should demonstrate the qualifications of the Firm and the particular staff to be assigned to this engagement. It should also specify an approach that will meet or exceed the Request for Proposals requirements.

The selected Firm(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFP in an expeditious and economical manner, consistent with the needs of the City. Additionally, the selected Firm will be required to demonstrate recent experience with the successful completion of services similar to those specified within this RFP.

B. **Certification and Licenses.** Proposers must include with their Proposals, a copy(ies) of all applicable certificates and licensing and business permits related to the Work specified herein.

C. **Detailed Proposal.** The detailed Proposal sections set forth in Section 4 of this Request for Qualifications shall be **completed online through the e-procurement bidding system**.

1. Letter of Interest

   The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.

2. Company Qualifications and Experience of Individuals

   a) Proposer's Qualification Statement – upload online (pages 35-38).

   b) **Complete Technical Proposal Item A (upload and complete online)** - Name and provide the experience of the individual(s) who will have personal supervision/responsibility of the City of Boynton Beach account.

   c) Upload copies of any Professional Recognition/Awards received by the organization during the last five years.

   d) Upload copies of Professional Membership to relevant national/state/local associations.

   e) **Technical Proposal Item B (complete online)** – Qualifications and Experience of Individuals: Identify each employee that is either part of the management team, administrative staff, or driver/operator and provide the appropriate information for each that applies.

3. Equipment

Technical Proposal Item "C" (upload and complete online).

4. Experience with other Governmental Agencies for Police Direct Tows.

Technical Proposal Item "D" (complete online).

Provide a list of three (3) Florida public agency references for similar towing and storage services for which the Proposer has completed or are in progress within the last ten (10) years with the following information: 1) Name of Agency, 2) Name of Project, 3) Address and 4) Contact Name, Email Address, and Telephone Number. 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.**

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

5. **Record Keeping and Reporting - Technical Proposal Item E (upload and complete online).**

Include samples of reports that will be made available to the City. Submittal to also include:

Sample invoice used for City account
Tow Slip used for City account.

6. **Technical Approach – Technical Proposal Item F (complete online).**

Complete the Technical Approach Item F online. Describe the range of towing and related services performed by your firm and your implementation plan for this contract. This section must address dispatch, clean-up, working with the officer at the scene, and any internal procedures that are necessary to provide quality assurance with the requirements of the contract.

Describe your ability to have available staff 24/7 to adhere to the requirements of the contract or if you will need to hire additional staff in the event that you are awarded the contract.

Describe your communication systems and ability to adhere to the minimum qualifications requirements.

7. Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed, notarized, uploaded and or acknowledged when required and submitted. In addition, all other requests and supporting documentation should be included in order for your submittal to be completed and accepted.

a) Online Acknowledgement
- ☐ Proposer Acknowledgement
- ☐ Addenda Acknowledgement
- ☐ Conflict of Interest
- ☐ Confirmation of Drug-Free Workplace
- ☐ Palm Beach Inspector General

b) Online Forms

- ☐ Letter of Interest
- ☐ Technical Proposal Item A - Company Organization/Experience
- ☐ Technical Proposal Item B – Qualifications & Experience of Individuals
- ☐ Technical Proposal Item C - Equipment
- ☐ Technical Proposal Item D – Agencies for Police Direct Tows
- ☐ Technical Proposal Item E – Record Keeping and Reporting
- ☐ Technical Proposal Item F – Technical Approach
- ☐ Confirmation of Minority-Owned Business
- ☐ Local Business Certifications
- ☐ Statement of Non-Submittal (if applicable)
- ☐ Schedule of Sub-Consultants
- ☐ References

c) Upload Online

- ☐ Proposers Qualification Statement (pages 35-38)
- ☐ Anti-Kickback Affidavit (page 39)
- ☐ Non-Collusion Affidavit of Proposer (pages 40-41)
- ☐ Certification Pursuant to Florida Statute § 287.135 (pages 42-43)
- ☐ Submit current Florida Professional License, including evidence of possession of required licenses and business permits, operating permits
- ☐ E-Verify Form Pursuant to Florida Statute § 448.095 (pages 44-45)
- ☐ Resumes for Key Project Members
- ☐ Equipment List
- ☐ Record Keeping/Reporting
- ☐ Technical Approach – Item E – Record Keeping & Reporting Samples
- ☐ Affidavit of Compliance with Foreign Entity (page 46)
- ☐ Affidavit of Compliance with Anti-Human Trafficking Laws (page 47)
- ☐ W-9
- ☐ Submit any Supplemental information relative to this RFP
- ☐ Proof of Ownership or Lease Agreement

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SECTION 5 – EVALUATION OF PROPOSALS

EVALUATION CRITERIA

A preliminary evaluation of each Proposal will be conducted by the City's Purchasing Agent or Designee through the City's electronic e-procurement bidding system Boynton-beach.bidsandtenders.net. This evaluation determines if the Proposal is responsive to the submission requirements as outlined in this solicitation based on the information provided about your firm. A responsive Proposal is one that follows the solicitation requirements, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

The City will assemble an Evaluation and Selection Committee, herein referred as "Selection Committee" comprised of City staff, and outside consultant(s), if deemed necessary. The Committee will utilize the City's e-Procurement bidding system to electronically evaluate of all submittals based on the information provided and criteria as set forth in this solicitation. The selection of the best-qualified Respondent(s) will be based on whether the Respondent(s) are responsible and responsive which means a Firm that has submitted a proposal that conforms in all material respects to the requirements in this RFP, and will be evaluated as follows:

CRITERIA	POSSIBLE POINTS
1. Company Organization and Experience	20
2. Qualification and Experience of Individuals	20
3. Equipment	20
4. Experience with other Government Agencies for Police Direct Tow	15
5. Record Keeping and Reporting	15
6. Technical Approach	10
TOTAL	**100**

The Selection Committee may request discussions, interviews, or require presentations from the firms. The Selection Committee may establish equal time limits for all firms as necessary to facilitate its evaluation. If conducted and upon completion of the discussions, interviews, or presentations, the Committee will re-evaluate, re-rate, and re-rank the proposals based upon the evaluation criteria listed above.

A Selection Committee meeting will be scheduled and publicly noticed. All Committee members' scores will be electronically opened and read aloud for discussion. (Audience may not participate in discussions).

Upon final ranking, the selection committee will make a motion for a recommendation for an award, which will be submitted to the City Commission for approval.

Upon approval by the City Commission, the City will execute an agreement(s) based on the attached draft contract developed from this Request for Proposal. The City reserves the right to include additional provisions if the inclusion is in the best interest of the City, as determined solely by the City.

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REQUEST FOR PROPOSAL
FOR
TOWING AND STORAGE SERVICES

RFP No. PD25-015

SECTION 6 – SPECIAL CONDITIONS

1. It will be the responsibility of the successful Proposer(s) to supply necessary labor for completion of services.

2. The City by written notice may terminate in whole or in part any Contract resulting from this RFP invitation, when such action is in the best interest of the City. If the Contract(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

3. It shall be the responsibility of the successful Proposer(s) to maintain workers' compensation insurance, property damage, liability, professional liability insurance, and vehicular liability insurance, during the time any of his personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the vendor until such time as the items and/or work has been accepted by the City. The vendor shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance to A.M. Best's Key Rating Guide, latest edition.

4. The City of Boynton Beach reserves the right, before awarding a Contract(s) to require a Proposer(s) to submit such evidence of qualifications as it may deem necessary and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a Proposer, including past performance (experience) with the City in making the award in the best interest of the City.

5. The City of Boynton Beach reserves the right to inspect the storage facilities before awarding a contract. The storage facility and base of operations must be located in Palm Beach County.

6. The successful Proposer(s) shall at all times guard from damage or loss of property of the City or of other vendors or Contractors and shall replace or repair any loss or damage unless such has been proven to have been caused by the City, other vendors or Contractors. The City may withhold payment or make such deductions as it may deem necessary to ensure reimbursement for loss or damage to property through negligence of the successful Proposer or its agent.

7. PERFORMANCE EVALUATION:

   The awarded Consultant(s) will receive a performance evaluation by City Staff on an annual basis to evaluate design professional performance for consideration in future projects. Exhibit "D" enclosed within this document illustrates a sample evaluation form used by the City for the various types of services provided by the Consultant.

   The Evaluation Form will be retained by the City with records on matters that shall include but not be limited to: 1) errors and/or omissions by way of recording all change orders identified as such, for the purpose of recovery for premium costs, 2) evaluate whether reimbursement of premium costs is appropriate and 3) evaluate design professional performance for consideration in future projects.

APPENDIX “A”

THE DOCUMENTS

BEHIND THIS PAGE

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

PROPOSER'S QUALIFICATION STATEMENT FORM
TOWING AND STORAGE SERVICES

RFP No. PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

		Check One
Submitted By:	Corporation	☐
Name: _____	Partnership	☐
Address: _____	Individual	☐
CITY, State, Zip: _____	Other	☐
Telephone No.: _____		
Fax No.: _____		
Email Address.: _____		

1. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach certificate of competency and/or state registration.

   _____

   _____

   _____

2. Did you attend the Pre-Proposal Conference if any such conference was held?

   YES ☐ NO ☐

3. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

   _____

   _____

   _____

4. State the name and address of attorney, if any, for the business of the Proposer:

   _____

   _____

   _____

5. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

_____

_____

_____

6. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:

_____

_____

_____

7. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:

_____

_____

_____

8. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	
b.	Non-Governmental Related Work	
	Total Work (a +b):	

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

9. Bank References:

Bank **Address** **Telephone**

_____

_____

_____

_____

10. Provide description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

_____

_____

_____

_____

_____

_____

11. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

    _____

    _____

    _____

    _____

    _____

12. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

    YES ☐ NO ☐

13. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

    _____

    _____

    _____

14. What will be your turnaround time for written responses to City inquires?

    _____

15. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

    _____

    _____

    _____

    _____

16. List and describe all criminal proceedings or hearings concerning business related offenses to which the Proposer, its principals or officers or predecessors' organization(s) were defendants.

    _____

    _____

    _____

    _____

17. Has the Proposer, its principals, officers or predecessors' organization(s) been Convicted of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

    _____

    _____

    _____

    _____

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed)_____

(Title)_____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This _____ day of _____, 202__

_____
Notary Public (Signature)

My Commission Expires: _____

ANTI-KICKBACK AFFIDAVIT

TOWING AND STORAGE SERVICES

RFP No. PD25-015

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, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME - SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this _____ day of _____ , 202_

Printed Information:

_____
NAME

_____
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

_____
COMPANY

_____
"OFFICIAL NOTARY SEAL" STAMP

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

TOWING AND STORAGE SERVICES

RFP No. PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

State of _____)
:
County of_____)

_____, being first duly sworn, deposes and says that:

1) He/She is _____ of _____, the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached RFQ, RFP, or 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) Said RFQ, RFP, or BID is genuine and is not a collusive or sham RFQ, RFP, or BID;

4) Further, the said proposer 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 proposer, integrator or person to submit a collusive or sham RFQ, RFP, or BID in connection with the Contract for which the attached RFQ, RFP, or 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 proposer, integrator or person to fix the price or prices in the attached RFQ, RFP, or BID or of any other proposer, or to fix any overhead, profit or cost element of the RFQ, RFP, or BID price or the RFQ, RFP, or BID price of any 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 proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) VENDOR 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 VENDOR'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 VENDOR, or if they otherwise stand to personally gain if the contract is awarded to this VENDOR.

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR 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:

_____
Typed name:

_____
Typed name:

VENDOR:

Signed: _____
Name: _____
Title: _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This _____day of _____, 20 _____

_____
Notary Public (Signature)

My Commission Expires: _____

(Signed)_____

(Title)_____

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

TOWING AND STORAGE SERVICES

RFP No. PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

I, _____, on behalf of _____ certify

Print Name and Title Company Name

that _____does not:

Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Consultant of the City's determination concerning the false certification. The Consultant 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 Consultant 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 s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with

activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

_____ _____

COMPANY NAME SIGNATURE

_____ _____

PRINT NAME TITLE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20__, by _____, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This _____day of _____, 202_

_____
Notary Public (Signature)

_____
My Commission Expires:

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TOWING AND STORAGE SERVICES

RFP No. PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **TOWING AND STORAGE SERVICES**

Solicitation No.: **PD25-015**

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 contractor 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.

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

c) A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such.
d) Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination.
e) If the contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:
Authorized Signature:
Print Name:
Title
Date:
Phone:

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, _____, by _____ on behalf of _____. He/she is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

_____
Title or Rank

_____

Serial number, if any

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TOWING AND STORAGE SERVICES

RFP No. PD25-015

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: _____, 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: _____

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TOWING AND STORAGE SERVICES

RFP No. PD25-015

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: _____, 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: _____

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

APPENDIX 'B'

DRAFT

CONTRACT AGREEMENT

DRAFT SERVICES AGREEMENT

TOWING AND STORAGE SERVICES

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND [entity name]

THIS AGREEMENT ("Agreement"), is entered into 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 _____ a [type of entity: corporation/partnership/sole proprietor] authorized to do business in the State of Florida, with a business address of _____, hereinafter referred to as the "VENDOR". In consideration of the mutual benefits, terms, and conditions hereinafter specified the Parties agree as set forth below.

1. **PROJECT DESIGNATION**. The VENDOR is retained by the City to provide labor, parts, and materials related to the Towing and Storage Services.

2. **SCOPE OF SERVICES**. VENDOR agrees to perform the services required for Towing and Storage Services. The Towing and Storage Services are described in greater detail in RFP No. PD25-015, and Vendor's Proposal, copies of which are attached hereto as **Composite Exhibit A**. In the event of a conflict between the RFP, this Agreement, and Vendor's Proposal, this Agreement shall take precedence, then the RFP, and then the Proposal.

3. **TIME FOR PERFORMANCE**. Work under this Agreement shall commence upon the giving of written notice by the CITY to the VENDOR to proceed. VENDOR shall perform all services and provide all work product required pursuant to this Agreement.

4. **TERM**. The initial Agreement period shall be for an initial term of two (2) years, commencing on _____ and shall remain in effect through _____. The CITY reserves the right to renew the agreement for three (3) 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.

5. **FEES, RATES, AND PAYMENT**. VENDOR shall remit the Administrative Fee established in Section 14.5-1 of the City Code of Ordinances to the City on a monthly basis and provide an accounting pursuant to the terms of the RFP. Vendor shall charge an amount not to exceed the rates set forth in the Schedule of Prices for all non-consent tows, which shall be the then-current maximum fees established by Palm Beach County as amended from time to time. VENDOR is responsible for collecting non-consent tow fees before releasing the vehicle. The VENDOR shall be paid by the CITY for completed work and for services rendered in accordance with the terms of the RFP. The Schedule of Prices is attached as **Exhibit B** to this Agreement, which shall be automatically amended each year when Palm Beach County updates its schedule of Maximum Towing Rates. Invoices and payments shall be processed in accordance with the following:

   A. Payment for the work provided by VENDOR shall be made promptly on all invoices submitted to the CITY properly, provided that the total amount of payment to 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 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 five (5) years after the termination of the Agreement. Copies shall be made available upon request.

F. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

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**. VENDOR shall, in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state of Florida, Palm Beach County, and City of Boynton Beach, ordinances and regulations that are applicable to the services to be rendered under this agreement, including but not limited to, the City's Towing Ordinance, the Palm Beach County Towing Ordinance, and Chapter 713, Florida Statutes

8. **INDEMNIFICATION**.

A. The VENDOR shall indemnify and hold harmless the CITY, its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to and resulting from the performance of this Agreement by the VENDOR, its employees, agents, partners, principals or subcontractors. The 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 in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Neither party to this Agreement shall be liable to any third party claiming directly or through the other respective party, for any special, incidental, indirect, or consequential damages of any kind, including but not limited to lost profits or use that may result from this Agreement or out of the services or goods furnished hereunder.

B. The parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

C. Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Fla. Stat., as may be amended from time to time.

9. **INSURANCE**

A. During the performance of the services under this Agreement, VENDOR shall maintain the following insurance policies and provide originals or certified copies of all policies to CITY's Risk Manager. All policies shall be written by an insurance company authorized to do business in Florida. VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any service pursuant to this Agreement:

i. **Worker's Compensation Insurance**: The VENDOR shall procure and maintain for the life of this Agreement, Worker's Compensation Insurance covering all employees with limits meeting all

applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any subcontractor that does not have their own Worker's Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

ii. **Comprehensive General Liability**: The VENDOR shall procure and maintain for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent consultants, Products-Completed Operations and Contractual Liability with specific reference to Article 8, "Indemnification" of this Agreement. This policy shall provide coverage for death, personal injury, or property damage that could arise directly or indirectly from the performance of this Agreement. VENDOR shall maintain 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. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY.

iii. **Business Automobile Liability**: The VENDOR shall procure and maintain, for the life of this Agreement, Business Automobile Liability Insurance. The VENDOR shall maintain a minimum amount of $1,000,000 combined single limit for bodily injury and property damage liability to protect the VENDOR from claims for damage for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use of maintenance of owned and non-owned automobile, included rented automobiles, whether such operations be by the VENDOR or by anyone directly or indirectly employed by the VENDOR.

iv. **Professional Liability (Errors and Omissions) Insurance**: The VENDOR shall procure and maintain for the life of this Agreement in the minimum amount of $1,000,000 per occurrence.

v. **Umbrella/Excess Liability Insurance**: in the amount of $1,000,000.00 as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.

B. VENDOR shall provide the CITY with all Certificates of Insurance required under this section prior to beginning performance under this Agreement. Failure to maintain the required insurance will be considered a default of the Agreement.

C. The CITY shall be named as an additional insured. The coverage shall contain no limitations on the scope of protection afforded the CITY, its officers, officials, employees or volunteers. A current valid insurance policy meeting the requirements herein identified shall be maintained during the duration of this Agreement, and shall be endorsed to state that coverage shall not be suspended, voided or cancelled by either party, reduced in coverage in limits except after thirty (30) days prior written notice by either certified mail, return receipt requested, has been given to the CITY.

D. The CITY reserves the right to reasonably require any additional insurance coverage or increased limits as determined necessary by the Director of Human Resources and Risk Management. The CITY reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements throughout the term of the 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 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. **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.

15. **TERMINATION**.

    A. **Termination for Convenience**. This Agreement may be terminated by the CITY for convenience, upon five (5) days of written notice by the terminating party to the other party for such termination in which event the VENDOR shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the VENDOR abandons the Agreement or causes it to be terminated, the VENDOR shall indemnify the CITY against loss pertaining to this termination.

    B. **Termination for Cause**. In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should VENDOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by VENDOR of written notice of such neglect or failure.

16. **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 exclusively in Palm Beach County, Florida. This Agreement shall be construed under Florida Law.

17. **NOTICES**. Notices to the CITY shall be sent to the following address:

    Daniel Dugger, City Manager
    City of Boynton Beach
    100 E. Ocean Avenue
    Boynton Beach, FL 33435

    Notices to VENDOR shall be sent to the following address:

ATTN:
Address:
Phone:
Email:

18. **INTEGRATED AGREEMENT**. This agreement, together with attachments or addenda, represents the entire and integrated agreement between the CITY and the VENDOR 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 VENDOR.

19. **PUBLIC RECORDS**. The CITY is public agency subject to Chapter 119, Florida Statutes. The Contractor 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, 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.

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
100 E. OCEAN AVE.
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CITYCLERK@BBFL.US

20. **SCRUTINIZED COMPANIES**. By execution of this Agreement, VENDOR certifies that VENDOR is not participating in a boycott of Israel. 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 VENDOR of the CITY's determination concerning the false certification. 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, 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 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.

21. **E-VERIFY**. VENDOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

A. Definitions for this Section:

i. "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.

ii. “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.

iii. “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.

B. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

i. All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

ii. 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

iii. The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

22. MISCELLANEOUS.

A. No assignment by a party hereto of any rights under or interests in this Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. CITY and VENDOR each binds itself, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in this Agreement.

C. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

D. Prior to final payment of the amount due under the terms of this Agreement, to the extent permitted by law, a final waiver of lien shall be required to be submitted by the VENDOR, as well as all suppliers and subcontractors whom worked on the project that is the subject of this Agreement. Payment of the invoice and acceptance of such payment by VENDOR shall release CITY from all claims of liability by VENDOR in connection with this Agreement.

E. At all times during the performance of this Agreement, VENDOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

F. It shall be the VENDOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations, and requirements of all local, city, state, and federal agencies as applicable.

G. This Agreement represents the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement is intended by the parties hereto to be the final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, the solicitation, and the VENDOR's bid proposal, this Agreement shall govern then, the solicitation, and then the bid proposal. This Agreement may be amended only by written instrument signed by both CITY and VENDOR.

H. This Agreement will take effect on the Effective Date. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

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.

24. TRUTH-IN-NEGOTIATION CERTIFICATE.

A. Execution of this Agreement by the VENDOR shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement is accurate, complete, and current as of the date of the Agreement and no higher than those charged to the VENDOR's most favored customer for the same or substantially similar service.

B. The said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside vendors. The CITY shall exercise its rights under this "Certificate" within one (1) year following payment.

25. ENTITIES OF FOREIGN CONCERN. VENDOR 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. Prior to VENDOR and any subcontractor having access to personal identifying information pursuant to this Agreement, VENDOR and any subcontractor shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by 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. 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.

26. 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.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year written below.

DATED this _____ day of _____, 2024.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

FIRM

_____
(Authorized Official Name), (Vendor)

_____
Print Name of Authorized Official

_____
Title

Approved as to Form:

(Corporate Seal)

_____
Shawna Lamb, City Attorney

Attest/Authenticated:

_____
Maylee DeJesus, City Clerk

Attest/Authenticated:

_____
Secretary

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

COMPOSITE EXHIBIT A
RFP PD25-015 AND VENDOR'S PROPOSAL

EXHIBIT B
SCHEDULE OF FEES

EXHIBIT C

PALM BEACH COUNTY NON-CONSENT TOWING & IMMOBILIZATION RATES

Division of Consumer Affairs

Maximum Non-Consent Towing & Immobilization Rates

Rate Type	Fiscal Year 24 10/1/23 - 9/30/24	Fiscal Year 25 10/1/24 - 9/30/25
Private Property Impound Tow Class A Class B Class C Class D No other fees may be imposed for the first 24 hours the vehicle is in the care, custody and control of the towing operator, **except: a)** applicable storage fees may be charged after the proper police authority has been notified and the vehicle has been in the possession of the towing operator for at least 6 hours and **b)** "extra time at scene" when a law enforcement agency is called/involved and when the officer's name and badge number and detailed explanation is provided.	 Flat Rate $142 Flat Rate $250 Flat Rate $355 Flat Rate $355	 Flat Rate $146 Flat Rate $258 Flat Rate $366 Flat Rate $366
Police Directed Tow Class A Class B Class C – applies to non-commercial vehicles only Class D – applies to non-commercial vehicles only	 $177 $263 $392 $562	 $182 $271 $404 $579
Per mile fee for Police Directed Tow Class A Class B Class C Class D	 $7.50 $8.50 $10.00 $12.50	 $7.50 $8.50 $10.00 $12.50
Outdoor storage per 24 hrs.- vehicles 25' or less after first 6 hours	$29	$30
Outdoor storage per 24 hrs. – vehicles longer than 25' after first 6 hours	$40	$41
Outdoor storage per 24 hrs. - motorcycles, ATVs, scooters, other small personal vehicles after first 6 hours.	$18	$18

Rate Type	Fiscal Year 24 10/1/23 - 9/30/24	Fiscal Year 25 10/1/24 - 9/30/25
Indoor storage per 24 hrs. - vehicles 25' or less after first 6 hours.	$40	$41
Indoor storage per 24 hrs. - vehicles longer than 25' after first 6 hours. Applies to non-commercial vehicles only.	$58	$59
Indoor storage per 24 hrs. - motorcycles, ATVs, scooters, other small personal vehicles after first 6 hours.	$23	$23
Drop Charge – When the vehicle/vessel owner or authorized driver/agent arrives at the scene prior to the vehicle/vessel being removed or towed from the property, the vehicle/vessel shall be disconnected from the tow truck and the vehicle/vessel owner or authorized driver/agent shall be allowed to remove the vehicle/vessel without interference upon payment of a reasonable service fee of not more than one-half of the posted rate for such towing service.	One-half of the posted rate for such towing service	
Administrative/Lien Fee – Applicable only after 24-hours from time of police report. Must show proof that ownership search is conducted, and police agency authorized the vehicle/vessel to be impounded or police agency has been notified by the tow truck company that the tow truck company is in possession of a vehicle/vessel as a result of a private property impound. Fees in excess of this administrative/lien flat fee may be charged by the tow company for *actual expenses* incurred to meet requirements such as lien notification letters, certified mail receipts, advertisements or any other requirement as imposed by Section 713.78, Florida Statute so long as the tow company has detailed supporting proof of actual expenditures (i.e. invoices, bills, payments) and are kept on file with the tow company.	$50 maximum flat fee plus actual 3rd party fees	
After Hour Gate Fee – may not be applied between the hours of 7 a.m. and 6 p.m. Monday through Friday (excluding federal holidays) and not for 1 hour after a vehicle has been impounded all other times when: **a.** Impounded vehicles/vessel are recovered by the owner or authorized driver/agent; or **b.** The owner or authorized driver/agent wishes to recover property from an impounded vehicle/vessel.	$39	
Extra Time at Scene - First one-half hour to be included in the initial cost per call. Charges are in 15 minute intervals. All extra time/labor shall be documented by the tow truck operator and shall include the name of the law enforcement agency and the law enforcement agency case number or the officer's name and badge number. The documentation shall also include a detailed explanation of the services rendered which necessitated the charges and if possible photographs of the scene.	25% of applicable towing fee in 15 minute intervals	

Rate Type	Fiscal Year 24 10/1/23 - 9/30/24	Fiscal Year 25 10/1/24 - 9/30/25
Underwater Recovery - Performed by a certified/ professional diver with the written documentation and approval by the investigating law enforcement agency/ officer.	$100 plus cost per hour (port-to-port)	
Hazardous material clean-up and disposal as required, mandated and/or licensed through state or local laws and approved by the investigating law enforcement agency/officer.	Towing company prevailing rates	
Credit Card Convenience Fee – fee that may be assessed and added to an invoice, if a credit card is used for the transaction. *The fee is intended to offset the cost associated with accepting credit card payments.*	Not more than 3% of the invoice	
IMMOBILIZATION SERVICES		
Release of immobilization device(s) per vehicle	$77	$80
Credit Card Convenience Fee – fee that may be assessed and added to an invoice if a credit card is used for the transaction. *The fee is intended to offset the cost associated with accepting credit card payments.*	Not more than 3% of the invoice	

The next adjustment will occur 10/1/2025 in accordance with the Towing and Immobilization Services Ord.

EXHIBIT "D"

SAMPLE PERFORMANCE EVALUATION QUESTIONNAIRE
(FOR INFORMATIONAL PURPOSES ONLY)

Instructions: Performance evaluations shall be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Work Orders. Work Orders with a term of six (6) months or more at a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Work Order and at the time of Work Order or Contract completion.

It is especially important for the Project Manager to contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

When completed, forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract/Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No.	Contractor	Evaluation Period ☐ Interim ☐ Final
Project Title	If evaluating under a work order contract, specify type	

Check the appropriate ratings for Lines 1 through 8.
Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9.
Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10.

	Performance Indicators	**Rating** Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1.	Planning & Approach	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
2.	Staff Capability	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
3.	Staff Effectiveness	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
4.	Flexibility in Meeting City's Goals	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
5.	Promptness of Deliverables/Milestones/Reports	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
6.	Report and Drawings Quality	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
7.	Quality of Work Completed	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
8.	Contract Under or at Budgeted Cost and Invoicing Procedures	☐ 1	☐ 2	☐ 3	☐ 4	☐ 5
9.	Individual Column Rating (Total lines 1-8.)					
10.	Total Rating Score (Total row 9.)					
11.	Average Rating Score (Divide line 10 by the number 8.)					

Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11.

In Lines 12 through 21, provide any additional detail, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding SBE utilization on Line 20. Additional space is available on Line 22 if needed.

12.	Current tasks completed and/or deliverables received? If no, reason:	☐ Yes ☐ No
13.	Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	☐ Yes ☐ No
14.	Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:	☐ Yes ☐ No
15.	Contractor strengths:	
16.	Contractor weaknesses:	
17.	Specific problems incurred:	
18.	How may these have been prevented?	
19.	Additional comments/recommendations:	
20.	Comments on sub-contractor utilization:	
21.	**Currently recommend firm for future contracts/work orders of this type? If "No" or "Possibly", an explanation must be provided in Line 22 below.**	☐ **Yes** ☐ **No** ☐

Project Manager (sign)	Date	Section Administrator (sign)	Date

22. Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 – explain marginal/unsatisfactory performance; **if either "No" or "Possibly" apply to Question 21, an explanation must be provided here.** Additional sheets may be attached if necessary.

Number	Remarks
#	
#	

CONTRACT MANAGEMENT/PROCUREMENT USE ONLY

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Number	Remarks
#	
#	

Evaluation Number/Score:	Comments:
Running Average Score:	

Procurement Representative (sign)	Date	Other Required Approval (sign)	Date

EXHIBIT A

PD25-015 - Towing and Storage Services

Opening Date: November 6, 2024 12:00 PM

Closing Date: December 6, 2024 2:30 PM

Vendor Details

Company Name:	Kauff's of Palm Beach, Inc.
Address:	4701 East Avenue West Palm Beach, FL 33407
Contact:	LINDSEY BURNS
Email:	LBURNS@KAUFFSTOWING.COM
Phone:	561-844-5283
HST#:	59-1371159

Submission Details

Created On:	Wednesday November 06, 2024 15:29:01
Submitted On:	Friday December 06, 2024 12:54:40
Submitted By:	LINDSEY BURNS
Email:	LBURNS@KAUFFSTOWING.COM
Transaction #:	440bf0af-1a41-42a6-a3ff-78c1fd7d7a8d
Submitter's IP Address:	12.42.72.26

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses.

Description	Response *	Comments	
Is your company a Minority Owned business?	No		
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	No		
Issuing organization name	Input response in comments box to the right	Not Applicable	*
Date of Issuance	Input response in comments box to the right	Not Applicable	*

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Kauff's of Palm Beach, Inc. has over 50 years of experience providing single vendor contractual and multi-vendor rotation towing and storage services similar to the requirements of the City of Boynton Beach. Kauff's of Palm Beach, Inc. has been providing towing, storage and recovery services to numerous Municipal, County, State and Federal law enforcement agencies, a diverse range of commercial fleets and enterprises ranging from light duty to heavy duty, and most importantly, the residents and visitors to the City of Boynton Beach. Kauff's of Palm Beach, Inc. has been on the forefront utilizing the most up to date training techniques, equipment and technology in the towing and recovery industry. Kauff's of Palm Beach, Inc. has more than the minimum required equipment for this RFP No. PD25-015. Kauff's of Palm Beach, Inc. can provide the best quality service for the City of Boynton Beach. Kauff's of Palm Beach, Inc. is a subsidiary of Guardian Fleet Services, the largest towing, storage, recovery and specialized transportation company in the nation. With over 500 assets and 600 employees, should any special needs event, hurricane or natural disaster strike the City of Boynton Beach, we can bring these assets and trained employees to the aid of the city to assist in recovery efforts. Kauff's of Palm Beach, Inc. recognizes the value and understands the requirements established in this RFP No. PD25-015 and are highly qualified and experienced to meet the needs of the City and its visitors. We are well versed in the Palm Beach County Towing Ordinance and the Florida State Statue 713.78. Kauff's of Palm Beach, Inc. currently operates a diversified fleet of over 30 recovery units consisting of Class A, B, C, D and Rotators along with Incident Management Support equipment backed by trained and certified operators. The average age of our fleet is less than 5 years old and is maintained by our in-house ASE certified technicians. All equipment is updated as needed to meet contractual requirements with the safe operation of our fleet as a top priority. Kauff's of Palm Beach, Inc. officers have over 200 years of experience in the towing and recovery industry. Our CEO – Geoffrey Francis Russell, Vice President – Sean Loscalzo, Vice President – Scotty Crockett, COO – Thomas Tedford, and Secretary/Treasurer – Rocky Gunter. Kauff's of Palm Beach, Inc. has the perfect geographical footprint and is within the 10 mile radius of the entire city required to maintain excellent response times. Our storage and office facility located at 4010 Thor Drive Boynton Beach, FL can accommodate over 125 vehicles outside and 20 vehicles inside for On-Hold Police Investigation vehicles. This storage facility also includes an automobile lift station for the use of police department THI or criminal investigations. Our facility also includes a customer reception waiting area and public restrooms which are ADA compliant. Our impound facility is located in a 21,000 square foot building. Our inside office space is 600 square feet with 20,000 square feet of inside storage. The outside storage is 1.59 acres of paved ground secured by chain link fencing. Within our Vehicle On-Hold Area, (inside storage), are limited access secure areas for law enforcement to be able to investigate vehicles that have been put on HOLD with access to automobile lift stations inside this HOLD building. The entire compliment of personnel within our company, Kauff's of Palm Beach, Inc., and the many accomplishments and successes documented throughout our 50 years of service validates our commitment to The City of Boynton Beach and its residence. The experience, proficiency, and knowledge as well as the dedication Kauff's of Palm Beach, Inc. displays each and every day illustrate the philosophy and approach of our entire family and staff. After city staff has had the opportunity to review our proposal, we feel that our family, community involvement, city residency, staff experience, training, certifications, equipment, and facilities, Kauff's of Palm Beach, Inc. will be the best choice as your towing services provider.

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
◉ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No	55	25-00058963 - CERTIFICATE OF USE 25-00058961 - WRECKER / TOWING SERVICE 25-00058962 - STORAGE

Technical Proposal - Item A - COMPANY ORGANIZATION / EXPERIENCE

Complete the Technical Proposal - Item A - Company Organization / Experience

Detail your response. Attachments may be submitted to further detail of your response and are to be labeled accordingly.

Technical Proposal - Item A	Response *
State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. The correct name of the Proposer is:	KAUFF'S OF PALM BEACH, INC. 4010 THOR DRIVE BOYNTON BEACH, FL 33426
The address of the principal place of business is:	4010 THOR DRIVE BOYNTON BEACH, FL 33426
Number of years the organization has been in business under the present business name. The minimum requirement is three (3) years.	55
Number of years the organization's business type has been in business with current ownership.	55
Number of Years Palm Beach County Operating Permit has been in place. Detail each year.	Kauff's of Palm Beach, Inc. has held a current Towing Operating permit with Palm Beach County since its inception in 1992 under TP83.
State the name of the individual who will have personal supervision/responsibility of the City of Boynton Beach account.	William "Billy" Hunter / Natalie Hunter / Lindsey Burns
Under what other former names has your organization operated?	None
Detail any Professional Recognition/Awards received by the organization during the past five years. Copies to be attached.	West Palm Beach Business Hall of Fame Best of 2023 & 2024, Best of Business 2024 by Business Rate, Palm Beach Gardens Fire Department Appreciation Award, Specialized Carriers & Rigging Association Transportation Safety Award 2024, Specialized Carriers & Rigging Association Transportation Zero Accident Award 2024, Safety Council Award of Excellence for Vehicle Safety 2024, 2022 American Towman Ace Award, 2023 Encore Ace Award
Detail if organization has currently in place an ongoing training / safety program. Copy of program manual table of contents to be attached as a minimum.	With Kauff's of Palm Beach, Inc. being a subsidiary of Guardian Fleet Services, this allows us to have a fully staffed safety division. This division handles training, accident review, driver's license checks and random drug tests programs. We use the software called Embark Management Systems for all operators on the road. This innovative program monitors the operators' licenses allowing us to know if their license will expire soon, if it becomes suspended or any other issues that would occur to make an operator not eligible to operate a motor vehicle. We have multiple driver incentive programs for drivers who receive a high safety score each month. There are seven risk factors that are monitored: crash, harsh driving, distracted driving, collision risk, traffic signs & signals, speeding and policy violations. The goal of this incentive program is to take the proper steps to prevent accidents, moving violations, damage to customers' vehicles and or equipment, and DOT citations. We hold monthly safety meetings for all operators and managers to go over any and all issues that arise. Kauff's of Palm Beach, Inc. offers online defensive driver training sessions through the Smith System Program. This online based platform provides training classes on different informative materials and educational videos that our operators are able to use on a day-to-day basis on the roadway. Our fleet of trucks have installed Electronic Logging Devices (ELD) and Samsara Camera Systems with recorded video from the multiple on-board truck cameras to monitor our drivers driving abilities, vehicle towing and recovery operations, and hours of service which tracks each driver's progress at which they are requested. Our entire fleet is also equipped with HAAS Alert the advanced warning system which notifies approaching drivers via smart car technology and systems such as WAZE of our trucks proximity to the roadway helping to keep our drivers, customers and other first responders safe on the roadside. There can and always be room for improvement and we plan to stay on the forefront of newly developed technology. Training Day at Kauff's begins during the employee's job interview process. All prospective applicants are made to understand that Safety and Customer Service is a fundamental core responsibility of all Kauff's employees. Training at Kauff's either as a driver, dispatcher, or office staff is a continuing process and continuing education at Kauff's is required at every level and is fully compensated by our company. Our company employee and driver training process will be unique to the City of Boynton Beach in that all key staff will be versed in the towing agreement and in the Palm Beach County Towing Ordinance. While training and certifying our drivers to operate the equipment is a fundamental part of their training, they will also understand how critically important details such as safety, response times, crime scene protocol, On-Hold vehicle handling procedures, fatality accident protocol, confiscation vehicles, evidence securement, storage requirements, personal property securement, site clean-up, towing rates and storage, radio and GPS communication, and customer service with respect to vehicle owners and City employees. Our Driver Training and Certifications also include: SSTA Light, Medium-Heavy, Ultra Heavy and TRAA Level 1, 2 and 3 Certification, Federal Highway Traffic Incident Management, SHARP 2 TIM Certifications, OSHA required Personal Protective Equipment (PPE) Training, ANSI Class 3, OSHA Hazard Communication Standard, OSHA Blood Bourne Pathogen Training & HEP-B Vaccinations, MUTCD Part 6-I Maintenance of Traffic (MOT) for First Responders, Electric Vehicle Training-ESA Certification, Forklift Certification, OSHA Standard, Fire Safety Awareness, Fire Extinguisher Training, OSHA Required Standard, State of Florida Traffic Incident Management for Emergency Responder Course, I-95 Corridor Coalition Core Competency, Traffic Incident Management, and continuing education through TRAA, SSTA, Miller Rotator School, OSHA Heavy Rigging, SSTA-Tom Luciano Ultra Heavy Duty Rotator Recovery School, Florida Turnpike, Safety and Operations for First Responder Supervisors: FMCSR 49CFR Part 382.603 Controlled Substance Awareness, OSHA Fall Protection Training. At Kauff's we are committed to Safety and Training and to being fully compliant with all City, County, State, and Federal regulatory agencies.
Describe any litigation, arbitration, mediation or other proceeding whereby, during the past seven years, a court or any administrative agency has ruled against the firm in any manner related to its towing / storage activities. Include outcome and amount of settlement.	Kauff's of Palm Beach, Inc. has not had any filings ruled against us.
Detail any Palm Beach County Consumer Affair Cases and Palm Beach County Citations during the past seven years. Include outcome and amount of settlement.	Kauff's of Palm Beach, Inc. has not had any Palm Beach County Consumer Affairs Cases or Palm Beach County Citations during the past 7 years.
Describe any current or pending litigation.	Kauff's of Palm Beach, Inc. does not have anything current or pending litigation.
Describe any pending inquires not resolved with Palm Beach County Consumer Affairs, Towing Jurisdiction.	Kauff's of Palm Beach, Inc. does not have any current or past inquiries not resolved with Palm Beach County Consumer Affairs, Towing Jurisdiction.
Proposer to make a statement if they have ever had a contract terminated for cause and detail date, entity/name of company during the past seven (7) years. Applies to Public contracts only.	Kauff's of Palm Beach, Inc. has never had a contract terminated.
If Proposer is a Corporation, answer the following: Date of Incorporation State of Incorporation President's Name Vice President's Name Secretary's Name Treasurer's Name Name and address of Registered Agent	Date of Incorporation: 12/27/1971 State of Incorporation: Florida President's Name: Francis Geoffrey Russell Vice President's Name: Sean Loscalzo & Scotty Crockett Secretary's Name: Rocky Gunter Treasurer's Name: Rocky Gunter Name and address of Registered Agent: Capitol Corporate Services, Inc. 515 E Park Ave, 2BD FL Tallahassee, FL 32301
If the Proposer is an Individual or Partnership, answer the following: Date of Incorporation State of Incorporation President's Name Vice President's Name Secretary's Name Treasurer's Name Name and address of Registered Agent	Not Applicable
If Proposer is other than an Individual, Corporation, or Partnership, describe the organization type and give the name and address of the principals.	Not Applicable
If Proposer is operating under a fictitious name, state such here and submit evidence of compliance with the Florida Fictitious Name Statute with the proposal.	Not Applicable

Identify if Proposer has any interest in automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses, and shall acknowledge and list the specifics. IF NO, IDENTIFY AS SUCH.	Kauff's of Palm Beach, Inc. does not have any interest in the automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses.
Describe and provide professional memberships to relevant national/state/local associations	Kauff's of Palm Beach, Inc. is involved in the Sunshine State Towing Association, Professional Wrecker Operators of Florida, Florida Trucking Association, Towing Recovery Association of America, International Towing and Recovery Hall of Fame Museum, Palm Beach County League of Cities, Specialized Carrier Rigging Association, and Florida Transportation Builders' Association, Inc.
Summarize the quality of the firm's support personnel and continuity of staff. Identify each employee that is either part of the management team, administrative staff, or driver/operator and provide the appropriate information for each that applies.	Kauff's has a management and administrative staff with over two hundred years of experience within the industry combined. Francis Geoffrey Russell, Sean Loscalzo, Thomas Tedford, and William Hunter are part of our Management Team. Natalie Hunter and Lindsey Burns are part of our Administrative Staff. Kauff's of Palm Beach, Inc. has over 35 operators that operate our fleet of A, B, C, D and Rotators. Francis "Geoff" Russell the CEO of Guardian Fleet Services, Inc., Founding Member, and Past President of the Sunshine State Towing Association (SSTA) has owned and managed Kauff's of Fort Pierce, Palm Beach and Miami for the past twenty-three years. Geoff is the Recipient of Tow Times Lifetime Achievement Award and was a past member on the board of directors for the International Towing and Recovery Hall of Fame Museum. Geoff has thirty-five years of experience with Miller Industries and its subsidiaries as President of Miller Industries Distributing, the retail sales division for Miller, VP of Operations for Road One, a national consolidator of Towing and Recovery Operators for 1996 through 2003 and VP of Operations for Century Wrecker Corporation. His experience as Plant Manager and relationship with many of the Nation's top equipment distributors, truck and component manufacturers allows for a unique perspective as to problems and solutions on all aspects of wrecker operations and ownership. Sean Loscalzo, Vice President of Kauff's of Palm Beach, Inc., began with his enlistment in the United States Marine Corps in 1980, where he served with dedication until 1986. Demonstrating the discipline and commitment honed during his military service, Sean ventured into the towing industry in 1988 by founding A Superior Towing with just one truck. His leadership and expertise quickly garnered recognition. In the early 1990s, Sean took on roles as chairman and director for the Professional Wrecker Operators of Florida (PWOF), contributing significantly to the organization's mission and growth. In 2013, Sean was instrumental in establishing the Sunshine State Towing Association (SSTA), where he played a pivotal role as a founding member. His leadership prowess was soon acknowledged, and he served as Vice President and President of the SSTA, guiding the association through critical phases of development. Throughout his towing career, Sean has been nominated for and won numerous awards, including accolades from the Florida Department of Transportation (FDOT), the SSTA, multiple American Towman awards, and various community awards. These honors reflect his outstanding contributions and commitment to excellence in the towing industry. Furthering his impact on the towing industry, Sean joined forces with Guardian Fleet Services, Inc. (GFS) in 2021. Sean now plays a key role in the largest towing company in the United States, continuing his legacy of excellence and leadership in the field. Sean Loscalzo's career is a testament to his unwavering dedication, leadership, and vision in the towing industry, making him a respected and influential figure in his profession. Thomas "Tom" Tedford has over forty years' experience serving the towing industry at various levels of office. He presently serves as the Chief Operating Officer of Guardian Fleet Services the Nation and Florida's Largest Heavy Duty & Specialized Transport Towing Company leading the teams in HR, IT, Sales, Safety, Operations, Lobbying & Legislation, purchasing, cost reduction, training and marketing. He has held numerous executive offices in both state and national trade organizations within the industry, including Towing and Recovery Professionals of Connecticut, Towing and Recovery Association of America, and Conference of Northeastern Towing Association. He has chaired and or participated on numerous industry committees regarding Finance, Heavy Duty Towing, Incident Management, Training Protocol, Disaster Response, FEMA, and many others. As a speaker and trainer Tom has given educational seminars to thousands of towing professionals across the country regarding billing practices, business presentation, rate structure and management. He serves as the Treasurer of the International Towing and Recovery Hall of Fame and Museum as a Board member in his Eighth term. In addition to serving on the Board, Tom also serves as the Finance Chairman for both the Wall of the Fallen and Survivor Fund Committee's of the International Towing and Recovery Hall of Fame and Museum. In the past Tom served both the Towing and Recovery Professionals of Connecticut and the Towing Recovery Association of America as its Treasurer assisting and overseeing both entities return to sound financial controls and positive balance sheets. William "Billy" Hunter, our Terminal Manager of Kauff's of Palm Beach, Inc., with over thirty years of experience in his position managing the day-to-day operations. Billy is Traffic Incident Management (TIM), Sharp2, and Miller Ringleader certified. He also has his CCO and Ultra Heavy-Duty Certificate. Billy has worked for Kauff's since the 90's and has been hands-on with operations with various municipal and governmental agencies. Natalie Hunter has her AS Degree in Criminal Justice, with over ten years of experience in her position of managing the day-to-day administrative operations for Kauff's of Palm Beach, Inc. as the office manager. She has been hands on and overseen the administrative functions of the numerous municipal contracts held by Kauff's of Palm Beach, Inc. Natalie has twenty years of experience with police impound management and quality customer relations. Lindsey Burns has her bachelor's degree in Business Management along with a bachelor's degree in Transportation and Logistics. She has 15 years of experience in the towing and recovery industry and five years with Kauff's of Palm Beach, Inc. Lindsey has completed TRAA Level 1 & 2, Traffic Incident Management (TIM) Sharp2 Training, and has many hands-on experiences in the towing industry. Lindsey is a Boynton Beach native being born and raised in the city. Along with assisting both Billy and Natalie in operations including dispatching, vehicle intake and vehicles on Hold for law enforcement, Lindsey is also part of the Sunshine State Towing Association events and training division. Please see Additional Documents section for a complete list of management staff, administrative staff and operators with certifications.
Detail your office location address and hours of operation.	4010 Thor Drive Boynton Beach, FL 33426 Monday - Friday 8:00am-6:00pm Saturday & Sunday By Appointment Only

Technical Proposal - Item B - QUALIFICATIONS AND EXPERIENCE OF INDIVIDUALS

Complete the **Technical Proposal - Item B - QUALIFICATIONS AND EXPERIENCE OF INDIVIDUALS**

Attachments may be submitted to further detail your response and should be labeled accordingly.

INDIVIDUAL QUALIFICATIONS/ EXPERIENCE SUMMARY

Identify each employee that is either part of the management team, administrative staff, or driver/operator and submit the appropriate information for each that applies. Supporting documentation is to be submitted as noted.

Note: Upon request, the City may require driver's license numbers

Name of Employee *	Management - Yes or No *	Title/Position in Organization *	Type of Work Performed *	Years of Experience with the Organization *	Total Yeas of Experience in Towing Industry *	For Drivers/Operators Only- Identify Driver's License Type *
FRANCIS GEOFFREY RUSSELL	(•) Yes ( ) No	CEO	MANGEMENT	23	50	R240-247-55-245-0
SEAN LOSCALZO	(•) Yes ( ) No	VICE PRESIDENT	MANGEMENT	3	36	L242-780-62-068-0
SCOTTY CROCKETT	(•) Yes ( ) No	VICE PRESIDENT	MANGEMENT	8	20	C623-781-79-300-0
TOM TEDFORD	(•) Yes ( ) No	COO	MANGEMENT	5	40	T316-821-65-457-0
ROCKY GUNTER	(•) Yes ( ) No	SECRETARY / TREASURER	MANGEMENT	2	20	G536-732-77-229-0
WILLIAM HUNTER	(•) Yes ( ) No	TERMINAL MANAGER	MANGEMENT	30	35	H536-924-65-461-0
NATALIE HUNTER	(•) Yes ( ) No	OFFICE MANAGER	ADMINISTRATIVE	10	20	H536-632-89-701-0
LINDSEY BURNS	(•) Yes ( ) No	ADMINISTRATIVE ASSISTANT	ADMINISTRATIVE	5	15	B652-521-91-668-0
JOSHUA BURNS	( ) Yes (•) No	HEAVY DUTY SUPERVISOR / OPERATOR	OPERATOR	3	12	B652-433-91-306-0
JARRED STANTE	( ) Yes (•) No	HEAVY DUTY OPERATOR	OPERATOR	2	20	S353-463-74-134-0
CHARLES SNYDER	( ) Yes (•) No	HEAVY DUTY OPERATOR	OPERATOR	2	5	S536-151-80-337-0
FRANK CALL	( ) Yes (•) No	HEAVY DUTY OPERATOR	OPERATOR	2	5	C400-261-89-055-0
JASON BIGGER	( ) Yes (•) No	HEAVY DUTY OPERATOR	OPERATOR	6	12	B260-421-79-416-0
JOSHUA CARDELL	( ) Yes (•) No	HEAVY DUTY OPERATOR	OPERATOR	2	10	C634-437-77-261-0
DAVID HODGE	( ) Yes (•) No	HEAVY DUTY OPERATOR	OPERATOR	14	18	H320-172-67-257-0
ANTHONY MARSHALL	( ) Yes (•) No	LIGHT DUTY OPERATOR	OPERATOR	13	15	M624-010-70-369-0
RICHARD HOLDER	( ) Yes (•) No	LIGHT DUTY OPERATOR	OPERATOR	7	15	H436-759-62-263-0
RICHARD MUNN	( ) Yes (•) No	LIGHT DUTY OPERATOR	OPERATOR	11	15	M500-758-83-264-0
DANIEL FACKENDER	( ) Yes (•) No	LIGHT DUTY OPERATOR	OPERATOR	4	6	F253-170-88-016-0
MANUEL DURON	( ) Yes (•) No	LIGHT DUTY OPERATOR	OPERATOR	2	3	D652-548-94-096-0
RICHARD GUARDADO	( ) Yes (•) No	LIGHT DUTY OPERATOR	OPERATOR	2	3	G633-746-91-172-0
JUSTIN MERRITT	( ) Yes (•) No	LIGHT DUTY OPERATOR	OPERATOR	2	4	M630-421-98-181-0
JUSTIN BELL	( ) Yes (•) No	LIGHT DUTY OPERATOR	OPERATOR	2	8	B400-430-88-243-0
ANTHONY NIXON	( ) Yes (•) No	LIGHT DUTY OPERATOR	OPERATOR	1	3	N250-013-01-185-0
SEE ADDITIONAL DRIVERS UNDER ADDITIONAL DOCUMENTS - RESUMES OF KEY PROJECT MEMBERS	( ) Yes (•) No	SEE ADDITIONAL DRIVERS UNDER ADDITIONAL DOCUMENTS - RESUMES OF KEY PROJECT MEMBERS	SEE ADDITIONAL DRIVERS UNDER ADDITIONAL DOCUMENTS - RESUMES OF KEY PROJECT MEMBERS	0	0	SEE ADDITIONAL DRIVERS UNDER ADDITIONAL DOCUMENTS - RESUMES OF KEY PROJECT MEMBERS

Technical Proposal - Item C - EQUIPMENT

Complete the **Technical Proposal - Item C - EQUIPMENT**

Attachments may be submitted to further detail your response and should be labeled accordingly.

Identify Equipment to verify the minimum equipment requirements are met and any additional equipment that is available in excess of the minimum requirements. The equipment listed shall not be subcontracted. All wrecker equipment listed shall have a current Palm Beach County Permit Decal at the time of RFP submittal to be considered.

Note:

Lowboy per minimum equipment eligibility requirement (Last Date Inspected by Palm Beach County column) please enter **N/A** and (Palm Beach County Decal #column) please enter **Not Applicable.**

Heavy Duty Truck Dollies (Last Date Inspected by Palm Beach County column) please enter **N/A** and (Palm Beach County Decal # column) please enter **Not Applicable.**

Motorcycle Trailer (Last Date Inspected by Palm Beach County) please enter **N/A** and (Palm Beach County Decal # column) please enter **Not Applicable.**

Vehicle Type (Type shall be as classified by Palm Beach County Inspection)	Description *	VIN Number *	Make/Model *	Year *	Last Date Inspected by Palm Beach County	Palm Beach County Decal #
Class A	WHEEL LIFT	3C7WRMBLXPG594166	Dodge	2023	10/29/2024	25-129
Class A	FLATBED	1HTEUMMLXRS716625	International	2024	10/29/2024	25-135
Class A	FLATBED	3HAEUMML7RL616862	International	2024	10/29/2024	25-136
Class A	FLATBED	3HAEUMML3RL559754	International	2024	10/29/2024	25-134
Class B	WRECKER 25 TON	1NPXL49X4MD716081	Peterbilt	2021	10/29/2024	25-143
Class B	WRECKER 35 TON	1NPBL49X7GD347523	Peterbilt	2016	10/29/2024	25-141
Class C	WRECKER 50 TON	1NPXX4EX7FD285944	Peterbilt	2015	10/29/2024	25-131
Class C	WRECKER 50 TON	1NPXL40X9RD666413	Peterbilt	2024	10/29/2024	25-133
Lowboy per minimum equipment eligibility requirement	LOWBOY	40FTK5122F1034414	Talbert	2015	N/A	Not Applicable
Heavy Duty Truck Dollies	DOLLY	NOT APPLICABLE	Big D's Fabrication	2024	N/A	Not Applicable
Motorcycle Trailer	DOLLY	Serial# 167857	Condor-Lift	N/A	N/A	Not Applicable

Technical Proposal - Item C - EQUIPMENT - Additional Wrecker Vehicle Equipment

Complete the **Technical Proposal - Item C - EQUIPMENT - Additional Wrecker Vehicle Equipment**

Attachments may be submitted to further detail your response and should be labeled accordingly.

Identify Equipment to verify the minimum equipment requirements are met and any additional equipment that is available in excess of the minimum requirements. The equipment listed shall not be subcontracted. All wrecker equipment listed shall have a current Palm Beach County Permit Decal at the time of RFP submittal to be considered.

Additional Wrecker Vehicle Equipment (Identify Class for each or state other)	Description	VIN Number	Make/Model	Year	Last Date Inspected by Palm Beach County	Palm Beach County Decal #
	WHEEL LIFT	3C7WRKAL4LG121928	Dodge	2020	10/29/2024	25-144
	FLATBED	5PVNJ8JN1L5S54190	Hino	2020	10/29/2024	25-138
	FLATBED	5PVNJ8JN6J4S53166	Hino	2018	10/29/2024	25-252
	FLATBED	5PVNJ8JN8J4S53167	Hino	2018	10/29/2024	25-137
	FLATBED	3HAMMMML0FL689790	International	2015	10/29/2024	25-148
	FLATBED	3HAMMMML2FL689791	International	2015	10/29/2024	25-149
	FLATBED	1HTMMMML8HH487854	International	2017	10/29/2024	25-146
	FLATBED	1HTMMMML4HH487852	International	2017	10/29/2024	25-114
	FLATBED	5PVNJ7BS7P5T50166	Hino	2023	10/29/2024	25-139
	SEE ATTACHED DOCUMENT FOR FULL LIST OF EQUIPMENT	SEE ATTACHED DOCUMENT FOR FULL LIST OF EQUIPMENT	SEE ATTACHED DOCUMENT FOR FULL LIST OF EQUIPMENT	SEE ATTACHED DOCUMENT FOR FULL LIST OF EQUIPMENT	SEE ATTACHED DOCUMENT FOR FULL LIST OF EQUIPMENT	SEE ATTACHED DOCUMENT FOR FULL LIST OF EQUIPMENT

Technical Proposal - Item C - EQUIPMENT - Detail Your Vehicle Maintenance Plan

Complete the **Technical Proposal - Item C - Detail Your Vehicle Maintenance Plan**

Detail Vehicle Plan	Plan Detail *
Detail Your Vehicle Maintenance Plan	Kauff's of Palm Beach Inc. is self-sufficient in maintaining our fleet of trucks utilizing our three main locations for in-house truck repairs. We also have the ability to use any of the 30 plus Guardian Fleet locations for additional repairs if needed this minimizes the downtime for our fleet. We have ASE certified truck technicians on staff with the ability and equipment to repair everything onsite unless it is an item covered by warranty. Our facilities include heavy duty truck lifts and an overhead crane at our location for any heavy repair that is needed. 1. Preventative Maintenance (PM) is performed on a mileage basis. Typical PM includes oil and filter changes, lubrication, tightening belts and components, engine tune-ups, brake work, tire rotation, hose inspection or replacement and radiator maintenance. 2. Demand Maintenance is performed only when the need arises. Some vehicle parts are only replaced when they fail. Other "Demand Maintenance" items involve vehicle components that are worn based on information from the vehicle condition report. Since these situations are identified through periodic vehicle inspections, they can be classified within the PM program. 3. Crisis Maintenance involves a vehicle breakdown on the road. While situations of this type may happen regardless of the quality of the PM program, it is an expensive alternative to not having an effective preventive maintenance program in place. Our PM program has been extremely effective including our daily pre and post trip driver inspections. Our PM program is what gives Kauff's the consistency in what the City requires for reliable, well-maintained equipment.
Detail Your Vehicle Replacement Plan	Our vehicle replacement plan is combined around our maintenance plan and usage, this allows us to keep our equipment as up to date as possible. The light duty trucks are replaced between 5 and 8 years depending on mileage, crisis maintenance and resale value. Our medium duty, heavy duty, ultra heavy duty and rotators can be in service for up to 10 years. Once we see trucks constantly in the crisis maintenance category whether they are at their life expectancy or not that vehicle is rotated out of the fleet because the down time is more expensive than replacement due to the loss of revenue for that vehicle. It also affects the serviceability to the customers we serve. When replacing any of the tow trucks we utilize for our business we purchase mostly Miller products that are built in Chattanooga Tennessee. We have been purchasing the same brand of tow trucks for over twenty years. The familiarity of purchasing the same kind of tow trucks allows our in-house technicians to identify mechanical issues quicker and repair them faster because of the experience they have with the same brand over the years. Kauff's has the ability to purchase new equipment outright not needing to finance equipment gives us the ability to replace vehicles on our schedule.

Technical Proposal - Item D - AGENCIES FOR POLICE DIRECTED TOWS

Complete the Technical Proposal - Item D - Agencies for Police Directed Tows

Experience must be within the past five (5) years to be considered.

Name of Public Entity/Sheriff Agency *	Contact Person *	Phone Number *	Title *	Contract Award Dates - Start Date & End Date or Start & Currently under Contract *	Is this a Rotation Award? Yes or No *
WEST PALM BEACH POLICE DEPARTMENT	DANIEL DILLARD TONY MATIAS	561-906-2249 561-723-5939	TRAFFIC HOMICIDE INVESTIGATOR SERGEANT	1980 - CURRENT	○ Yes ◉ No
DELRAY BEACH POLICE DEPARTMENT	MATT SARACENI	561-302-7959	SERGEANT	2023 - CURRENT	○ Yes ◉ No
PALM BEACH GARDENS POLICE DEPARTMENT	RONALD "RON" FERRIS	561-799-4445	CITY MANAGER	1997 - CURRENT	○ Yes ◉ No
RIVIERA BEACH POLICE DEPARTMENT	MICHAEL MADDEN	561-845-4123	ASSISTANT CHIEF	2000 - CURRENT	○ Yes ◉ No
JUPITER POLICE DEPARTMENT	CHUCK JONES	561-741-2732	FLEET OPERATIONS SUPERVISOR	2020 - CURRENT	◉ Yes ○ No
PALM BEACH POLICE DEPARTMENT	NICHOLAS CARISTO	561-838-5454	CHIEF	1980 - CURRENT	○ Yes ◉ No
PALM BEACH COUNTY SHERIFF OFFICE	MARVIN HUBERT	561-601-9795	TOWING COORDINATOR / TRAFFIC DIVISION	1980 - CURRENT	◉ Yes ○ No
FLORIDA HIGHWAY PATROL	MASTER TROOPER RONALD F. LOGAN JR	561-357-4101	CRIMINAL INTERDICTION UNIT - FELONY OFFICER / FIELD TRAINING OFFICER - TROOPER	1986 - CURRENT	◉ Yes ○ No
FLORIDA DEPARTMENT OF TRANSPORTATION	CHRISTOPHER ISON	607-765-9690	RISC COORDINATOR DISTRICT 4	2004 - CURRENT	○ Yes ◉ No
FLORIDA TURNPIKE ENTERPRISE	MICHAEL WASHBURN	407-264-3312	STARR PROGRAM COORDINATOR	2004-CURRENT	○ Yes ◉ No

Technical Proposal - Item E - RECORD KEEPING AND REPORTING

Complete the **Technical Proposal - Item E - RECORD KEEPING AND REPORTING**

Attachments may be submitted to further detail your response and should be labeled accordingly.

Detailed summary of the Company's record keeping and reporting.

Record Keeping & Reporting	Response *
Detailed Summary of the Company's Record Keeping and Reporting	Kauff's of Palm Beach, Inc. utilizes Towbook as their dispatch and billing software. Towbook is the premier towing dispatch, inventory, and reporting software in our industry today. Within this program we are able to pull the monthly reports that The City of Boynton Beach is requesting. The Towing Activity Report will include date of tow, BBPD case number, type of tow, VIN number, year, make, model, tag#, vehicle released by class, and administrative fees collected. Once a vehicle has been paid for by the owner, insurance company or owner's representative they will be provided with a paid receipt. Please reference the Technical Proposal – Item E – Record Keeping and Reporting Samples document for Towing Activity Report sample. Once a call is entered into the system by our dispatch staff, our driver receives the dispatched call through their personal company tablet. Each call that is entered into the enterprise software system is designated a specific call number. That number is assigned to that job and is able to be searched in our system along with many other searchable fields. Upon the arrival of the incident our operator takes photos of the vehicle at the incident scene and then again at the time of drop-off either at our secure storage facility or the customer's designated address. These photos are stored in our towing software and are attached to each invoice for proof of the condition of the vehicle both before and after towing. These pictures would be available to the City of Boynton Beach upon request. Upon the arrival at our secure storage facility one of our impound staff members checks in the vehicle. At this time, the staff member ensures that the vehicle's VIN numbers are verified against the photographs taken by the operator. There will be additional photos taken of the vehicle if necessary. A paper file is then created, mirroring the electronic file, to ensure comprehensive and accurate documentation.

Technical Proposal - Item F - TECHNICAL APPROACH

Complete the **Technical Proposal - Item F - TECHNICAL APPROACH**

Attachments may be submitted to further detail your response and should be labeled accordingly.

Provide detailed response for the Technical Proposal - Item F - Technical Approach

Item F - Technical Approach	Detailed Response *

Describe the range of towing and related services performed by your firm and your implementation plan for this contract. This section must address dispatch, clean-up, working with the officer at the scene, and any internal procedures that are necessary to provide quality assurance with the requirements of the contract.	Kauff's has a half century of experience providing towing and recovery services to all disciplines of governmental agencies. Our belief is there is no substitute for experience. Since our company was founded in 1969, fifty plus years ago, we have had one goal that clearly defined our objectives and mission statement: to be recognized by the motoring public as a premier service provider in the towing and recovery industry. Since our inception, the Kauff's group of companies have provided "Quality" towing, recovery, specialized transportation and storage services for numerous Municipal, County, State and Federal Police agencies throughout South Florida. Over the last 55 years, Kauff's has been providing service to over 36 different government agencies between Monroe County to St. Lucie County. Specifically in Palm Beach County we have provided services to the Florida Highway Patrol, Palm Beach Sheriff Office, Palm Beach Gardens Police Department, Riviera Beach Police Department, Palm Beach Police Department, Juno Beach Police Department, Manalapan Police Department, Jupiter Police Department, West Palm Beach Police Department, North Palm Beach Police Department, and Palm Springs Police Department. We are proud of the reputation that we have earned in the business community, and have current working relationships with municipalities, law enforcement agencies, fleet companies, auto dealerships and insurance companies. Kauff's of Palm Beach, Inc. understands the scope of services needed to fulfill the requirements of this RFP No. PD25-015. This gives Kauff's a level of expertise that no other vendor could compare to. Kauff's has always followed State Statute 713.78 along with the Palm Beach County Towing Ordinance to provide towing and storage services. With a total of almost 500 pieces of state-of-the-art towing and recovery equipment based in the five southern counties Kauff's has always met the immediate needs and expectations of all the municipal, state and, federal agencies regardless of time, weather, or seriousness of any event. We continue to invest in equipment, facilities, staff, and training to continue to meet the expectations of the citizens we are all charged to serve and protect. Kauff's equipment is available for dispatch twenty-four hours a day, seven days a week (24/7). This includes light and medium-duty flatbeds, light, medium and heavy-duty wreckers, a full fleet of specialized transportation equipment which includes slide axle trailers, flatbed trailers, step deck trailers, lowboys and dry vans, skid steer with smooth bucket, grapple bucket, hydraulic street sweeper, forks and winch box, a Critical-Incident-Response truck and trailer with airbags, and an all-terrain forklift for yard and incident management. All these vehicles meet the requirements requested by your RFP No. 25-015. Kauff's equipment is professionally maintained to factory specifications by our ASE certified technicians, and all equipment is updated as needed to meet contractual requirements. Kauff's of Palm Beach Inc, has full ownership of all equipment listed within this RFP. Kauff's of Palm Beach Inc., independently and combined, has access to 400 light duty and medium duty wreckers, and 100 heavy duty wreckers which includes 25-ton to 50-ton fixed boom and rotators ranging from 50-ton to 100-ton. Most recently, Kauff's acquired the first and only 100-ton Heavy Duty Rotator in the State of Florida. Each of these wreckers are operated by well-trained and qualified Recovery Operators. This fleet allows us to provide immediate services to multiple events within our area and allow coverage for unexpected circumstances. With 55 years of providing service to the motoring public in the State of Florida, Kauff's of Palm Beach, Inc. continuously strives to meet the expectations of all parties we serve. Our understanding of this RFP is to provide towing and storage services in a safe and efficient manner with qualified personnel and adequate equipment to maintain safe and clear roadways, provide unparalleled care, custody, and control of vehicles on behalf of all municipal agencies and the motoring public as a whole. This need is not based solely on the convenience of the transiting public, but rather for the safety of the traffic impacted by any road blockages, and the financial impact of the surrounding communities. When an emergency arises, the City's call will be answered 24/7 by a trained dispatcher. At that time, the call is entered into our towing software that records the time date and location of the incident, similar to the CAD System utilized by the Police Department. The call will then be dispatched to the closest operator to meet and exceed the ETA required in this RFP. Once the operator has arrived, with the appropriate equipment, they will perform all required clean up and secure the vehicle for transport. The vehicle will then be transported to the storage facility located at 4010 Thor Drive Boynton Beach, Fl 33426. Our secured fenced in compound has 24 hour a day video surveillance to monitor the entire facility. When the customer arrives to retrieve their vehicle or belongings they will enter our lobby to our vehicle release window, they will then present the documents required in State Statue 713.78 and they will have access to their vehicle. Our operators are prepared to quickly and safely clear vehicles and debris from roadways, with the aim of minimizing traffic disruption while ensuring safety and compliance with regulatory standards. Our fleet is equipped with brooms, oil dry, and buckets to sweep and pick up the debris from an accident scene. We also have a Maintenance of Traffic vehicle that is equipped with chains, snatch blocks, air cushions, bolt cutters, brooms, shovels, hydraulic jacks, and traffic cones just to name a few items. Our fleet also has a skid steer with grapple, bucket, and sweeper attachments. Upon arrival of an incident our operators will first check in with the officer on scene to verify that there is no Hold for THI investigation. We will then load the vehicle or vehicles, apply absorbent as needed to contain any spilled fluids from the vehicles, collect and contain all contaminated absorbents, and finally clean up and collect any vehicle parts, glass and debris. Our primary objective is to clear the site safely and efficiently to ensure that the roads will be clear and free from any hazards. At every incident our operators take photos before the units are loaded, once the vehicles are loaded, and at the drop off location. At Kauff's we provide prompt, empathetic, and professional service to our municipalities and customers.
Describe your ability to have available staff 24/7 to adhere to the requirements of the contract or if you will need to hire additional staff in the event that you are awarded the contract.	Kauff's of Palm Beach, Inc. has over 35 operators and 10 dispatchers that are on 2 shifts. All of our employees are trained and readily available to service the City of Boynton Beach.

Describe your communication systems and ability to adhere to the minimum qualification requirements of 24/7 telephone number answered by an individual employed by the Contractor and have two-way radio communication from Contractors base station to their service trucks.	Kauff's dispatch center is manned 24-7 by our own staff, we do not use any answering service or call centers or mobile services for our call answering or dispatching. Each of Kauff's operators are equipped with a company cell phone and tablet. We utilize the tablet for dispatching purposes to provide our operators with the information for the calls they are dispatched to. In the event that a hurricane or other natural disaster should strike the City we can install our mobile Starlink Satellite System to restore full internet service communications as well as satellite phones to our terminal quickly being powered by our standby generator running our facility in the event of any loss of power. Having these systems in place allows for us to be prepared for any emergency at a moment's notice.
Detail phone number to be used for 24/7 service / dispatch.	Our 24/7 phone number is 561-844-5283.

References

Provide a list of three (3) Florida public agencies references for similar towing and storage services for which the Proposer has completed or are in progress within the last ten (10) years with the following information: 1) Name of Agency, 2) Name of Project, 3) Address and 4) Contact Name, Email Address, and Telephone Number.

The City is interested in learning of other firms' or government agencies' experiences with your firm; as such, **please do not list the City of Boynton as a reference.**

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Name of Agency	RIVIERA BEACH POLICE DEPARTMENT	PALM BEACH POLICE DEPARTMENT	WEST PALM BEACH POLICE DEPARTMENT
Name of Contract/Project	TOWING AND STORAGE SERVICES	TOWING AND STORAGE SERVICES	TOWING AND STORAGE SERVICES
Contract/Project Dates	2000 - CURRENT	1980 - CURRENT	1980 - CURRENT
Address	600 W BLUE HERON BLVD RIVIERA BEACH, FL 33404	345 S COUNTY ROAD PALM BEACH, FL 33480	600 BANYAN BLVD WEST PALM BEACH, FL 33401
Name of Contact	CHIEF MICHAEL MADDEN	CHIEF NICHOLAS CARISTO	THI INVESTIGATION DANIEL DILLARD
Email Address	MMADDEN@RBPUBLICSAFETY.ORG	DWILKINSON@PALMBEACHPOLICE.COM	DDILLARD@WPB.ORG
Telephone Number	561-845-4123	561-838-5454	561-906-2249

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.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. If not applicable or if no-subconsultants will be used in the performance of this Work, write "Not-Applicable" or "NONE" across the form.

Line Item	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1	Not-Applicable	Not-Applicable	Not-Applicable	Not-Applicable	Not-Applicable
2	Not-Applicable	Not-Applicable	Not-Applicable	Not-Applicable	Not-Applicable
3	Not-Applicable	Not-Applicable	Not-Applicable	Not-Applicable	Not-Applicable
4	Not-Applicable	Not-Applicable	Not-Applicable	Not-Applicable	Not-Applicable

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.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- Proposer's Qualification Statement, and W-9 - Proposer's Qualification Statement, and W-9.zip - Friday December 06, 2024 11:18:20
- Anti-Kickback Affidavit - ANTI-KICKBACK AFFIDAVIT.pdf - Friday December 06, 2024 11:18:38
- Non-Collusion Affidavit of Proposer - NON-COLLUSION AFFIDAVIT.pdf - Friday December 06, 2024 11:18:55
- Certification Pursuant to Florida Statute § 287.135 - CERTIFICATION PURSUANT TO FLORIDA STATUTE 287.135.pdf - Friday December 06, 2024 11:19:18
- Florida Professional Licenses, including evidence of required licenses and business permits, Operating Permits - Florida Professional Licenses, including evidence of required licenses and business permits, Operating Permits.zip - Friday December 06, 2024 11:19:34
- E-Verify Form Under Section § 448.095 Florida Statutes - E-VERIFY FORM UNDER SECTION 448.095.pdf - Friday December 06, 2024 11:19:44
- Affidavit of Compliance with Foreign Entity Laws & Affidavit of Compliance with Anti-Human Trafficking Laws - Affidavit of Compliance with Foreign Entity Laws & Affidavit of Compliance with Anti-Human Trafficking Laws.zip - Friday December 06, 2024 11:20:04
- Equipment Requirements & Storage Requirements - Equipment Requirements & Storage Requirements.zip - Friday December 06, 2024 11:20:14
- Technical Proposal - Item E - Record Keeping and Reporting Samples - Technical Proposal - Item E - Record Keeping and Reporting Samples.zip - Friday December 06, 2024 11:25:56
- Proof of Ownership or Lease Agreement - 4010 THOR DRIVE LEASE.pdf - Friday December 06, 2024 11:27:40
- Additional Document - Upload Additional Document.zip - Friday December 06, 2024 12:49:06

SPECIAL TERMS AND CONDITIONS

BACKGROUND:

The City of Boynton Beach serves an area of approximately 16.5 square miles with a population of approximately 80,000. The City provides services to its citizens in many areas, such as law enforcement, emergency medical services, fire control, water and sewer, library services, refuse collection, a municipal golf course, and various park sites and recreational services. The City was incorporated in 1920 and has operated under a Commission-Manager form of government (the City employs some 844 full-time and 41 part-time employees; it had total assets of almost $589 million and revenues of over $232 million for the fiscal year that ended September 30, 2023.

PURPOSE:

The City of Boynton Beach is seeking proposals from qualified firms with substantial experience and capabilities to provide towing, storage, and disposal of abandoned, unregistered, and junked vehicles, trailers, and boats at the request of the City Police Department, Code Enforcement Department, Parks & Recreation Department, or other City Department(s) as may be designated by the City from time to time.

Pursuant to Florida Statute Section 715.07, any vehicle or vessel towed or removed from the City of Boynton Beach must be stored at a site within ten (10) mile radius of the point of removal. The City intends to contract only with qualified firms with storage sites located within Palm Beach County and within ten (10) miles of the City police jurisdiction. Other due to statutory and jurisdictional restrictions.

Palm Beach County Towing Rates:

See Exhibit A for current Palm Beach County Maximum Non-Consent Towing & Immobilization Rates that are applicable to this RFP and awarded Contractor. The City and awarded Contractor shall remain consistent with the Palm Beach County Towing Rates, which may be amended from time to time.

Firms to be considered for this Request for Proposal must have a base of operation and auto storage facility located within the City's Police Jurisdiction and must provide proof of ownership or lease agreement for the storage facilities with the proposal response. The storage facility and base of operation must be in Palm Beach County.

Disposal of vehicles shall be in accordance with all applicable Environmental, Federal, State, and local laws, regulations, statutes, and ordinances. Storage of vehicles shall be in accordance with all Department of Motor Vehicles rules and regulations, as outlined in the Florida Statutes, regarding storage or impound of vehicles and/or abandoned vehicles on any street, highway, public or private property.

Contractor has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, and grade of service required.

Contractor proposes to deliver the service in accordance with the specifications for "TOWING AND STORAGE SERVICES"

Palm Beach County Towing Rates:

See Exhibit "C" for the current Palm Beach County Maximum Non-Consent Towing and Immobilization Rates that are applicable to this RFP and awarded Contractor. The City and awarded Contractor shall remain consistent with the Palm Beach County Towing Rates, which may be amended from time-to-time.

ELIGIBILITY REQUIREMENTS / QUALIFICATIONS:

Proposals will be considered from qualified firms or individuals whose experience includes successful work on similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

Contractor shall meet or exceed the requirements identified herein in order to be considered for evaluation by the City of Boynton Beach. Failure to meet any of the requirements will result in the RFP response being considered non-responsive and will not be considered.

Contractor must be regularly engaged in the towing business and shall have operated under the name used for this proposal for a minimum of three (3) years and shall have obtained an operating permit from Palm Beach County for a minimum of one year. One-year time frame shall be calculated from RFP closing date. Business interests in automotive/truck repairs, paint and body, salvage, junkyard, or recycling business must be disclosed.

Contractor is responsible for meeting the minimum eligibility requirements during the entire term of the contract. Failure to maintain minimum eligibility requirements constitutes material default under the terms of the agreement and will, at the option of the City result in termination of the agreement.

Contractor shall operate and maintain a business office within the City and possess an appropriate Business Tax License.

Contractor shall not be delinquent in any amounts due to the City, including money owed to the City from previous franchise agreements.

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services, and construction, as more specifically set out and in accordance with the solicitation, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures, or arrangements with any other company, firm, or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the solicitation which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Bond accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the solicitation.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant 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 this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal 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 submittals 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.

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.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, 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 5 days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - SEAN LOSCALZO, VICE PRESIDENT, KAUFF'S OF PALM BEACH, 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
Addendum NO. 2 - Towing and Storage Services Wed December 4 2024 09:08 AM	☑	3
Addendum No. 1 - Towing and Storage Services Tue November 26 2024 09:10 AM	☑	68

ANTI-KICKBACK AFFIDAVIT

TOWING AND STORAGE SERVICES

RFP No. PD25-015

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, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: Sean Loscalzo
NAME - SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 4TH day of DECEMBER, 2024, by SEAN LOSCALZO, who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this 4TH day of DECEMBER, 2024

Printed Information:

SEAN LOSCALZO
NAME

VICE PRESIDENT
TITLE

Lindsey Burns
NOTARY PUBLIC, State of Florida
at Large

LINDSEY BURNS
MY COMMISSION # HH 538027
EXPIRES: June 12, 2028

"OFFICIAL NOTARY SEAL" STAMP

KAUFF'S OF PALM BEACH, INC.
COMPANY

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

TOWING AND STORAGE SERVICES

RFP No. PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

State of FLORIDA)

:

County of PALM BEACH)

SEAN LOSCALZO, being first duly sworn, deposes and says that:

1) He/She is VICE PRESIDENT (Title) of KAUFF'S OF PALM BEACH, INC. (Name of Corporation or Integrator), the proposer that has submitted the attached RFQ, RFP, or 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) Said RFQ, RFP, or BID is genuine and is not a collusive or sham RFQ, RFP, or BID;

4) Further, the said proposer 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 proposer, integrator or person to submit a collusive or sham RFQ, RFP, or BID in connection with the Contract for which the attached RFQ, RFP, or 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 proposer, integrator or person to fix the price or prices in the attached RFQ, RFP, or BID or of any other proposer, or to fix any overhead, profit or cost element of the RFQ, RFP, or BID price or the RFQ, RFP, or BID price of any 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 proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) VENDOR 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 VENDOR'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 VENDOR, or if they otherwise stand to personally gain if the contract is awarded to this VENDOR.

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

TOWING AND STORAGE SERVICES

RFP No. PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

I, SEAN LOSCALZO, VICE PRESIDENT, on behalf of KAUFF'S OF PALM BEACH, INC. certify

Print Name and Title — Company Name

that KAUFF'S OF PALM BEACH, 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 Consultant of the City's determination concerning the false certification. The Consultant 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 Consultant 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 s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant 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

Florida Professional Licenses, Including Evidence of Required Licenses and Business Permits, Operating Permits

PALM BEACH COUNTY TOWING OPERATING PERMIT



Issue Date: October 13, 2023

Expiration Date: December 31, 2024

2024

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
CONSUMER AFFAIRS DIVISION
50 South Military Trail, #201
West Palm Beach, FL 33415
(561) 712-6600 (Main Office)
Boca/Delray and Glades Toll Free 1-(888) 852-7362
FAX (561) 712-6610
Website: www.pbcgov.com/consumer

Towing Business Operating Permit-
formerly 2010-001
PBC#TP83

Issued to:
Kauff's Of Palm Beach, Inc.
d/b/a: Kauff's Transportation Systems
4701 East Ave
West Palm Beach, FL 33407
Francis Russell, President

Kauff's Of Palm Beach, Inc.
is hereby issued a Towing Operating Permit in Palm Beach County, Florida, in accordance with Palm Beach County Towing Ordinance 2010-001.

This permit is not transferable and may be suspended or revoked as provided by law.

Director, Consumer Affairs Division

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TOWING AND STORAGE SERVICES

RFP No. PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **TOWING AND STORAGE SERVICES**

Solicitation No.: **PD25-015**

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 contractor 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.

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

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: KAUFF'S OF PALM BEACH, INC.
Authorized Signature: Sean Loscalzo
Print Name: SEAN LOSCALZO
Title VICE PRESIDENT
Date: DECEMBER 4, 2024
Phone: 561-844-5283

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 4TH day of DECEMBER, 2024, by SEAN LOSCALZO on behalf of KAUFF'S OF PALM BEACH, INC. He/she is personally known to me or has produced _____ as identification.

Lindsey Burns
NOTARY PUBLIC

Lindsey Burns
(Name of Notary Typed, Printed or Stamped)

NOTARY PUBLIC STATE OF FLORIDA
LINDSEY BURNS
MY COMMISSION # HH 538027
EXPIRES: June 12, 2028

Admin Assistant
Title or Rank

HH 538027
Serial number, if any

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CITY OF BOYNTON BEACH BUSINESS TAX RECEIPT
4010 THOR DRIVE

City of Boynton Beach
Development Services
100 E. Ocean Ave.
Boynton Beach, FL 33435-0190

**SINGLE-PIECE 1 SGL 147594BA11-A-1
93 1 SP 0.690

KAUFFS OF PALM BEACH INC.
4701 EAST AVENUE
WEST PALM BEACH FL 33407-2405

Dear Boynton Beach Business and Property Owners:

We appreciate your continued participation in supporting the economic growth and viability of our City by maintaining your Certificate of Use and Occupancy & Local Business Tax.

In accordance with Chapter 13 of the City of Boynton Beach Municipal Ordinance, the document(s) below must be posted in a conspicuous place at your business or property. Should assistance be needed please contact the Development Services Division at (561)742-6000 or visit our website at www.boynton-beach.org.

DETACH THE DOCUMENT BELOW AND POST CONSPICUOUSLY AT YOUR PLACE OF BUSINESS

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2025

Business Control Number: 0039077
Date Issued: 09/11/24
Business Name: Kauffs Of Palm Beach Inc.
Business Location: 4010 Thor Dr

Any changes in name, address, suite, ownership, nature of business, etc. will require a new application.

COU/BTR Number	Classification Code	Classification	Additional Information
25-00058961	488410	WRECKER/TOWING SERVICE	TOWING AND STORAGE

LSB071624PT16250 - 147594BA11.A.1.93.1.1.0.690 - www.dataprose.com

City of Boynton Beach
100 E. Ocean Ave. • Boynton Beach, FL 33435-0190

City of Boynton Beach
Development Services
100 E. Ocean Ave.
Boynton Beach, FL 33435-0190

**SINGLE-PIECE 1 SGL 147594BA11-A-1
94 1 SP 0.690

KAUFFS OF PALM BEACH INC.
4701 EAST AVENUE
WEST PALM BEACH FL 33407-2405

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Expires on September 30, 2025

Business Control Number: 0039077
Date Issued: 09/11/24

Business Name: Kauffs Of Palm Beach Inc.
Business Location: 4010 Thor Dr

Any changes in name, address, suite, ownership, nature of business, etc. will require a new application.

COU/BTR Number	Classification Code	Classification	Additional Information
25-00058962	493120	WAREHOUSE/COLD STOR PER SQ FT	STORAGE

LSBI071624PT16250 - 147594BA11-A-1.94.1.1.0.690 - www.dataprose.com

City of Boynton Beach
100 E. Ocean Ave. • Boynton Beach, FL 33435-0190

City of Boynton Beach
Development Services
100 E. Ocean Ave.
Boynton Beach, FL 33435-0190

**SINGLE-PIECE 1 SGL 147594BA11-A-1
95 1 SP 0.690

KAUFFS OF PALM BEACH INC.
4701 EAST AVENUE
WEST PALM BEACH FL 33407-2405

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↓ DETACH THE DOCUMENT BELOW AND POST CONSPICUOUSLY AT YOUR PLACE OF BUSINESS ↓

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2025

Business Control Number: 0039077
Date Issued: 09/11/24
Business Name: Kauffs Of Palm Beach Inc.
Business Location: 4010 Thor Dr

Any changes in name, address, suite, ownership, nature of business, etc. will require a new application.

COU/BTR Number	Classification Code	Classification	Additional Information
25-00058963	CU2	CERT OF USE & OCC COMM	

City of Boynton Beach
100 E. Ocean Ave. • Boynton Beach, FL 33435-0190

LSB071624PT16250 - 147594BA11.A.1.95.1.1.0.690 - www.dataprose.com

PALM BEACH COUNTY BUSINESS TAX RECEIPT
4010 THOR DRIVE

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
4010 THOR DR
BOYNTON BEACH, FL 33426

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
STORAGE	KAUFF'S OF PALM BEACH INC		B24.681064 09/06/2024	$33.00	B40185223

This document is valid only when receipted by the Tax Collector's Office.

KAUFFS OF PALM BEACH INC
KAUFFS TRANSPORTATION SYSTEMS
4701 EAST AVE
WEST PALM BEACH FL 33407

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2023159049
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
4010 THOR DR
BOYNTON BEACH, FL 33426

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
TOWING SERVICE	KAUFF'S OF PALM BEACH INC		B24.681065 09/06/2024	$33.00	B40185220

This document is valid only when receipted by the Tax Collector's Office.

KAUFFS OF PALM BEACH INC
KAUFFS TRANSPORTATION SYSTEMS
4701 EAST AVE
WEST PALM BEACH FL 33407

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2023159052
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

PALM BEACH COUNTY BUSINESS TAX RECEIPT
4701 EAST AVENUE

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
4701 EAST AVE
WEST PALM BEACH, FL 33407

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
TOWING SERVICE	KAUFFS OF PALM BEACH INC		B24.680716 09/06/2024	$189.00	B40121135

This document is valid only when receipted by the Tax Collector's Office.

KAUFFS OF PALM BEACH INC
KAUFFS TRANSPORTATION SYSTEMS
4701 EAST AVE
WEST PALM BEACH FL 33407

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200904555
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

LOCATED AT
4701 EAST AVE
WEST PALM BEACH, FL 33407

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
STORAGE	KAUFFS OF PALM BEACH INC		B24.680909 09/06/2024	$132.00	B40160857

This document is valid only when receipted by the Tax Collector's Office.

KAUFFS OF PALM BEACH INC
KAUFFS TRANSPORTATION SYSTEMS
4701 EAST AVE
WEST PALM BEACH FL 33407

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020122547
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

SUNBIZ
KAUFF'S OF PALM BEACH, INC.

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
KAUFFS OF PALM BEACH, INC.

Filing Information

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State	FL
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Last Event	NAME CHANGE AMENDMENT
Event Date Filed	09/29/1989
Event Effective Date	NONE

Principal Address

4701 EAST AVENUE
WEST PALM BEACH, FL 33407

Changed: 04/29/2008

Mailing Address

4701 EAST AVENUE
WEST PALM BEACH, FL 33407

Changed: 04/29/2008

Registered Agent Name & Address

CAPITOL CORPORATE SERVICES, INC.
515 E PARK AVE, 2BD FL
TALLAHASSEE, FL 32301

Name Changed: 01/13/2020

Address Changed: 01/13/2020

Officer/Director Detail

Name & Address

Title President

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TOWING AND STORAGE SERVICES

RFP No. PD25-015

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: DECEMBER 4, 2024

Signed: Sean Loscalzo

Entity: KAUFF'S OF PALM BEACH, INC.

Name: SEAN LOSCALZO

Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 4TH day of DECEMBER, 2024, by SEAN LOSCALZO, as VICE PRESIDENT for KAUFF'S OF PALM BEACH, INC., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Lindsey Burns

Print Name: Lindsey Burns

State of Florida at Large (Seal)

LINDSEY BURNS
MY COMMISSION # HH 538027
EXPIRES: June 12, 2028

My commission expires: 6/12/2028

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS

TOWING AND STORAGE SERVICES

RFP No. PD25-015

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: DECEMBER 4, 2024

Signed: Sean Loscalzo

Entity: KAUFF'S OF PALM BEACH, INC.

Name: SEAN LOSCALZO

Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 4TH day of DECEMBER, 2024, by SEAN LOSCALZO, as VICE PRESIDENT for KAUFF'S OF PALM BEACH, INC., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Lindsey Burns

State of Florida at Large (Seal)

LINDSEY BURNS
MY COMMISSION # HH 538027
EXPIRES: June 12, 2028

Print Name: LINDSEY BURNS

My commission expires: 6/12/2028

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

EQUIPMENT REQUIREMENTS

CLASS A
WHEEL LIFT



VEHICLE TYPE	DESCRIPTION	VIN#	MAKE / MODEL	YEAR	DATE LAST INSPECTED BY PBC	PBC DECAL#
CLASS A	WHEEL LIFT	3C7WRMBLXPG594166	Dodge	2023	10/29/2024	25-129
CLASS A	WHEEL LIFT	3C7WRKAL4LG121928	Dodge	2020	10/29/2024	25-144

STORAGE REQUIREMENTS

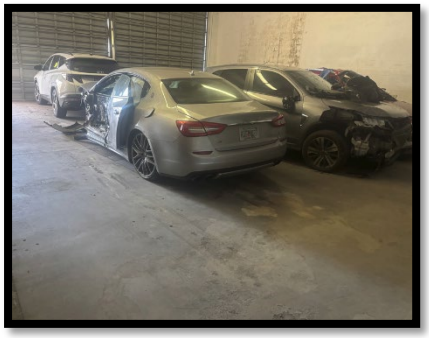
Our storage and office facility located at 4010 Thor Drive Boynton Beach, FL can accommodate over 125 vehicles outside and 20 vehicles inside for On-Hold Police Investigation vehicles. This storage facility also includes an automobile lift station for the use of police department THI or criminal investigations. The outside storage area is paved and properly drained. Our facility also includes a customer reception waiting area and public restrooms which are ADA compliant.





Our impound facility is located in a 21,000 square foot building. Our inside office space is 600 square feet with 20,000 square feet of inside storage. The outside storage area is 1.59 acres of paved ground secured by chain link fencing. The inside storage area has a concrete floor.

Within our Vehicle On-Hold Area, (inside storage), are limited access secure areas for law enforcement to be able to investigate vehicles that have been put on HOLD with access to automobile lift stations inside this HOLD building.



DATE OF TOW	CASE NUMBER	REASON	VIN#
11/1/2024 4:46 AM	24-5710	Impound	1FAHP3FN6BW132978
11/1/2024 2:59 PM	24-5694	Accident	WAUAUDGY7RA039135
11/3/2024 1:47 AM	24-5703	Accident	5XYP64HC8LG009000
11/3/2024 11:44 PM	24-5706	Accident	JN1CV6AP0AM405107
11/9/2024 11:40 AM	24-5954	Accident	3N1BC13E88L456813
11/9/2024 10:48 PM	24-6012	Accident	2T1BU4EE2BC551550
11/10/2024 12:21 AM	24-6062	Accident	1HGCV2F33KA004490
11/10/2024 5:48 AM	24-6102	Impound	KMTG34SC5SU150624
11/10/2024 2:08 PM	24-6128	Accident	WVGAV7AX9JK000137
11/11/2024 12:03 AM	24-6154	Disabled Vehicle	1G1ZD5ST5SF108252
11/11/2024 3:03 AM	24-6167	Impound	JM3KE2DYXF0441561
11/11/2024 3:05 AM	24-6169	Impound	4T1BF1FK4EU801015
11/11/2024 12:18 PM	24-6178	Arrest	1HD1LP313LB434414
11/11/2024 1:12 PM	24-6180	Impound	5NPE24AF5GH408937
11/11/2024 2:38 PM	24-6059	Accident	5NPLL4AG8PH100996
11/11/2024 4:18 PM	24-6185	Accident	JN1EV7APXLM201528
11/11/2024 6:51 PM	24-6194	Accident	JNKBV61E57M708155
11/12/2024 11:11 AM	24-6197	Impound	KMHCT4AE6CU116950
11/12/2024 9:02 PM	24-6210	Impound	2FZHAZCV37AY30260
11/13/2024 8:47 PM	24-6230	Accident	1FAHP36NX5W211249
11/13/2024 8:50 PM	24-6231	Accident	1NXBR12E6XZ230119
11/18/2024 10:57 AM	24-6219	Accident	2T1BURHE5HC819833
11/19/2024 10:07 AM	24-6201	Impound	1G4GA5G3XFF218182
11/19/2024 12:49 PM	24-6244	Stolen/Recovery	WAUPNAF54JA072126

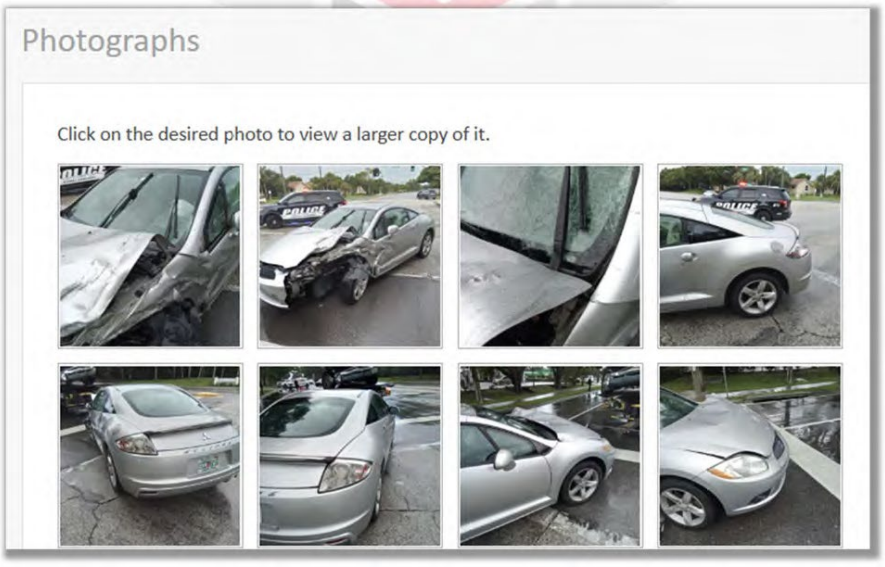
Technical Proposal – Item E – Record Keeping and Reporting Samples

Kauff's of Palm Beach, Inc. utilizes Towbook as their dispatch and billing software. Towbook is the premier towing dispatch, inventory, and reporting software in our industry today. Within this program we are able to pull the monthly reports that The City of Boynton Beach is requesting.

The Towing Activity Report will include date of tow, BBPD case number, type of tow, VIN number, year, make, model, tag#, vehicle released by class, and administrative fees collected.

Once a vehicle has been paid for by the owner, insurance company or owner's representative they will be provided with a paid receipt.

Once a call is entered into the system by our dispatch staff, our driver receives the dispatched call through their personal company tablet. Each call that is entered into the enterprise software system is designated a specific call number. That number is assigned to that job and is able to be searched in our system along with many other searchable fields. Upon the arrival of the incident our operator takes photos of the vehicle at the incident scene and then again at the time of drop-off either at our secure storage facility or the customer's designated address. These photos are stored in our towing software and are attached to each invoice for proof of the condition of the vehicle both before and after towing. These pictures would be available to the City of Boynton Beach upon request. Upon the arrival at our secure storage facility one of our impound staff members checks in the vehicle. At this time, the staff member ensures that the vehicle's VIN numbers are verified against the photographs taken by the operator. There will be additional photos taken of the vehicle if necessary. A paper file is then created, mirroring the electronic file, to ensure comprehensive and accurate documentation.



COMMERCIAL LEASE

This Lease Agreement (this "Lease") is dated as of April 01, 2023, by and between Dealers Pro Choice of Delray Beach, LLC ("Landlord"), and Kauff's of Palm Beach Inc ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant Wearhouse, Storage lot and Office Building (the "Premises") located at 4010 Thor Dr., Boynton Beach, FL 33462.

TERM. The lease term will begin on April 01, 2023 and will terminate on April 01, 2028.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly installments of $9,500.00, payable in advance on the first day of each month. Lease payments shall be made to the Landlord at _____, _____, _____ _____. The payment address may be changed from time to time by the Landlord.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease, and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Tenant shall remove its goods and effects and peaceably yield up the Premises to Landlord in as good a condition as when delivered to Tenant, ordinary wear and tear excepted.

USE OF PREMISES. Tenant may use the Premises only for Towing and Storage The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

EXCLUSIVITY. Landlord shall not directly or indirectly, through any employee, agent, or otherwise, lease any space within the property (except the Premises herein described), or permit the use or occupancy of any such space whose primary business activity is in, or may result in, competition with the Tenants primary business activity. The Landlord hereby gives the Tenant the exclusive right to conduct their primary business activity on the property.

PARKING. Tenant shall be entitled to use 0 parking space(s) for the parking of the Tenant's customers' /guests' motor vehicle(s).

STORAGE. Tenant shall be entitled to store items of personal property in In Storage Yard and Wearhouse during the term of this Lease. Landlord shall not be liable for loss of, or damage to, such stored items.

PROPERTY INSURANCE. Landlord and Tenant shall each maintain appropriate insurance for their respective interests in the Premises and property located on the Premises. Landlord shall be named as an additional insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force issued by companies reasonably satisfactory to Landlord. Landlord shall receive advance written notice from the insurer prior to any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises. Tenant is responsible for maintaining casualty insurance on its own property.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of Two(2) Five (5) year option. per renewal term, unless either party gives written notice of termination no later than sixty days

KAUFF'S OF PALM BEACH, INC.
HURRICANE PLAN



At Kauff's we thoroughly grasp the need for our business to have a Hurricane Plan in place in the event of a hurricane striking The City of Boynton Beach to be successful in keeping traffic moving and residence safe under these severe emergency conditions. We have a hurricane plan in place that includes first shift duty hours pre-set, employee home preparation assistance, employee fuel assistance, on-site fuel tanks, emergency fuel assistance agreement with Florida Turnpike Services, steel fuel cans, and on-site generators along with our fleet of off road and highway equipment, including skid steer loaders, front end loaders and roll-off containers.



Kauff's is a subsidiary of Guardian Fleet Services, the largest towing, storage and recovery service company today in the Country. Should a hurricane threaten the City of Boynton Beach along with our own fleet and Incident Management equipment we can tap into our fleet of over 500 pieces of equipment. This equipment includes towing and heavy transport equipment, storage, heavy duty recovery units, road clearing equipment, skid loaders, roll-off containers and emergency disaster response. At Kauff's our team has been through many hurricanes since 1965, and we stand ready to respond to the City of Boynton Beach during any future storms.

Kauff's of Palm Beach, Inc. has a 50 KW generator on site that is available for use if a hurricane knocks out our power or any issues that would cause an outage.





In the event of a hurricane or natural disaster we can install our mobile Starlink Satellite System to restore full internet service communications as well as satellite phones to our terminals in 3 hours or less. Having both of these systems in place allows for us to be ready for anything that might happen at moment's notice.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2024

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 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
Kapnick Insurance Group
333 Industrail Drive
Adrian MI 49221-7801

CONTACT NAME: Misty Riley
PHONE (A/C, No, Ext): 517-266-6543 **FAX (A/C, No):** 517-263-6658
E-MAIL ADDRESS: misty.riley@kapnick.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Interstate	32620
INSURER B : Vanliner Insurance Company	21172
INSURER C : Oxford Insurance Company NC LLC	16817
INSURER D :	
INSURER E :	
INSURER F :	

INSURED KAUFINC-01
Kauffs of Palm Beach Inc.
4701 East Ave
West Palm Beach FL 33407

COVERAGES **CERTIFICATE NUMBER:** 1946126144 **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:	Y		GFA4430001-04	5/6/2024	5/6/2025	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 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS [X] NON-OWNED AUTOS	Y		GFA4430001-04	5/6/2024	5/6/2025	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 $	Y		605-24-NC	5/6/2024	5/6/2025	EACH OCCURRENCE AGGREGATE 	$ 3,000,000 $ 10,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below		Y	GFW4430001-04	5/6/2024	5/6/2025	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
A A A	Cargo/ On Hook Garagekeepers Leased/Rented/Borrowed Equipment			GFC4430001-04 GFA4430001-04 LJI0000088-04	5/6/2024 5/6/2024 5/6/2024	5/6/2025 5/6/2025 5/6/2025	Per Truck Limit See Notes Limit	See Schedule 350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cargo & On-Hook Deductible: See Attached

Garagekeepers' Limits:

4701 East Ave. West Palm Beach, FL 33407- $600,000
516 Commerce Way Jupiter, FL 33458- $250,000
4010 Thor Drive Boynton Beach, FL 33426- $500,000
See Attached...

CERTIFICATE HOLDER

The City of Boynton Beach
100 E. Ocean Avenue
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
James D Kapnick

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Driver Safety Manual

KAUFF'S OF PALM BEACH, INC.
PROFESSIONAL MEMBERSHIPS

Kauff's of Palm Beach, Inc. is involved in the Sunshine State Towing Association, Professional Wrecker Operators of Florida, Florida Trucking Association, Towing Recovery Association of America, International Towing and Recovery Hall of Fame Museum, Palm Beach County League of Cities, Specialized Carrier Rigging Association, and Florida Transportation Builders' Association, Inc.

















KAUFF'S OF PALM BEACH, INC.
PROFESSIONAL RECOGNITION / AWARDS RECEIVED

Kauff's of Palm Beach, Inc. has had many recognition awards received over the last 55 years. Most recently, we have received the West Palm Beach Business Hall of Fame Best of 2023 & 2024, Best of Business 2024 by Business Rate, Palm Beach Gardens Fire Department Appreciation Award, Specialized Carriers & Rigging Association Transportation Safety Award 2024, Specialized Carriers & Rigging Association Transportation Zero Accident Award 2024, Safety Council Award of Excellence for Vehicle Safety 2024, 2022 American Towman Ace Award, 2023 Encore Ace Award, and we were a National Recepient of the OSHA Safety Award.





Resumes for Key Project Members

Kauff's has a management and administrative staff with over two hundred years of experience within the industry combined. Francis Geoffrey Russell, Sean Loscalzo, Thomas Tedford, and William Hunter are part of our Management Team. Natalie Hunter and Lindsey Burns are part of our Administrative Staff. Kauff's of Palm Beach, Inc. has over 35 operators that operate our fleet of A, B, C, D and Rotators.

Francis "Geoff" Russell the CEO of Guardian Fleet Services, Inc., Founding Member, and Past President of the Sunshine State Towing Association (SSTA) has owned and managed Kauff's of Fort Pierce, Palm Beach and Miami for the past twenty-three years. Geoff is the Recipient of Tow Times Lifetime Achievement Award and was a past member on the board of directors for the International Towing and Recovery Hall of Fame Museum. Geoff has thirty-five years of experience with Miller Industries and its subsidiaries as President of Miller Industries Distributing, the retail sales division for Miller, VP of Operations for Road One, a national consolidator of Towing and Recovery Operators for 1996 through 2003 and VP of Operations for Century Wrecker Corporation. His experience as Plant Manager and relationship with many of the Nation's top equipment distributors, truck and component manufacturers allows for a unique perspective as to problems and solutions on all aspects of wrecker operations and ownership.

Sean Loscalzo, Vice President of Kauff's of Palm Beach, Inc., began with his enlistment in the United States Marine Corps in 1980, where he served with dedication until 1986. Demonstrating the discipline and commitment honed during his military service, Sean ventured into the towing industry in 1988 by founding A Superior Towing with just one truck. His leadership and expertise quickly garnered recognition. In the early 1990s, Sean took on roles as chairman and director for the Professional Wrecker Operators of Florida (PWOF), contributing significantly to the organization's mission and growth. In 2013, Sean was instrumental in establishing the Sunshine State Towing Association (SSTA), where he played a pivotal role as a founding member. His leadership prowess was soon acknowledged, and he served as Vice President and President of the SSTA, guiding the association through critical phases of development. Throughout his towing career, Sean has been nominated for and won numerous awards, including accolades from the Florida Department of Transportation (FDOT), the SSTA, multiple American Towman awards, and various community awards. These honors reflect his outstanding contributions and commitment to excellence in the towing industry. Furthering his impact on the towing industry, Sean joined forces with Guardian Fleet Services, Inc. (GFS) in 2021. Sean now plays a key role in the largest towing company in the United States, continuing his legacy of excellence and leadership in the field. Sean Loscalzo's career is a testament to his unwavering dedication, leadership, and vision in the towing industry, making him a respected and influential figure in his profession.

Thomas “Tom” Tedford has over forty years’ experience serving the towing industry at various levels of office. He presently serves as the Chief Operating Officer of Guardian Fleet Services the Nation and Florida’s Largest Heavy Duty & Specialized Transport Towing Company leading the teams in HR, IT, Sales, Safety, Operations, Lobbying & Legislation, purchasing, cost reduction, training and marketing. He has held numerous executive offices in both state and national trade organizations within the industry, including Towing and Recovery Professionals of Connecticut, Towing and Recovery Association of America, and Conference of Northeastern Towing Association. He has chaired and or participated on numerous industry committees regarding Finance, Heavy Duty Towing, Incident Management, Training Protocol, Disaster Response, FEMA, and many others. As a speaker and trainer Tom has given educational seminars to thousands of towing professionals across the country regarding billing practices, business presentation, rate structure and management. He serves as the Treasurer of the International Towing and Recovery Hall of Fame and Museum as a Board member in his Eighth term. In addition to serving on the Board, Tom also serves as the Finance Chairman for both the Wall of the Fallen and Survivor Fund Committee’s of the International Towing and Recovery Hall of Fame and Museum. In the past Tom served both the Towing and Recovery Professionals of Connecticut and the Towing Recovery Association of America as its Treasurer assisting and overseeing both entities return to sound financial controls and positive balance sheets.

William “Billy” Hunter, our Terminal Manager of Kauff’s of Palm Beach, Inc., with over thirty years of experience in his position managing the day-to-day operations. Billy is Traffic Incident Management (TIM), Sharp2, and Miller Ringleader certified. He also has his CCO and Ultra Heavy-Duty Certificate. Billy has worked for Kauff’s since the 90’s and has been hands-on with operations with various municipal and governmental agencies.

Natalie Hunter has her AS Degree in Criminal Justice, with over ten years of experience in her position of managing the day-to-day administrative operations for Kauff’s of Palm Beach, Inc. as the office manager. She has been hands on and overseen the administrative functions of the numerous municipal contracts held by Kauff’s of Palm Beach, Inc. Natalie has twenty years of experience with police impound management and quality customer relations.

Lindsey Burns has her bachelor’s degree in Business Management along with a bachelor’s degree in Transportation and Logistics. She has 15 years of experience in the towing and recovery industry and five years with Kauff’s of Palm Beach, Inc. Lindsey has completed TRAA Level 1 & 2, Traffic Incident Management (TIM) Sharp2 Training, and has many hands-on experiences in the towing industry. Lindsey is a Boynton Beach native being born and raised in the city. Along with assisting both Billy and Natalie in operations including dispatching, vehicle intake and vehicles on Hold for law enforcement, Lindsey is also part of the Sunshine State Towing Association events and training division.

Kauff's of Palm Beach, Inc along with our other terminals employ over 600 employees. Included in this section you will see a list of our key personnel with their resumes along with a list of our drivers, their qualifications and certifications who will be assigned to this contract.

With Kauff's of Palm Beach, Inc. and its management team having a total of over 200 years in the Towing, Recovery, Storage and Specialized Transportation Industry, we have the knowledge and experience to facilitate this RFP. Below you will find the specific personnel who will be assigned to this contract.

Sean Loscalzo, Vice President, will be the Project Manager for this RFP.
Ph (954) 703-2900 Fax: (561) 840-0922 Email: SLoscalzo@gfstow.com

William "Billy" Hunter, Terminal Manager, will be the primary contact for this RFP.
Ph (772) 828-9105 Fax: (561) 840-0922 Email: BHunter@kauffstowing.com

Natalie Hunter, Office Manager, will be administrative contact.
Ph (772) 224-1544 Fax (561) 840-0922 Email: NHunter@kauffstowing.com

Lindsey Burns, Administrative Assistant, will be assisting Billy and Natalie.
Ph (561) 722-2443 Fax (561) 840-0922 Email: LBurns@kauffstowing.com



FRANCIS GEOFFREY "GEOFF" RUSSELL
RESUME

CEO of Kauff's of Palm Beach, Inc.

Geoff has over 50 years of experience in the towing and recovery industry and 23 years with Kauff's of Palm Beach, Inc.

Qualifications:

- President of Kauff's of Palm Beach Inc.
- President of Manufacturing/Dealer in towing, recovery, and hydraulic mounted equipment
- President of Distribution Group for Miller Industries
- VP of Operations for RoadOne; a Nationwide Towing & Recovery company
- Past Director at Large for PWOF
- Past President of the SSTA
- Representing Member of FDOT District 4 TIM Team
- Past Member on the Board of Directors for the International Towing and Recovery Hall of Fame Museum
- National TIM Responder Training - SHRP 2 – Certificate
- Maintenance of Traffic for Incident Responders Course – Certificate
- Special Hazards Training Program - Certificate
- SSTA Ultra Heavy-Duty Recovery Specialist
- Miller Industries Rotator "Ring Leaders" Training - Certificate
- Recipient of Tow Times Lifetime Achievement Award

SEAN LOSCALZO
RESUME

Vice President of Kauff's of Palm Beach, Inc.

Sean has over 36 years of experience in the towing and recovery industry and 3 years with Kauff's of Palm Beach, Inc.

Qualifications:

- Veteran of the United States Marine Corp
- Vice President of Kauff's of Palm Beach, Inc.
- Past President of SSTA
- Past Vice President of SSTA
- Past Regional Director of PWOF
- TRAA Nationally Certified Master Tower Levels 1, 2, & 3
- SSTA Ultra Heavy-Duty Recovery Specialist
- Miller Industries Rotator "Ring Leaders" Training - Certificate
- Current Training Director of SSTA Light, Medium, Heavy and Ultra Heavy Duty
- FDOT SHRP2 Train the Trainer
- FDOT Traffic Incident Management (Sharp2) – Certificate
- OSHA 10hr Outreach Training for Construction Safety & Health
- ROVER LPG Operational & Emergency Training
- HazWoper Certified
- MOT Intermediate Work Zone Traffic Control
- Member of the Sunshine State Towing Association
- Member of the International Towing & Recovery Hall of Fame

SCOTTY CROCKETT
RESUME

Vice President of Kauff's of Palm Beach, Inc.

Scotty has over 20 years of experience in the towing and recovery industry and 8 years with Kauff's of Palm Beach, Inc.

Qualifications:

- FDOT Traffic Incident Management (TIM) Online Course – Certificate
- FDOT Traffic Incident Management (Sharp2) – Certificate
- Miller Industries Rotator "Ring Leaders" Training – Certificate
- Hazardous Materials Awareness – Certificate
- The Responder Safety Learning Network Courses – Certificate
- Member of the Sunshine State Towing Association
- Member of the International Towing & Recovery Hall of Fame

THOMAS "TOM" TEDFORD
RESUME

Chief Operations Officer of Guardian Fleet Services

Tom has over 40 years of experience in the towing and recovery industry and 5 years with Kauff's of Palm Beach, Inc.

Qualifications:

- COO of Guardian Fleet Services
- Executive VP of the National towing company United Road Towing for 17 years
- Treasurer of the International Towing & Recovery Hall of Fame and Museum
- Finance Chairman for the Wall of the Fallen and Survivor Fund
- International Towing & Recovery Hall of Fame Inductee in 2008
- Executive member of the International Towing & Recovery Hall of Fame
- Member of the Sunshine State Towing Association
- Past Treasurer of TRAA
- Past Treasurer of TRPC
- TRAA Nationally Certified Master Tower
- CT Businessman of the year 2007
- 2005 TRAA Presidential Award
- 2007 Ford Motor Company Lifetime Leadership Award for Industry Contributions
- 2007 American Towman "Towman of the Year"
- 2013 Inducted into the USAC Hall of Fame
- 2020 TRAO Top 40 Industry Leaders

WILLIAM "BILLY" HUNTER
RESUME

Terminal Manager for Kauff's of Palm Beach, Inc.

Billy has over 35 years of experience in the towing and recovery industry and 30 years with Kauff's of Palm Beach, Inc.

Qualifications:

- FDOT Traffic Incident Management (TIM) Online Course - Certificate
- FDOT Traffic Incident Management (Sharp2) - Certificate
- Miller Industries Rotator "Ring Leaders" Training - Certificate
- Hazardous Materials Awareness - Certificate
- The Responder Safety Learning Network Courses - Certificate
- Member of the Sunshine State Towing Association
- Member of the International Towing & Recovery Hall of Fame
- SSTA Light Duty Certified
- SSTA Ultra Heavy-Duty Recovery Specialist
- TRAA Nationally Certified Master Tower Levels 1, 2, & 3
- National Commission of Crane Operators - License
- Forklift certification for Train the Trainer

NATALIE HUNTER
RESUME

Office Manager for Kauff's of Palm Beach, Inc.

Natalie has 20 years of experience in the towing and recovery industry and 10 years with Kauff's of Palm Beach, Inc.

Qualifications:

- Bachelor of Criminal Justice Technology at Indian River State Collage
- Current Student at Phoenix University for Continuing Education
- OSHA Certified
- FDOT Traffic Incident Management (TIM) Online Course - Certificate
- FDOT Traffic Incident Management (Sharp2) – Certificate
- Maintenance of Traffic for Incident Responders Course – Certified
- Drug & Alcohol Reasonable Suspicion Training for Managers Certification
- Member of the Sunshine State Towing Association

LINDSEY BURNS
RESUME

Administrative Assistant for Kauff's of Palm Beach, Inc.

Lindsey has 15 years of experience in the towing and recovery industry and 5 years with Kauff's of Palm Beach, Inc.

Qualifications:

- Business Management Degree from the University of North Florida
- Transportation & Logistics Degree from the University of North Florida
- TRAA Level 1 – Light Duty Certified
- TRAA Level 2 – Medium Duty Certified
- FDOT Traffic Incident Management (Sharp2) – Certificate
- Maintenance of Traffic for Incident Responders Course – Certified
- FDOT Traffic Incident Management (TIM) Online Course – Certificate
- Events Committee of the Sunshine State Towing Association
- Training Committee of the Sunshine State Towing Association
- Member of the Sunshine State Towing Association
- Member of the International Towing and Recovery Hall of Fame

EXPERIENCE & QUALIFICATION OF STAFF

JOSHUA BURNS **Heavy Duty Operator**	SSTA Light Duty Certificate SSTA Medium-Heavy Duty Training SSTA Advanced Ultra Heavy Duty Training FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness Ashley Sling Qualified Rigger Prep Training Miller Industries "Ring Leader" Training TTSA Advanced Heavy Duty Training The Responder Safety Learning Network Courses	**License#: CDL** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	B652-433-91-306-0 FL 1842 8/26/1991 8/2/2021
JARRED STANTE **Heavy Duty Operator**	SSTA Light Duty Certificate SSTA Advanced Ultra Heavy Duty Training FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#: CDL** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	S353-463-74-134-0 FL 45 4/14/1974 3/21/2022

CHARLES SNYDER **Heavy Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#: CDL** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	S536-151-80-337-0 FL 477 9/17/1980 3/6/2023
FRANK CALL **Heavy Duty Operator**	SSTA Advanced Ultra Heavy Duty Training SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#: CDL** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	C400-261-89-055-0 FL 2372 2/15/1989 9/9/2023
JASON BIGGER **Heavy Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#: CDL** **Issued State:** **Date of Birth:** **Date of Hire:**	B260-421-79-416-0 FL 11/16/1979 7/2/2018
JOSHUA CARDELL **Heavy Duty Operator**	SSTA Light Duty Certificate SSTA Ultra Heavy Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#: CDL** **Issued State:** **Date of Birth:** **Date of Hire:**	C634-437-77-261-0 FL 7/21/1977 8/7/2023

DAVID HODGE **Heavy Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#: CDL** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	H320-172-67-257-0 FL 3430 7/17/1967 9/22/2010
ANTHONY MARSHALL **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	M624-010-70-369-0 FL 987 10/9/1970 1/12/2015
RICHARD HOLDER **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	H436-759-62-263-0 FL 1911 7/23/1962 3/22/2017
RICHARD MUNN **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	M500-758-83-264-0 FL 121 7/24/1983 6/3/2013
DANIEL FACKENDER **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	F253-170-88-016-0 FL 1888 1/16/1988 4/20/2020

MANUEL DURON **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	D652-548-94-096-0 FL 3478 3/16/1994 12/18/2023
RICHARD GUARDADO **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	G633-746-91-172-0 FL 3456 5/12/1991 10/30/2023
JUSTIN MERRITT **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	M630-421-98-181-0 FL 2694 5/21/1998 5/30/2023
JUSTIN BELL **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	B400-430-88-243-0 FL 3299 7/3/1988 10/23/2023
ANTHONY NIXON **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	N250-013-01-185-0 FL 2590 5/25/2021 9/30/2024

EARL LEWIS **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	L200-210-86-287-0 FL 2146 8/7/1966 9/18/2023
YONAH PEREZ **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	P623-960-77-266-0 FL 2673 7/26/1977 10/1/2023
ADAM MARCUS **Light Duty Operator**	SSTA Light Duty Certificate TRAA Certified Tow Operator FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	M622-004-81-285-0 FL 133 8/5/1981 6/29/2005
ADAM CODERRE **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	C360-010-90-122-0 FL 3427 4/2/1990 10/17/2022

WILLIAM COOK **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	C200-936-95-103-0 FL 3432 3/23/1995 9/23/2022
KYLE DAVIS **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **Date of Birth:** **Date of Hire:**	D120-516-94-364-0 FL 10/4/1994 6/26/2023
SHERMAN MIGNAULT **Light Duty Operator**	SSTA Light Duty Certificate FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#:** **Issued State:** **Date of Birth:** **Date of Hire:**	M254-798-68-213-0 FL 6/13/1968 5/17/2018
MICHAEL YASSA **Light Duty Operator**	FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#: CDL** **Issued State:** **PBC TD Badge#** **Date of Birth:** **Date of Hire:**	Y200-540-72-373-0 FL 1114 10/13/1972 6/1/2021
GONZALO RODRIGUEZ, JR **Transport Driver**	FDOT Traffic Incident Management (TIM) Online Course FDOT Traffic Incident Management (Sharp2) Hazardous Materials Awareness The Responder Safety Learning Network Courses	**License#: CDL** **Issued State:** **Date of Birth:** **Date of Hire:**	R363-280-75-324-0 FL 9/4/1975 1/15/2004

KAUFF'S GUARDIAN OF THE HIGHWAYS

Kauff's of Palm Beach, Inc.
Training Program Certificates



Traffic Incident Management

CERTIFICATE OF COMPLETION

This Certificate of Completion affirms that

Joshua Burns
Name of Participant

has completed the Maintenance of Traffic for Incident Responders in Florida Course, an online instruction, to enhance Emergency Responder's safety at the scene of traffic incidents.

TOGETHER WE CAN BETTER PROTECT OUR EMERGENCY RESPONDERS.

May 21, 2019
Date

FDOT

Jeffrey Frost



TRAA Towing Recovery Association of America

Certificate of Achievement

Adam D. Marcus

The individual named above has successfully passed the National Driver Certification Program® Level 1- Light Duty certification exam and earned the title of

Nationally Certified Tow Operator®.

NCTO #13728
ID Number

12/3/2024
Expiration Date

Joanne Blyton
TRAA President

Elizabeth Martineau-Dupuis
Director of Education



SSTA SUNSHINE STATE TOWING ASSOCIATION

Certificate of Training

This is to certify that

Joshua Burns

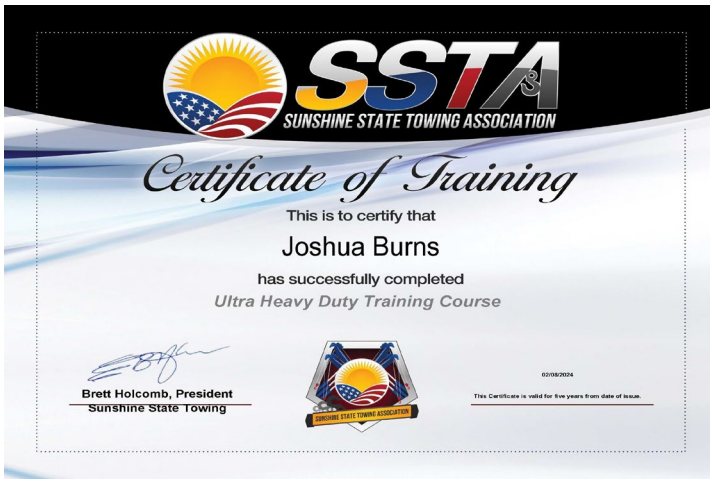
has successfully completed

Light Duty Training Course

Brett Holcomb, President
Sunshine State Towing

07/08/2024

This Certificate is valid for five years from date of issue.



SSTA SUNSHINE STATE TOWING ASSOCIATION

Certificate of Training

This is to certify that

Joshua Burns

has successfully completed

Ultra Heavy Duty Training Course

Brett Holcomb, President
Sunshine State Towing

02/08/2024

This Certificate is valid for five years from date of issue.



Ring LEADERS

Miller Industries Rotator "Ring Leaders" Training Seminar

This Participation Certificate is awarded to

JOSHUA BURNS

For attendance at the Miller Rotator Training Course
Chattanooga, Tennessee - May 23rd thru 25th, 2023

We acknowledge that this individual has successfully completed a course on numerous aspects of Rotator Design, Specifications and Manufacturing Processes, and demonstrates the understanding necessary to recognize quality towing and recovery equipment. This Certificate of Achievement is presented upon completion of the course, as part of the Miller Industries Continuing Education of Industry Professionals.

C. Thomas Luciano
Thomas Luciano - HD & Recovery SME ; Training Specialist
Miller Industries Towing Equipment Inc.

John L. Hawkins - Vice President of Large Wrecker Sales
Miller Industries Towing Equipment Inc.



Certificate of Module Completion

LINDSEY ZUCCALA

Completed a 1 hour tested training program

Special Hazards

Presented by:
The Emergency Responder Safety Institute
Cumberland Valley Volunteer Firemen's Association
On
The Responder Safety Learning Network

Friday, February 26, 2021

Jack Sullivan
Director of Training

Joe Kroboth, III
Project Manager



National TIM Responder Training Program Completion Certificate

This acknowledges that

Joshua Burns

has successfully completed the
National Traffic Incident Management
Responder Training Course
and earned 4 Professional Development Hours (PDHs).

Date: *February 26, 2019* **Location:** *Boynton Beach, Florida*

Michael McGee
FDOT District 4 TIM Coordinator

Traffic Incident Management · SHRP2 SOLUTIONS · AASHTO · TRB



National TIM Responder Training Program Completion Certificate

This acknowledges that

Jarred Stante

has successfully completed the
National Traffic Incident Management
Responder Training Course
and earned 4 Professional Development Hours (PDHs).

Date: *February 26, 2019* **Location:** *Boynton Beach, Florida*

Michael McGee
FDOT District 4 TIM Coordinator

Traffic Incident Management · SHRP2 SOLUTIONS · AASHTO · TRB

SSTA SUNSHINE STATE TOWING ASSOCIATION

Certificate of Training

This is to certify that

TRAVIS MUNN

has successfully completed

Light Duty Training Course

Brett Holcomb, President
Sunshine State Towing

SSTA SUNSHINE STATE TOWING ASSOCIATION

Certificate of Training

This is to certify that

JARRED STANTE

has successfully completed

Light Duty Training Course

Brett Holcomb, President
Sunshine State Towing

SSTA SUNSHINE STATE TOWING ASSOCIATION

Certificate of Training

This is to certify that

JUSTIN BELL

has successfully completed

Light Duty Training Course

Brett Holcomb, President
Sunshine State Towing

SSTA SUNSHINE STATE TOWING ASSOCIATION

Certificate of Training

This is to certify that

RICHARD HOLDER

has successfully completed

Light Duty Training Course

Brett Holcomb, President
Sunshine State Towing





S&RA

2024 AWARD

FLEET SAFETY

S&RA

2024 AWARD

ZERO ACCIDENTS TRANSPORTATION

The Best In Town!

Congratulations to our award-winning team!





BEST OF WEST PALM BEACH

Kauff's of West Palm was selected two years in a row for the award for Best of West Palm Beach Awards for Towing - Transportation Services. This qualified Kauff's of Palm Beach for the 2024 West Palm Beach Business Hall of Fame.





SC&RA 2023 AWARD DRIVER SAFETY

Gonzo Rodriguez

Congratulations to Gonzo Rodriguez on receiving the 2023 Driver Safety Award from the Specialized Carriers & Rigging Association. This world-wide award is granted to drivers who have driven accident-free for five consecutive years. The Driver Safety Award is a truly remarkable achievement, and we are absolutely thrilled to hear that Gonzo has been recognized for his outstanding dedication to safety and excellence in driving.



PALM BEACH SAFETY COUNCIL AWARDS

April 11, 2024
West Palm Beach, FL

Kauff's of Palm Beach proudly received the Award of Excellence for vehicle safety! Their commitment to ensuring top-notch safety standards sets a shining example in our industry. Congratulations!

This employee handbook is considered business confidential. The handbook or any part within should never be disclosed to anyone outside the Guardian Fleet Services organization.

Initials_____

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Initials_____

AGENCY CUSTOMER ID: KAUFINC-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Kapnick Insurance Group	Kauffs of Palm Beach Inc. 4701 East Ave West Palm Beach FL 33407
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Garagekeepers' Comp deduct: $500 per auto, $2,500 max per claim Coll deduct: $500

Personal Injury Protection $10,000 each accident
Bodily Injury - Combined Single Limit - Each Accident $1,000,000

Uniform Intermodal Interchange/Trailer Interchange Coverage Limit $250,000 with $1,000 Deductible

AUTOMATIC STATUS POLICY FORMS (WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT WITH NAMED INSURED, PER POLICY TERMS & CONDITIONS)

GENERAL LIABILITY

--Additional Insureds
--CG 20 10 (04 13)– Additional Insured -Owners, Lessees or Contractors - Scheduled Person or Organization -Blanket Additional Insured Endorsement
--CG 20 01 (04 13) -Primary and Non-Contributory
--CG 24 04 (12 19) - Waiver or Subrogation
--CG 00 01 (04 13) - Commercial General Liability Coverage Form (Contractual Liability)

AUTO LIABILITY

--NI CA 50 57 (06 14) --Blanket Additional Insured Endorsement
--CA 04 49 (11 16) --Primary Non Contributory
--CA 04 44 (10 13) --Waiver of Subrogation

WORKERS COMPENSATION

--WC 00 03 13 - Waiver of Subrogation

EXCESS LIABILITY

--Follows Form

The City of Boynton Beach is an additional insured regarding the General and Automobile Liability and Waiver of Subrogation in favor of The City of Boynton Beach on the Workers Compensation policy.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 10 days for non payment 30 days all others written notice, to the certificate holder but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives

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Year	Make	VIN	On Hook Limit	On Hook Ded	Cargo Limit	Cargo Ded	Company
2018	Hino	5PVNJ8JN6J4S53166	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2018	Hino	5PVNJ8JN8J4S53167	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2012	Dodge	3C7WDKBL1CG168895	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2015	International	3HAMMMML0FL689790	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2015	International	3HAMMMML2FL689791	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2017	International	1HTMMMML8HH487854	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2017	International	1HTMMMML4HH487852	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2005	Ford	1FTRX12W75NA19116	$0	$0	$0	$0	Kauff's of Palm Beach
2017	Peterbilt	1NPBL49X9GD347524	$300,000	$50,000	$0	$0	Kauff's of Palm Beach
2017	International	3HTDTAPT2HN508006	$1,000,000	$50,000	$0	$0	Kauff's of Palm Beach
2016	Kenworth	1XKZP4TX7GJ493543	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2007	Kenworth	1XKDD40X17J177756	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
1999	Fontaine	4LF4S5235X3507720	$0	$0	$0	$0	Kauff's of Palm Beach
2005	Fontaine	4LF64820753527331	$0	$0	$0	$0	Kauff's of Palm Beach
2005	Fontaine	4LF64820653527241	$0	$0	$0	$0	Kauff's of Palm Beach
2007	Talbert	40FSK664X71026090	$0	$0	$0	$0	Kauff's of Palm Beach
2007	Talbert	40FSK684071026094	$0	$0	$0	$0	Kauff's of Palm Beach
2008	Talbert	40FTK754781028537	$0	$0	$0	$0	Kauff's of Palm Beach
2008	Talbert	40FWK716881029524	$0	$0	$0	$0	Kauff's of Palm Beach
2008	Talbert	40FJ0343381029523	$0	$0	$0	$0	Kauff's of Palm Beach
2008	Talbert	40FAK203481029525	$0	$0	$0	$0	Kauff's of Palm Beach
2014	Talbert	40FSK5222E1032882	$0	$0	$0	$0	Kauff's of Palm Beach
2014	Talbert	40FTK4829E1032884	$0	$0	$0	$0	Kauff's of Palm Beach
2014	Talbert	40FAK0414E1032885	$0	$0	$0	$0	Kauff's of Palm Beach
2014	Talbert	40FJ02738E1032886	$0	$0	$0	$0	Kauff's of Palm Beach
2015	Talbert	40FSK4923F1034416	$0	$0	$0	$0	Kauff's of Palm Beach
2015	Talbert	40FTK5122F1034414	$0	$0	$0	$0	Kauff's of Palm Beach
2018	Dakota	1DADLD039JM022261	$0	$0	$0	$0	Kauff's of Palm Beach
2014	Fontaine	13N1482C4E1565184	$0	$0	$0	$0	Kauff's of Palm Beach
2005	Fontaine	4LFM0510153527789	$0	$0	$0	$0	Kauff's of Palm Beach
2005	Fontaine	4LFM0510153527781	$0	$0	$0	$0	Kauff's of Palm Beach
2007	Talbert	40FAK051171026091	$0	$0	$0	$0	Kauff's of Palm Beach
2007	Talbert	40FAK051371026092	$0	$0	$0	$0	Kauff's of Palm Beach
2014	Talbert	40FAK0512E1032883	$0	$0	$0	$0	Kauff's of Palm Beach
2015	TALBERT	40FAK0513F1034417	$0	$0	$0	$0	Kauff's of Palm Beach
2015	TALBERT	40FAK051XF1034415	$0	$0	$0	$0	Kauff's of Palm Beach
2018	GMC	1GKKNLLS7JZ125314	$0	$0	$0	$0	Kauff's of Palm Beach

Year	Make	VIN	On Hook Limit	On Hook Ded	Cargo Limit	Cargo Ded	Company
2020	Volvo	4V4NG9EJXLN253152	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2020	Hino	5PVNJ8JN1L5S54190	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2020	Hino	5PVNJ8JNXL5S54253	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2020	Ram	3C6UR5TLXLG235393	$0	$0	$0	$0	Kauff's of Palm Beach
2020	Ram	3C7WRKAL4LG121928	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2021	Peterbilt	1NPXL49X4MD716081	$300,000	$50,000	$0	$0	Kauff's of Palm Beach
2017	Chrysler	1C3CCCAG9HN507614	$0	$0	$0	$0	Kauff's of Palm Beach
2020	Volvo	4V4NG9EJ6LN258459	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2020	Volvo	4V4NG9EJ4LN258458	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2021	Landoll	1LH440WH1M1B30177	$0	$0	$0	$0	Kauff's of Palm Beach
2019	Manac	5MC124817K3184664	$0	$0	$0	$0	Kauff's of Palm Beach
2021	Landoll	1LH440WH9M1B30976	$0	$0	$0	$0	Kauff's of Palm Beach
2021	Landoll	1LH440WH2M1B30978	$0	$0	$0	$0	Kauff's of Palm Beach
2015	Dorsey	5JYEF4820FE085940	$0	$0	$0	$0	Kauff's of Palm Beach
2017	Western Star	5KJNABD16HPJF0875	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2017	Talbert	40FG05023H1035485	$0	$0	$0	$0	Kauff's of Palm Beach
2022	Peterbilt	1XPXD49X2ND830357	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2007	Kenworth	1XKDD40X37J177757	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2016	Freightliner	3AKJGLDV7GSHC2352	$0	$0	$1,000,000	$50,000	Kauff's of Palm Beach
2013	Manac	5MC12531105138302	$0	$0	$0	$0	Kauff's of Palm Beach
1995	International	1HTSCAAL8SH230844	$0	$0	$0	$0	Kauff's of Palm Beach
2000	Ford	1FTRF17W9YNA81102	$0	$0	$0	$0	Kauff's of Palm Beach
2022	Peterbilt	1XPXP4EX4ND830356	$0	$0	$1,000,000	$50,000	Kauffs of Palm Beach
2022	TK80SA	1TKA05024NM049620	$0	$0	$0	$0	Kauffs of Palm Beach
2023	Fontaine	57JE53300P35A1920	$0	$0	$0	$0	Kauffs of Palm Beach
2023	Fontaine	57JE53306P35A1923	$0	$0	$0	$0	Kauffs of Palm Beach
2019	Chevrolet	1GCGSCENXK1103731	$0	$0	$0	$0	Kauffs of Palm Beach
2021	Fontaine	57J353207M3578003	$0	$0	$0	$0	Kauffs of Palm Beach
2023	Peterbilt	1NPXX4TXXPD854435	$1,000,000	$50,000	$0	$0	Kauffs of Palm Beach
2023	Kenworth	1XKZP4TX6PJ263475	$0	$0	$1,000,000	$50,000	Kauffs of Palm Beach
2023	Hino	5PVNJ7BS7P5T50166	$100,000	$50,000	$0	$0	Kauffs of Palm Beach
2023	Hino	5PVNJ7BSXP5T50100	$100,000	$50,000	$0	$0	Kauffs of Palm Beach
2023	Peterbilt	1NPXL40X6PD854433	$300,000	$50,000	$0	$0	Kauffs of Palm Beach
2020	Ram	1C6SRFFT7LN157493	$0	$0	$0	$0	Kauffs of Palm Beach
2021	Landoll	1LH840WJ4M1F29900	$0	$0	$0	$0	Kauffs of Palm Beach
2019	Fontaine	13N1482C7K1531011	$0	$0	$0	$0	Kauffs of Palm Beach
2024	International	3HAEUMML7RL616862	$100,000	$50,000	$0	$0	Kauffs of Palm Beach

Year	Make	VIN	On Hook Limit	On Hook Ded	Cargo Limit	Cargo Ded	Company
2024	International	1HTEUMMLXRS716625	$100,000	$50,000	$0	$0	Kauffs of Palm Beach
2024	Fontaine	57J4533C4R35A1671	$0	$0	$0	$0	Kauffs of Palm Beach
2024	International	3HAEUMML3RL559754	$100,000	$50,000	$0	$0	Kauffs of Palm Beach
2024	Peterbilt	1NPXL40X9RD666413	$300,000	$50,000	$0	$0	Kauff's of Palm Beach
2020	Nissan	5N1AZ2AJ8LN145447	$0	$0	$0	$0	Kauff's of Palm Beach
2025	Peterbilt	1XPCD49X6SD692168	$0	$0	$1,000,000	$50,000	Kauffs of Palm Beach
2024	International	3HAEUMMLXRL735621	$100,000	$50,000	$0	$0	Kauff's of Palm Beach
2020	Volvo	4V4NG9EJ1LN253153	$0	$0	$1,000,000	$50,000	Kauffs of Palm Beach
2018	Peterbilt	1XPBDP9X3JD483790	$0	$0	$0	$0	Kauffs of Palm Beach
2023	Ram	3C7WRMBLXPG594166	$100,000	$50,000	$0	$0	Kauffs of Palm Beach
2025	Peterbilt	1XPCP4EX1SD751351	$0	$0	$1,000,000	$50,000	Kauffs of Palm Beach

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
AUTO DEALERS COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

Who Is An Insured under **COVERED AUTOS LIABILITY COVERAGE** is amended to include as an "insured", any person or organization you are required to add as an additional insured on this policy under a written contract, agreement or permit which must be:

a. currently in effect or becoming effective during the term of the policy; and

b. executed prior to the "bodily injury" or "property damage."

The insurance provided to this additional insured is limited as follows:

1. That person or organization is an additional insured only with respect to liability arising out of your operations performed for that additional insured as specified in the written contract, agreement or permit.

2. The limits of insurance applicable to the additional insured are those in written contract, agreement, permit or in the Declarations for this policy, whichever are less. These limits of insurance are inclusive of and not in addition to the Limit of Insurance for Liability Coverage shown in the Declarations.

3. Coverage is not provided for "bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract specifically requires that this insurance be primary.

When this insurance is in excess, we will have no duty to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insurer's rights against all those other insurers.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where required by written contract or agreement provided such contract was executed prior to the date of loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract or agreement provided such contract was executed prior to the date of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.

Insured Premium $0

Insurance Company Countersigned by _____

Vanliner Insurance Company

WC 00 03 13
(Ed. 4-84)

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prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease.

MAINTENANCE.

Landlord's obligations for maintenance shall include:
- all other items of maintenance not specifically delegated to Tenant under this Lease.

Tenant's obligations for maintenance shall include:

UTILITIES AND SERVICES.

Tenant shall be responsible for the following utilities and services in connection with the Premises:
- electricity
- water and sewer
- telephone service

Tenant acknowledges that Landlord has fully explained to Tenant the utility rates, charges and services for which Tenant will be required to pay to Landlord (if any), other than those to be paid directly to the third-party provider.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed by fire or other casualty to an extent that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than $0.00, Landlord shall repair the Premises and a just proportion of the lease payments shall abate during the period of the repair according to the extent to which the Premises have been rendered untenantable. However, if the damage is not repairable within sixty days, or if the cost of repair is $0.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party and any unearned rent paid in advance by Tenant shall be apportioned and refunded to it. Tenant shall give Landlord immediate notice of any damage to the Premises.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 5 days (or any other obligation within 10 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative, and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged $35.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. Tenant shall not install awnings or advertisements on any part of the Premises without Landlord's prior written consent. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures, and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Dealers Pro Choice of Delray Beach, LLC
475 DE 1ST AVE
DELRAY BEACH, Florida 33444

TENANT:

Kauff's of Palm Beach Inc
4010 Thor Dr.
Boynton Beach, FL 33462

Such addresses may be changed from time to time by any party by providing notice as set forth above. Notices mailed in accordance with the above provisions shall be deemed received on the third day after posting.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Florida.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Lease. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

BINDING EFFECT. The provisions of this Lease shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

LANDLORD:

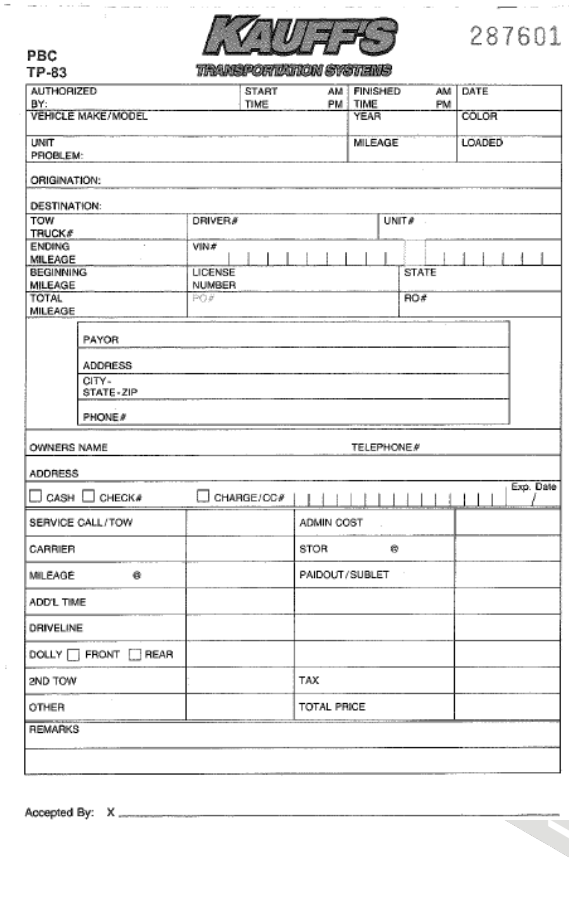
Dealers Pro Choice of Delray Beach, LLC

By: _____ Date: 4/1/2023
Francesca Velluzzi, Manager

TENANT:
Kauff's of Palm Beach Inc

By: _____ Date: 4-1-2023
Sean Loscalzo, Vice President

SAMPLE OF TOW INVOICE



PBC
TP-83

KAUFF'S TRANSPORTATION SYSTEMS

287601

AUTHORIZED BY:	START TIME AM PM		FINISHED TIME AM PM		DATE
VEHICLE MAKE/MODEL			YEAR		COLOR
UNIT PROBLEM:			MILEAGE		LOADED
ORIGINATION:					
DESTINATION:					
TOW TRUCK#	DRIVER#		UNIT#		
ENDING MILEAGE	VIN#				
BEGINNING MILEAGE	LICENSE NUMBER		STATE		
TOTAL MILEAGE	PO#		RO#		
PAYOR					
ADDRESS					
CITY-STATE-ZIP					
PHONE#					
OWNERS NAME			TELEPHONE#		
ADDRESS					
☐ CASH ☐ CHECK#	☐ CHARGE/CC#				Exp. Date
SERVICE CALL/TOW			ADMIN COST		
CARRIER			STOR @		
MILEAGE @			PAIDOUT/SUBLET		
ADD'L TIME					
DRIVELINE					
DOLLY ☐ FRONT ☐ REAR					
2ND TOW			TAX		
OTHER			TOTAL PRICE		
REMARKS					

Accepted By: X _____

IF YOU HAVE QUESTIONS OR COMPLAINTS ABOUT NON-CONSENT TOWS UNABLE TO BE RESOLVED BY THE TOWING COMPANY MANAGEMENT, CONTACT THE PALM BEACH COUNTY CONSUMER AFFAIRS DIVISION, WEST PALM BEACH, FLORIDA. TELEPHONE: (561) 712-6600 OR BY INTERNET: www.pbcgov.com/consumer.

COMPANIES PERFORMING NON-CONSENT TOWS IN PALM BEACH COUNTY ARE REQUIRED TO ACCEPT ALL OF THE FOLLOWING FORMS OF PAYMENT:

1. CASH, MONEY ORDER OR VALID TRAVELER'S CHECK; AND
2. VALID BANK DEBIT/CREDIT CARD, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, MASTERCARD OR VISA, THAT IS IN THE NAME OF THE VEHICLE/VESSEL OWNER OR AUTHORIZED DRIVER/AGENT; AND
3. VALID PERSONAL CHECK SHOWING ON ITS FACE THE NAME AND FLORIDA ADDRESS OF THE VEHICLE/VESSEL OWNER OR AUTHORIZED DRIVER/AGENT.

SAMPLE TOWING ACTIVITY REPORT

DATE OF TOW	CASE NUMBER	REASON	VIN#	YEAR MAKE MODEL	TAG#	RELEASED BY CLASS	ADMINISTRATIVE FEE
11/1/2024 2:59 PM	24-0004569	Accident	WAUAUDGY7RA039135	2024 Audi A3	KEL9214	CLASS A	$45.50
11/1/2024 4:46 AM	24-0005694	Impound	1FAHP3FN6BW132978	2011 Ford Focus	JR10BE	CLASS A	$45.50
11/3/2024 1:47 AM	24-0054692	Accident	5XYP64HC8LG009000	2020 Kia Telluride	QBCQ46	CLASS A	$45.50
11/3/2024 11:44 PM	24-0054893	Accident	JN1CV6AP0AM405107	2010 Infiniti G37	PYEK61	CLASS A	$45.50

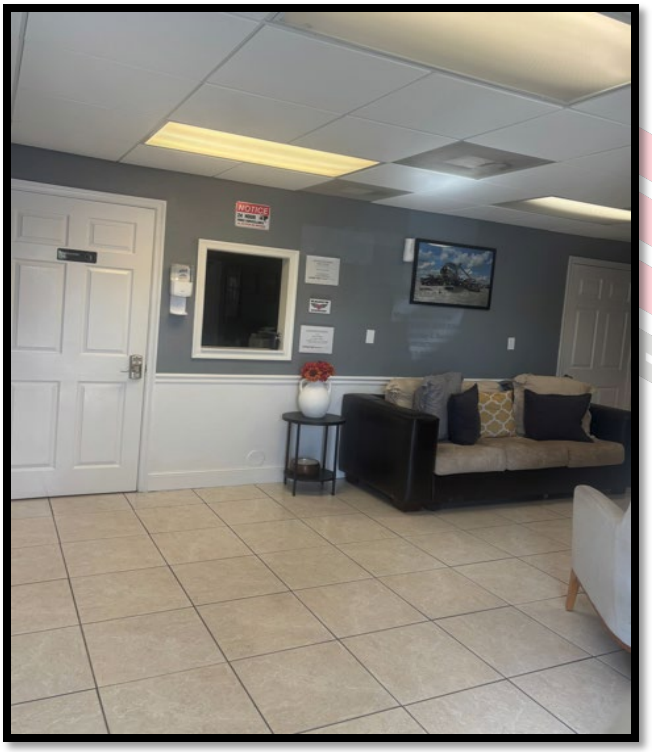
SEE ATTACHED EXCEL DOCUMENT OF FULL SAMPLE REPORT

YEAR MAKE MODEL	TAG#	RELEASED BY CLASS	ADMINISTRATIVE FEE
2011 Ford Focus	JR10BE	CLASS A	$45.50
2024 Audi A3	KEL9214	CLASS A	$45.50
2020 Kia Telluride	QBCQ46	CLASS A	$45.50
2010 Infiniti G37	PYEK61	CLASS A	$45.50
2008 Nissan Versa	IY03TJ	CLASS A	$45.50
2011 Toyota Corolla	51DJKW	CLASS A	$45.50
2019 Honda Accord	10DVIC	CLASS A	$45.50
2025 Genesis G70	NFKX52	CLASS A	$45.50
2018 Volkswagen Tiguan Limited	23BXTE	CLASS A	$45.50
2025 Chevrolet Malibu LT	07DHSM	CLASS A	$45.50
2015 Mazda CX-5	SKV9175	CLASS A	$45.50
2014 Toyota Camry	86DFQP	CLASS A	$45.50
2020 Harley-Davidson Sportster MC	MMPZ01	CLASS A	$45.50
2016 Hyundai SONATA	L4NEF	CLASS A	$45.50
2023 Hyundai ELANTRA	07DFTK	CLASS A	$45.50
2020 Infiniti Q50	70EBTA	CLASS A	$45.50
2007 Infiniti G35	AR76IU	CLASS A	$45.50
2012 Hyundai Accent	RKZV74	CLASS A	$45.50
2007 Sterling L9500 Series	P2758I	CLASS D	$144.75
2005 Ford Focus	VWH11	CLASS A	$45.50
1999 Toyota Corolla	651RJZ	CLASS A	$45.50
2017 Toyota Corolla	05CDUM	CLASS A	$45.50
2015 Buick LaCrosse	28BGJY	CLASS A	$45.50
2018 Audi A5	NONE	CLASS A	$45.50
		TOTAL	**$1,191.25**

Our facility remains locked at all times with only vehicle owners or their agents to enter the secure impound yard with a lot attendant.

Our facility is monitored by video cameras throughout the property that are maintained by our in-house IT department. High hat overhead lighting is strategically in place both inside and outside of the storage areas for security and safe keeping of vehicles.

Our offices have monitors throughout the building that are continuously viewed 24 hours a day, 365 days a year by our management team, including dispatchers and are available to all supervisors and managers on their mobile devices.





CLASS A
FLATBED



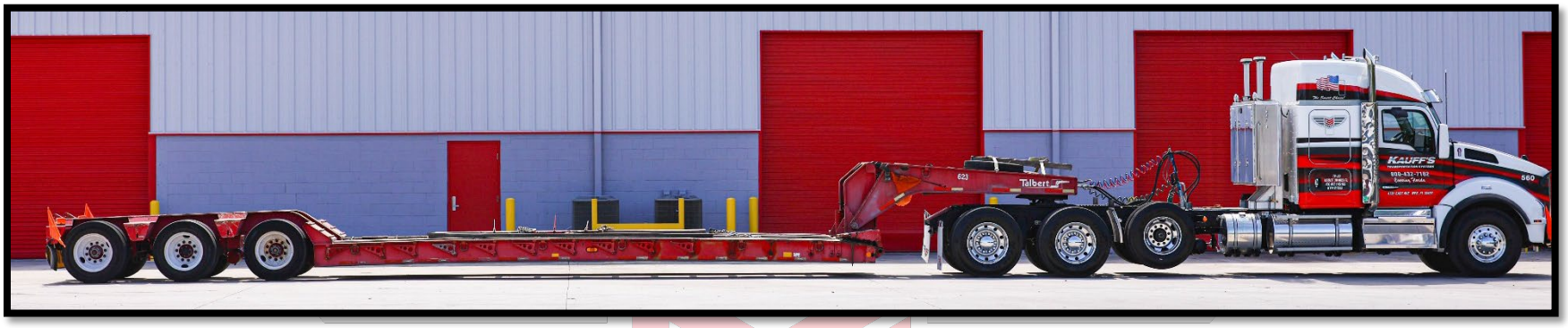
VEHICLE TYPE	DESCRIPTION	VIN#	MAKE / MODEL	YEAR	LAST DATE INSPECTED BY PBC	PBC DECAL#
CLASS A	FLATBED	1HTEUMMLXRS716625	International	2024	10/29/2024	25-135
CLASS A	FLATBED	3HAEUMML7RL616862	International	2024	10/29/2024	25-136
CLASS A	FLATBED	3HAEUMML3RL559754	International	2024	10/29/2024	25-134
CLASS A	FLATBED	3HAEUMMLXRL735621	International	2024	10/29/2024	25-132
CLASS A	FLATBED	5PVNJ7BS7P5T50166	Hino	2023	10/29/2024	25-139
CLASS A	FLATBED	5PVNJ7BSXP5T50100	Hino	2023	10/29/2024	25-140
CLASS A	FLATBED	3HAEUMML0PL618465	International	2023	10/30/2024	25-117
CLASS A	FLATBED	3HAEUMML2PL618466	International	2023	10/30/2024	25-116
CLASS A	FLATBED	5PVNJ8JN1L5S54190	Hino	2020	10/29/2024	25-138
CLASS A	FLATBED	5PVNJ8JNXL5S54253	Hino	2020	10/29/2024	25-145
CLASS A	FLATBED	5PVNJ8JN6J4S53166	Hino	2018	10/29/2024	25-252
CLASS A	FLATBED	5PVNJ8JN8J4S53167	Hino	2018	10/29/2024	25-137
CLASS A	FLATBED	1HTMMMML8HH487854	International	2017	10/29/2024	25-146
CLASS A	FLATBED	1HTMMMML4HH487852	International	2017	10/29/2024	25-114
CLASS A	FLATBED	3HAMMMML0FL689790	International	2015	10/29/2024	25-148
CLASS A	FLATBED	3HAMMMML2FL689791	International	2015	10/29/2024	25-149

CLASS B, C & D
WRECKERS



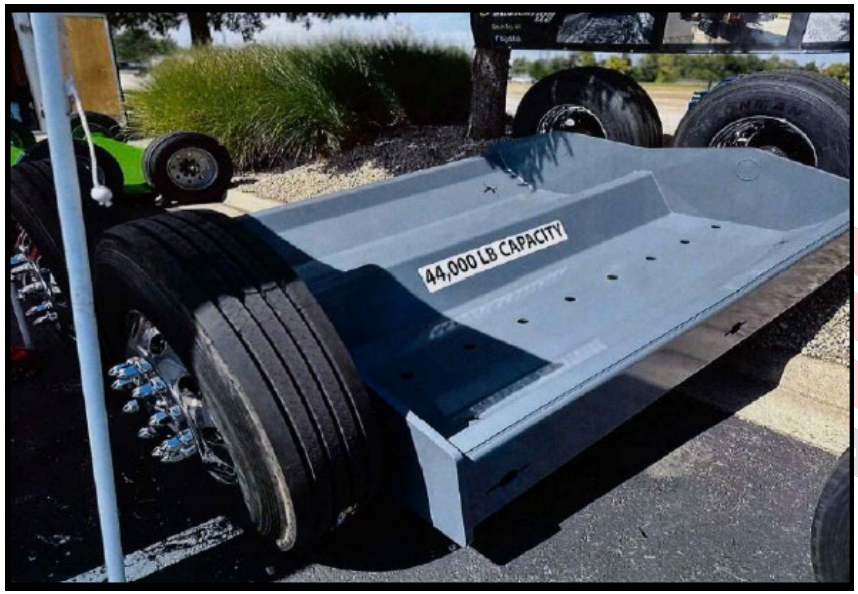
VEHICLE TYPE	DESCRIPTION	VIN#	MAKE / MODEL	YEAR	LAST DATE INSPECTED BY PBC	PBC DECAL#
CLASS B	25 TON WRECKER	1NPXL49X4MD716081	Peterbilt	2021	10/29/2024	25-143
CLASS B	35 TON WRECKER	1NPBL49X7GD347523	Peterbilt	2016	10/29/2024	25-141
CLASS C	50 TON WRECKER	1NPXX4EX7FD285944	Peterbilt	2015	10/29/2024	25-131
CLASS C	50 TON WRECKER	1NPXL40X9RD666413	Peterbilt	2024	10/29/2024	25-133
CLASS D	50 TON ROTATOR	1NPXX4TXXPD854435	Peterbilt	2023	10/29/2024	25-142
CLASS D	50 TON ROTATOR	3HTDTAPT2HN508006	International	2017	10/29/2024	25-147

LOWBOY & TRACTORS



VEHICLE TYPE	DESCRIPTION	VIN#	MAKE / MODEL	YEAR
TRACTOR	TRACTOR	1XPCD49X6SD692168	Peterbilt	2025
TRACTOR	TRACTOR	1XPCP4EX1SD751351	Peterbilt	2025
TRACTOR	TRACTOR	1XPXD49X6ND782216	Peterbilt	2022
LOWBOY	LOWBOY	40FTK5122F1034414	Talbert	2015
LOWBOY	LOWBOY	40FAK0513F1034417	Talbert	2015
LOWBOY	LOWBOY	40FTK754781028537	Talbert	2008

HEAVY DUTY TRUCK DOLLY



MOTORCYCLE DOLLY



Kauff's of Palm Beach, Inc. is equipped with a Maintenance of Traffic Vehicle (MOT). This vehicle is set up with the following equipment to assist with any incident.



Alloy (grade #8) chain: 2 ea. 3/8"x 10', 2 ea. 5/8"x 10' and 4 ea. ½"x 10'
2 pair (4 ea.), wide profile, 50-ton, nylon recovery straps
4 ea. heavy duty snatch blocks (working load matched to the wrecker)
Timbers/cribbing/chocks/2x4 lumber, load binders, transport chains and cheater pipe
1 ea. High Pressure air cushion (24"x24" or equivalent) with control module and hose
1 ea. Air impact wrench with sockets / Air powered metal chisel
1 ea. Bolt cutters (36" min.)
1 ea. BC Fire extinguisher (10 lbs.) or 2 ea. BC Fire extinguisher (5 lbs.)
1 ea. Long handle axe, handle shovel (flat blade & round blade)
1 ea. Street broom
1 ea. Crow bar (36" min.), Pike bar (S ft. min.), Sledge hammer (10 lbs. min.)
1 ea. Hydraulic jack (20-ton min.)
1 ea. Vehicle spill kit (putty/pads/poly socks)
Angle iron or aluminum, wide flange various lengths
1 ea. Complete brake release kit: (hand tools, hoses, glad hands, numerous fittings and brake caging bolts)
12 ea. Thirty-six (36) inch, 12 lb. FDOT certified reflectorized traffic cones
1 ea. Commercial box 30-minute highway flares
120 lbs. or 30 gal. of oil dry or approved absorbent
50 ft. of rope (1/2")
2 Rolls of duct tape
1 ea. Complete mechanics hand tool set
1 ea. Complete first-aid kit

RUSSELL, FRANCIS GEOFF
4701 EAST AVENUE
WEST PALM BEACH, FL 33407

Title VP

CROCKETT, SCOTTY
4701 EAST AVENUE
WEST PALM BEACH, FL 33407

Title Treasurer

Gunter, Rocky
4701 EAST AVENUE
WEST PALM BEACH, FL 33407

Title Secretary

Gunter, Rocky
4701 EAST AVENUE
WEST PALM BEACH, FL 33407

Title VP

Loscalzo, Sean
4701 EAST AVENUE
WEST PALM BEACH, FL 33407

Title VP

KARA, MARK
4701 EAST AVENUE
WEST PALM BEACH, FL 33407

Annual Reports

Report Year	Filed Date
2023	01/25/2023
2023	07/06/2023
2024	03/14/2024

Document Images

03/14/2024 -- ANNUAL REPORT	View image in PDF format
07/06/2023 -- AMENDED ANNUAL REPORT	View image in PDF format
01/25/2023 -- ANNUAL REPORT	View image in PDF format
05/02/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
02/21/2022 -- ANNUAL REPORT	View image in PDF format
02/02/2021 -- ANNUAL REPORT	View image in PDF format
04/02/2020 -- ANNUAL REPORT	View image in PDF format
01/13/2020 -- Reg. Agent Change	View image in PDF format

NAME	RELATIONSHIP
N/A	N/A

Witnesses:

NATALIE HUNTER

Typed name:

THOMAS TEDFORD

Typed name:

VENDOR:

Signed: Sean Loscalzo

Name: SEAN LOSCALZO

Title: VICE PRESIDENT

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 4TH day of DECEMBER, 2024, by SEAN LOSCALZO, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me

This 4th day of December, 2024

Lindsey Burns

Notary Public (Signature)

LINDSEY BURNS
MY COMMISSION # HH 538027
EXPIRES: June 12, 2028

My Commission Expires: 6/12/2028

(Signed) Lindsey Burns

(Title) Admin Assistant

EXHIBIT A

PD25-015 - Towing and Storage Services

Opening Date: November 6, 2024 12:00 PM

Closing Date: December 6, 2024 2:30 PM

Vendor Details

Company Name:	BECK'S TOWING & RECOVERY INC.
Address:	410 NE 5th Ave Boynton Beach, FL 33435-3872
Contact:	STEPHANIE BECK
Email:	beckstowing@aol.com
Phone:	561-369-1096
Fax:	561-369-1096
HST#:	65-0653585

Submission Details

Created On:	Monday November 25, 2024 09:30:12
Submitted On:	Wednesday December 04, 2024 13:01:48
Submitted By:	STEPHANIE BECK
Email:	beckstowing@aol.com
Transaction #:	1d15efb8-90c0-452f-83c7-afd1f70a549d
Submitter's IP Address:	32.140.171.182

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses.

Description	Response *	Comments	
Is your company a Minority Owned business?	No		
Please select the appropriate response	Not Applicable		
Do you possess a certification qualifying your business as a Minority Owned business?	No		
Issuing organization name	Input response in comments box to the right	na	*
Date of Issuance	Input response in comments box to the right	na	*

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Beck's has been in the towing industry since 1995. We are a family-owned & operated, as well as own our property inside the City of Boynton Beach. We currently own (not leased) all of trucks & property. We have been towing for many local police depts including Boynton Beach since 1998. Drivers are skilled in all aspects of towing & recovery. All police calls are taken with a 30-minute response time but genuinely are around 15/20 minutes since we are located in the heart of Boynton. Our main facility holds 100+ vehicles outside & 9 vehicles inside. Our other storage lot located at 1500 SW 30th Ave, Bay #8, Boynton Beach can hold 9 vehicles inside as well. We pride ourselves on the fact that we have zero complaints, litigations, or damage claims.

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2
below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
◉ Yes ○ No	◉ Yes ○ No	◉ Yes ○ No	29	CITY OF BOYNTON BTR#25-00016528 & BTR#25-00054347 PB COUNTY BTR#2020130783 & BTR#200323474

Technical Proposal - Item A - COMPANY ORGANIZATION / EXPERIENCE

Complete the Technical Proposal - Item A - Company Organization / Experience

Detail your response. Attachments may be submitted to further detail of your response and are to be labeled accordingly.

Technical Proposal - Item A	Response *
State the true, exact, correct, and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business. The correct name of the Proposer is:	Beck's Towing & Recovery, Inc.
The address of the principal place of business is:	410 NE 5th Ave, Boynton Beach, FL, 33435
Number of years the organization has been in business under the present business name. The minimum requirement is three (3) years.	29
Number of years the organization's business type has been in business with current ownership.	29
Number of Years Palm Beach County Operating Permit has been in place. Detail each year.	29
State the name of the individual who will have personal supervision/responsibility of the City of Boynton Beach account.	STEPHANIE BECK
Under what other former names has your organization operated?	N/A
Detail any Professional Recognition/Awards received by the organization during the past five years. Copies to be attached.	N/A
Detail if organization has currently in place an ongoing training / safety program. Copy of program manual table of contents to be attached as a minimum.	Drivers attend weekly safety & truck checks. Training is monthly.
Describe any litigation, arbitration, mediation or other proceeding whereby, during the past seven years, a court or any administrative agency has ruled against the firm in any manner related to its towing / storage activities. Include outcome and amount of settlement.	N/A
Detail any Palm Beach County Consumer Affair Cases and Palm Beach County Citations during the past seven years. Include outcome and amount of settlement.	N/A
Describe any current or pending litigation.	N/A
Describe any pending inquires not resolved with Palm Beach County Consumer Affairs, Towing Jurisdiction.	N/A
Proposer to make a statement if they have ever had a contract terminated for cause and detail date, entity/name of company during the past seven (7) years. Applies to Public contracts only.	N/A
If Proposer is a Corporation, answer the following: Date of Incorporation State of Incorporation President's Name Vice President's Name Secretary's Name Treasurer's Name Name and address of Registered Agent	INCORPORATED IN 1995 FLORIDA PRES:STEVEN E BECK VP:STEPHANIE BECK REG AGENT :STEPHANIE BECK 410 NE 5TH AVE , BOYNTON BEACH, FL 33435
If the Proposer is an Individual or Partnership, answer the following: Date of Incorporation State of Incorporation President's Name Vice President's Name Secretary's Name Treasurer's Name Name and address of Registered Agent	N/A
If Proposer is other than an Individual, Corporation, or Partnership, describe the organization type and give the name and address of the principals.	N/A
If Proposer is operating under a fictitious name, state such here and submit evidence of compliance with the Florida Fictitious Name Statute with the proposal.	N/A
Identify if Proposer has any interest in automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses, and shall acknowledge and list the specifics. IF NO, IDENTIFY AS SUCH.	Beck's does not have any interest in automotive or truck repair, paint and body, salvage, junkyard, or recycling businesses,
Describe and provide professional memberships to relevant national/state/local associations	Professional Wrecker Operators of Florida
Summarize the quality of the firm's support personnel and continuity of staff. Identify each employee that is either part of the management team, administrative staff, or driver/operator and provide the appropriate information for each that applies.	Drivers have a combined experience of 69 years. Donald Melvin-class A CDL, forklift certified, certified driver recovery for all Class A,B,C,D. accident mgmt. control, preventative maintenance mgr., Rollover recovery,29 years of towing experience with 25 years @ Beck's Merrick Mitchell-Class A CDL, forklift certified, lockout specialist, wheel lift & dollie specialist, certified for all towing class A,B,C,D. 5 years of towing experience with 3 years @ Beck's. Kyle Gruler -driver Class A & B 10 years of experience with 8 years @ Beck's. Stephanie Beck-VP Excel, Word, PowerPoint & QuickBooks proficient,30 years of dispatch experience, 20 years of office manger experience,29 years of employment @Beck's Sherie Stark -dispatcher Excel, Word, PowerPoint & QuickBooks proficient,5 years of dispatch experience, 10 years of office manager experience, 5 years of employment @ Beck's Ken Sons-dispatcher, Word & Excel proficient, 1 year of employment @ Beck's
Detail your office location address and hours of operation.	410 NE 5th Ave. Boynton Beach, Fl 33435 Monday-Friday 8am-6pm

Technical Proposal - Item B - QUALIFICATIONS AND EXPERIENCE OF INDIVIDUALS

Complete the **Technical Proposal - Item B - QUALIFICATIONS AND EXPERIENCE OF INDIVIDUALS**

Attachments may be submitted to further detail your response and should be labeled accordingly.

INDIVIDUAL QUALIFICATIONS/ EXPERIENCE SUMMARY

Identify each employee that is either part of the management team, administrative staff, or driver/operator and submit the appropriate information for each that applies. Supporting documentation is to be submitted as noted.

Note: Upon request, the City may require driver's license numbers

Name of Employee *	Management - Yes or No *	Title/Position in Organization *	Type of Work Performed *	Years of Experience with the Organization *	Total Yeas of Experience in Towing Industry *	For Drivers/Operators Only- Identify Driver's License Type *
Stephanie Beck	(•) Yes ( ) No	VP	Dispatching/call taking Driver manager Accounts payable/receivable Recovery supervisor Liaison for all accounts Impound lot inventory	29	29	n/a
Sherie Stark	(•) Yes ( ) No	Office manager	Accounts payable/Receiving Dispatching/call taking	5	5	n/a
Ken Sons	( ) Yes (•) No	Dispatcher	Dispatching/call taking	1	1	n/a
Donald Melvin	( ) Yes (•) No	Driver	Flatbed/wheel lift driver Forklift certified Rollover recovery Med/heavy-duty driver accident mgmt. control preventative maintenance mgr.	29	25	Class A CDL
Merrick Mitchell Jr	( ) Yes (•) No	Driver	Flatbed/wheel lift driver Forklift certified Rollover recovery Med/heavy duty driver Lockout specialist	3	5	Class A CDL
Jarred Stante	( ) Yes (•) No	Driver	Flatbed/wheel lift driver Forklift certified Rollover recovery Med/heavy-duty driver accident mgmt. control	25	20	Class A CDL
Kyle Gruler	( ) Yes (•) No	Driver	Flatbed/wheel lift driver Forklift certified Rollover recovery	10	8	Class E
n/a	( ) Yes (•) No	n/a	n/a	0	0	n/a
n/a	( ) Yes (•) No	n/a	n/a	0	0	n/a
n/a	( ) Yes (•) No	n/a	n/a	0	0	n/a

Technical Proposal - Item C - EQUIPMENT

Complete the **Technical Proposal - Item C - EQUIPMENT**

Attachments may be submitted to further detail your response and should be labeled accordingly.

Identify Equipment to verify the minimum equipment requirements are met and any additional equipment that is available in excess of the minimum requirements. The equipment listed shall not be subcontracted. All wrecker equipment listed shall have a current Palm Beach County Permit Decal at the time of RFP submittal to be considered.

Note:

Lowboy per minimum equipment eligibility requirement (Last Date Inspected by Palm Beach County column) please enter **N/A** and (Palm Beach County Decal #column) please enter **Not Applicable.**

Heavy Duty Truck Dollies (Last Date Inspected by Palm Beach County column) please enter **N/A** and (Palm Beach County Decal # column) please enter **Not Applicable.**

Motorcycle Trailer (Last Date Inspected by Palm Beach County) please enter **N/A** and (Palm Beach County Decal # column) please enter **Not Applicable.**

Vehicle Type (Type shall be as classified by Palm Beach County Inspection)	Description *	VIN Number *	Make/Model *	Year *	Last Date Inspected by Palm Beach County	Palm Beach County Decal #
Class A	CLASS A WHEEL LIFT & DOLLIES	1FDUF5GT8GEC47532	Ford F-550 super duty	2016	10/2024	25-060
Class A	CLASS B/C WRECKER	2NKHHN7X3CM325310	KENWORTH	2012	10/2024	25-062
Class A	CLASS B FLATBED	5PVNJ8JN9G4S52456	HINO	2016	10/2024	25-063
Class A	CLASS B FLATBED	1HTEUMML6NH595647	INTERNATIONAL	2022	10/2024	25-059
Class B	CLASS B FLATBED	3HAEUMML6NH595647	INTERNATIONAL	2023	10/2024	25-058
Class B	CLASS B FLATBED	5PVNJ7BS8P5T50192	HINO	2023	10/2024	25-057
Class C	n/a	n/a	n/a	n/a	n/a	NOT APPLICABLE
Class C	CLASS D WRECKER	5KKXAC0063PL89539	WESTERN STAR	2003	10/2024	25-061
Lowboy per minimum equipment eligibility requirement	JOINT LEASE UPON APPROVAL	JOINT LEASE UPON APPROVAL	JOINT LEASE UPON APPROVAL	JOINT LEASE UPON APPROVAL	JOINT LEASE UPON APPROVAL	JOINT LEASE UPON APPROVAL
Heavy Duty Truck Dollies	N/A	n/a	n/a	n/a	n/a	NOT APPLICABLE
Motorcycle Trailer	N/A	n/a	n/a	n/a	n/a	NOT APPLICABLE

Technical Proposal - Item C - EQUIPMENT - Additional Wrecker Vehicle Equipment

Complete the **Technical Proposal - Item C - EQUIPMENT - Additional Wrecker Vehicle Equipment**

Attachments may be submitted to further detail your response and should be labeled accordingly.

Identify Equipment to verify the minimum equipment requirements are met and any additional equipment that is available in excess of the minimum requirements. The equipment listed shall not be subcontracted. All wrecker equipment listed shall have a current Palm Beach County Permit Decal at the time of RFP submittal to be considered.

Additional Wrecker Vehicle Equipment (Identify Class for each or state other)	Description	VIN Number	Make/Model	Year	Last Date Inspected by Palm Beach County	Palm Beach County Decal #

Technical Proposal - Item C - EQUIPMENT - Detail Your Vehicle Maintenance Plan

Complete the **Technical Proposal - Item C - Detail Your Vehicle Maintenance Plan**

Detail Vehicle Plan	Plan Detail *
Detail Your Vehicle Maintenance Plan	Vehicle maintenance is checked daily.
Detail Your Vehicle Replacement Plan	Trucks are replaced on a need basis. Usually, every 10 years if not sooner.

Technical Proposal - Item D - AGENCIES FOR POLICE DIRECTED TOWS

Complete the Technical Proposal - Item D - Agencies for Police Directed Tows

Experience must be within the past five (5) years to be considered.

Name of Public Entity/Sheriff Agency *	Contact Person *	Phone Number *	Title *	Contract Award Dates - Start Date & End Date or Start & Currently under Contract *	Is this a Rotation Award? Yes or No *
PBSO ENFORCEABLE WRITS	AL CINQUE	561-644-6697	ENF. WRITS DEPT	JANUARY 2005 CURRENT CONTRACT	○ Yes ◉ No
LANTANA POLICE DEPT	SEAN SCHELLER	561-540-5710	CHIEF	MAY 2004 CURRENT CONTRACT	○ Yes ◉ No
PBSO	MARVIN HUBERT	561-601-9795	TOWING COORDINATOR	JUNE 1996 CURRENT CONTRACT	◉ Yes ○ No
N/A	N/A	N/A	N/A	N/A	○ Yes ◉ No
N/A	N/A	N/A	N/A	N/A	○ Yes ◉ No
N/A	N/A	N/A	N/A	N/A	○ Yes ◉ No
N/A	N/A	N/A	N/A	N/A	○ Yes ◉ No
N/A	N/A	N/A	N/A	N/A	○ Yes ◉ No
N/A	N/A	N/A	N/A	N/A	○ Yes ◉ No

Technical Proposal - Item E - RECORD KEEPING AND REPORTING

Complete the **Technical Proposal - Item E - RECORD KEEPING AND REPORTING**

Attachments may be submitted to further detail your response and should be labeled accordingly.

Detailed summary of the Company's record keeping and reporting.

Record Keeping & Reporting	Response *
Detailed Summary of the Company's Record Keeping and Reporting	With our dispatch program we can: 1.Accurately pinpoint our customers' locations with geolocation links sent via text message. No need to ask for landmarks, crossroads, or mile markers. 2.Reduce dispatch time with auto-recommended operator assignments based on proximity to the next job. 3.Document and preserve vehicle photographs on the job details to protect your business or provide to customer insurance companies. 4.Records are stored in our database that go back to the beginning of 2000 (when things went digital) Reports range from accounting, sales by driver, revenue, impound lot inventory, lien/sale notices, sales by account, etc.

Technical Proposal - Item F - TECHNICAL APPROACH

Complete the **Technical Proposal - Item F - TECHNICAL APPROACH**

Attachments may be submitted to further detail your response and should be labeled accordingly.

Provide detailed response for the Technical Proposal - Item F - Technical Approach

Item F - Technical Approach	Detailed Response *
Describe the range of towing and related services performed by your firm and your implementation plan for this contract. This section must address dispatch, clean-up, working with the officer at the scene, and any internal procedures that are necessary to provide quality assurance with the requirements of the contract.	Beck's utilizes a dispatch program called Dispatch Anywhere by Traxero that is internet-based. This program allows for real-time call logging and quick dispatching to the driver of the call. All police ETA's are within 30 minutes. Each tow truck is equipped with GPS tracking. Upon arriving on the scene, the driver will meet with the officer to ensure the safest & quickest way to clear the scene. All drivers are trained in accident management (clean-up, proper loading of vehicles & safety per DOT regulations). Any issues or complaints are handled internally & swiftly. We currently provide a 24/7 operation. No additional staff is required. Beck's runs a full office staff for the hours of operation that are mandated by the Palm Beach County Towing Ordinance. After-hours dispatch is answered by Stephanie Beck,24/7 Monday through Friday. Weekend dispatch is answered by either a driver, Ken Sons, or Sherie Stark. Communication is implemented by a computer-based program directly used by all Beck's dispatchers & drivers.
Describe your ability to have available staff 24/7 to adhere to the requirements of the contract or if you will need to hire additional staff in the event that you are awarded the contract.	We currently provide a 24/7 operation. No additional staff is required.
Describe your communication systems and ability to adhere to the minimum qualification requirements of 24/7 telephone number answered by an individual employed by the Contractor and have two-way radio communication from Contractors base station to their service trucks.	Drivers all utilize an app called dispatch anywhere that is connected to our main system that automatically dispatches call once call taker inputs
Detail phone number to be used for 24/7 service / dispatch.	561-369-1096 MAIN LINE 561-400-3220 BACKUP LINE

References

Provide a list of three (3) Florida public agencies references for similar towing and storage services for which the Proposer has completed or are in progress within the last ten (10) years with the following information: 1) Name of Agency, 2) Name of Project, 3) Address and 4) Contact Name, Email Address, and Telephone Number.

The City is interested in learning of other firms' or government agencies' experiences with your firm; as such, **please do not list the City of Boynton as a reference.**

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

***Note the City will not attempt to correct any of the supplied contact information, it is the responsibility of the Proposer to supply correct reference contact information.**

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Name of Agency	PBSO-ENFORCEABLE WRITS	LANTANA POLICE DEPT	PBSO
Name of Contract/Project	NA	NA	NA
Contract/Project Dates	CURRENT CONTRACT SINCE JAN. 2005	CURRENT CONTRACT SINCE MAY 2004	CURRENT CONTRACT SINCE JUNE 1998
Address	205 N. Dixie Highway, Room 1.1100 Juvenile Building / Enforceable Writs West Palm Beach, FL33406	901 N 8TH ST LANTANA, FL 33462	3228 GUN CLUB RD , WEST PALM BEACH, FL 33406
Name of Contact	AL CINQUE	SEAN SCHELLER	MARVIN HUBERT
Email Address	NA	NA	HUBERTM@PBSO.ORG
Telephone Number	561-644-6697	561-540-5710	561-601-9795

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.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. If not applicable or if no-subconsultants will be used in the performance of this Work, write "Not-Applicable" or "NONE" across the form.

Line Item	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1	NA	NA	NA	NA	NA
2	NA	NA	NA	NA	NA
3	NA	NA	NA	NA	NA
4	NA	NA	NA	NA	NA

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.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- Proposer's Qualification Statement, and W-9 - img20241127_15185422.pdf - Wednesday November 27, 2024 15:22:12
- Anti-Kickback Affidavit - img20241127_15231521.pdf - Wednesday November 27, 2024 15:24:13
- Non-Collusion Affidavit of Proposer - img20241127_15252993.pdf - Wednesday November 27, 2024 15:26:00
- Certification Pursuant to Florida Statute § 287.135 - img20241127_15272452.pdf - Wednesday November 27, 2024 15:27:56
- Florida Professional Licenses, including evidence of required licenses and business permits, Operating Permits - img20241127_16115011.pdf - Wednesday November 27, 2024 16:13:21
- E-Verify Form Under Section § 448.095 Florida Statutes - img20241127_15291676.pdf - Wednesday November 27, 2024 15:30:05
- Affidavit of Compliance with Foreign Entity Laws & Affidavit of Compliance with Anti-Human Trafficking Laws - img20241127_15490341.pdf - Wednesday November 27, 2024 15:50:13
- Equipment Requirements & Storage Requirements - img20241127_16071354.pdf - Wednesday November 27, 2024 16:08:03
- Technical Proposal - Item E - Record Keeping and Reporting Samples - img20241127_15563185.pdf - Wednesday November 27, 2024 15:57:33
- Proof of Ownership or Lease Agreement - img20241127_15532546.pdf - Wednesday November 27, 2024 15:54:19
- Additional Document - img20241127_15592609.pdf - Wednesday November 27, 2024 16:01:25

SPECIAL TERMS AND CONDITIONS

BACKGROUND:

The City of Boynton Beach serves an area of approximately 16.5 square miles with a population of approximately 80,000. The City provides services to its citizens in many areas, such as law enforcement, emergency medical services, fire control, water and sewer, library services, refuse collection, a municipal golf course, and various park sites and recreational services. The City was incorporated in 1920 and has operated under a Commission-Manager form of government (the City employs some 844 full-time and 41 part-time employees; it had total assets of almost $589 million and revenues of over $232 million for the fiscal year that ended September 30, 2023.

PURPOSE:

The City of Boynton Beach is seeking proposals from qualified firms with substantial experience and capabilities to provide towing, storage, and disposal of abandoned, unregistered, and junked vehicles, trailers, and boats at the request of the City Police Department, Code Enforcement Department, Parks & Recreation Department, or other City Department(s) as may be designated by the City from time to time.

Pursuant to Florida Statute Section 715.07, any vehicle or vessel towed or removed from the City of Boynton Beach must be stored at a site within ten (10) mile radius of the point of removal. The City intends to contract only with qualified firms with storage sites located within Palm Beach County and within ten (10) miles of the City police jurisdiction. Other due to statutory and jurisdictional restrictions.

Palm Beach County Towing Rates:

See Exhibit A for current Palm Beach County Maximum Non-Consent Towing & Immobilization Rates that are applicable to this RFP and awarded Contractor. The City and awarded Contractor shall remain consistent with the Palm Beach County Towing Rates, which may be amended from time to time.

Firms to be considered for this Request for Proposal must have a base of operation and auto storage facility located within the City's Police Jurisdiction and must provide proof of ownership or lease agreement for the storage facilities with the proposal response. The storage facility and base of operation must be in Palm Beach County.

Disposal of vehicles shall be in accordance with all applicable Environmental, Federal, State, and local laws, regulations, statutes, and ordinances. Storage of vehicles shall be in accordance with all Department of Motor Vehicles rules and regulations, as outlined in the Florida Statutes, regarding storage or impound of vehicles and/or abandoned vehicles on any street, highway, public or private property.

Contractor has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, and grade of service required.

Contractor proposes to deliver the service in accordance with the specifications for "TOWING AND STORAGE SERVICES"

Palm Beach County Towing Rates:

See Exhibit "C" for the current Palm Beach County Maximum Non-Consent Towing and Immobilization Rates that are applicable to this RFP and awarded Contractor. The City and awarded Contractor shall remain consistent with the Palm Beach County Towing Rates, which may be amended from time-to-time.

ELIGIBILITY REQUIREMENTS / QUALIFICATIONS:

Proposals will be considered from qualified firms or individuals whose experience includes successful work on similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

Contractor shall meet or exceed the requirements identified herein in order to be considered for evaluation by the City of Boynton Beach. Failure to meet any of the requirements will result in the RFP response being considered non-responsive and will not be considered.

Contractor must be regularly engaged in the towing business and shall have operated under the name used for this proposal for a minimum of three (3) years and shall have obtained an operating permit from Palm Beach County for a minimum of one year. One-year time frame shall be calculated from RFP closing date. Business interests in automotive/truck repairs, paint and body, salvage, junkyard, or recycling business must be disclosed.

Contractor is responsible for meeting the minimum eligibility requirements during the entire term of the contract. Failure to maintain minimum eligibility requirements constitutes material default under the terms of the agreement and will, at the option of the City result in termination of the agreement.

Contractor shall operate and maintain a business office within the City and possess an appropriate Business Tax License.

Contractor shall not be delinquent in any amounts due to the City, including money owed to the City from previous franchise agreements.

The Bidder hereby acknowledges and agrees:

1. To provide all goods, services, and construction, as more specifically set out and in accordance with the solicitation, including but not limited to the scope of work, specifications, drawings, Addenda (if issued by the Owner), the terms and conditions, etc. stated therein, which are expressly acknowledged and made part of this Contract.

2. This Bid is made without any connections, knowledge, comparison of figures, or arrangements with any other company, firm, or person making a Bid for the same Work and is in all respects fair and without collusion or fraud.

3. I/WE do hereby Bid and offer to enter into a Contract to do all the Work as specified in the solicitation which shall include all costs but not limited to; freight, duty, currency, etc. in accordance with the prices and terms as submitted by the Bidder herein.

4. If I/WE withdraw this Bid before the formal Contract is executed by the Awarded Bidder for the said Work or One Hundred Twenty (120) Calendar Days, whichever event first occurs, the amount of the Bid Bond accompanying this Bid (if applicable to this bid) shall be forfeited to the Owner.

5. I/WE acknowledge and agree that any issued Addendum/Addenda forms part of the solicitation.

6. I/WE (including any related or affiliated entities and any principal thereof) have no unresolved litigation with the Owner.

Palm Beach County Inspector General Acknowledgement

The Consultant 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 this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Confirmation of Drug Free Workplace

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal 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 submittals 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.

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.

Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, 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 5 days after such conviction.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - STEPHANIE BECK, VP, BECK'S TOWING & RECOVERY 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
Addendum NO. 2 - Towing and Storage Services Wed December 4 2024 09:08 AM	☑	3
Addendum No. 1 - Towing and Storage Services Tue November 26 2024 09:10 AM	☑	68

PROPOSER'S QUALIFICATION STATEMENT
TOWING AND STORAGE SERVICES

RFP No.: PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

Submitted By:
Name: Stephanie Beck Becks Towing + Recovery Inc.
Address: 410 NE 5th Ave
City, State, Zip: Boynton Beach FL 33435
Telephone No.: 561 369 1016
Email Address: BeckstowingAOL.com

Check One	
Corporation	✓
Partnership	
Individual	
Other	

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:
   Becks Towing + Recovery Inc.

   The address of the principal place of business is:
   410 NE 5th Ave.
   Boynton Beach, FL 33435

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: 1995
   b. State of Incorporation: Florida
   c. President's name: Steven E. Beck
   d. Vice President's name: Stephanie Beck
   e. Secretary's name: n/a
   f. Treasurer's name: n/a
   g. Name and address of Resident Agent: Stephanie Beck
      410 NE 5th ave Boynton Bch FL 33435

3. If Proposer is an individual or a partnership, answer the following:

   a. Date of organization: n/A
   b. Name, address, and ownership units of all partners:

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

c. State whether general or limited partnership: N/A

4. If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of the principals:

N/A

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

N/A

6. How many years has your organization been in business under its present business name?

29 years

Under what other former names has your organization operated?

N/A

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFQ, RFP, or BID. Please attach certificate of competency and/or state registration.

Towing operating permit TP 5C1

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES [✓] NO [ ]

9. Have you ever failed to complete any work awarded to you? If so, state when, where and why:

NO.

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)

Stephanie Beck - VP
Donald Melvin - Driver manager
Sheri Stone - office manager

11. State the name of the individual who will have personal supervision of the work:

Stephanie Beck

12. State the name and address of attorney, if any, for the business of the Proposer:

Carl Cascio 525 NE 3rd Ave Delray Bch FL 33444

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13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:

N/A

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:

N/A

15. State the name of Surety Company which will be providing the bond (if applicable), and name and address of agent:

N/A

18. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	3
b.	Non-Governmental Related Work	2
	Total Work (a +b):	5

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

19. Bank References:

Bank	**Address**	**Telephone**
Seacoast Bank	3717 Boynton Beach Blvd, Bb Fl 33436	561.369 7773

20. Provide a description of policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

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Stephanie Pece controls + monitors all calls and drivers along with budget, through auce books. Drivers are monitored with GPS.

21. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

all calls are dispatched through an internet based company. Drivers are assigned calls, dispatch checks all invoices, driver manager keeps track of maintenance

24. What will be your turnaround time for written responses to City inquiries?

24 hrs

25. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

N/A

26. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

N/A

27. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers or predecessors' organization(s) were defendants.

N/A

28. Has the Proposer, its principals, officers or predecessors' organization(s) been Convicted of a Public Entity Crime, debarred or suspended from bidding by any government during the last five (5) years? If so, provide details.

N/A NO -

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The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

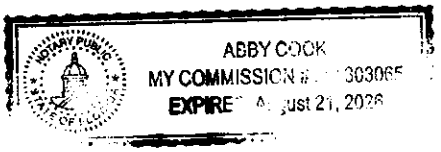
(Signed) Stephanie Beck

(Title) VP

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing document was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 25 day of Nov, 2024 by Stephanie Beck as VP of Beck's Twins who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 25 day of Nov., 2024



Notary Public (Signature)

My Commission Expires: 8/21/26

"OFFICIAL NOTARY SEAL" STAMP



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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

BECK'S TOWING & RECOVERY INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

410 NE 5TH AVE

Requester's name and address (optional)

6 City, state, and ZIP code

BOYNTON BEACH FL 33435

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

6	5	–	0	6	5	3	5	8	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** ▶ Stephanie Beck **Date** ▶ 11/25/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ANTI-KICKBACK AFFIDAVIT
TOWING AND STORAGE SERVICES

RFP No.: PD25-015

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: Stephanie Beck
NAME - SIGNATURE

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing document was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 1 day of November, 2024 by Stephanie Beck, as VP of Becks Towing who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this 1 day of NOV, 2024

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

Abby Cook
NOTARY PUBLIC, State of Florida
at Large

"OFFICIAL NOTARY SEAL" STAMP

Printed Information:

Stephanie Beck
NAME

VP
TITLE

Becks Towing + Recovery Inc.
COMPANY

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ANTI-KICKBACK AFFIDAVIT
TOWING AND STORAGE SERVICES

RFP No.: PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)
County of Palm Beach)

_____, being first duly sworn, deposes and says that:

1) He/She is VP of Becks Towing & Recovery, Inc. the proposer that
(Title) (Name of Corporation or Integrator)
has submitted the attached RFQ, RFP, or 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) Said RFQ, RFP, or BID is genuine and is not a collusive or sham RFQ, RFP, or BID;

4) Further, the said proposer 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 proposer, integrator or person to submit a collusive or sham RFQ, RFP, or BID in connection with the Contract for which the attached RFQ, RFP, or 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 proposer, integrator or person to fix the price or prices in the attached RFQ, RFP, or BID or of any other proposer, or to fix any overhead, profit or cost element of the RFQ, RFP, or BID price or the RFQ, RFP, or BID price of any 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 proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) VENDOR 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 VENDOR'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 VENDOR, or if they otherwise stand to personally gain if the contract is awarded to this VENDOR.

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall

interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR 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
n/a	n/a

Witnesses:

Typed name: Donald Melvin Mitchell

Typed name: Merica Mitchell

VENDOR:

Signed: Stephanie J Beck

Name: Stephanie Beck

Title: VP

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7 day of Nov., 2024 by Stephanie Beck, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 7 day of Nov., 2024

Notary Public (Signature)

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

My Commission Expires: 8/21/26

(Signed) Stephanie J Beck

(Title) VP

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ANTI-KICKBACK AFFIDAVIT
TOWING AND STORAGE SERVICES

RFP No.: PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

I, Stephanie Beck (VP), on behalf of Becks Towing & Rec. Inc certify
Print Name and Title Company Name

that Becks Towing + Rec. 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.

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Beck's Towing & Recovery Inc.
COMPANY NAME

Stephanie Beck
SIGNATURE

Stephanie Beck
PRINT NAME

VP
TITLE

11/7/24
DATE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7 day of Nov., 2024 by Stephanie Beck, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 7 day of November, 2024

Abby Cook
Notary Public (Signature)

8/21/26
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2025

Business Control Number: 0015576
Date Issued: 07/31/24

Business Name: Beck's Towing & Recovery Inc.
Business Location: 410 Ne 5th Ave

Any changes in name, address, suite, ownership, nature of business, etc. will require a new application.

25-00054347	493110	GENERAL WAREHOUSE/STORAGE	

City of Boynton Beach
100 E. Ocean Ave. • Boynton Beach, FL 33435-0190

City of Boynton Beach Certificate of Use/Business Tax Receipt

Expires on September 30, 2025

Business Control Number: 0015576
Date Issued: 07/31/24

Business Name: Beck's Towing & Recovery Inc.
Business Location: 410 Ne 5th Ave

Any changes in name, address, suite, ownership, nature of business, etc. will require a new application.

25-00016528	488410	WRECKER/TOWING SERVICE	5 WRECKERS.

City of Boynton Beach
100 E. Ocean Ave. • Boynton Beach, FL 33435-0190

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3832

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
STORAGE	BECK STEVE E		B24.616126 07/03/2024	$33.00	B40164830

This document is valid only when receipted by the Tax Collector's Office.

BECKS TOWING AND RECOVERY INC
BECKS TOWING AND RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH FL 33435-3872

2 - 205

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2020130783
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3832

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
TOWING SERVICE	BECK STEVE E		B24.615481 07/03/2024	$33.00	B40107291

This document is valid only when receipted by the Tax Collector's Office.

BECKS TOWING AND RECOVERY INC
BECKS TOWING AND RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH FL 33435-3872

STATE OF FLORIDA
PALM BEACH COUNTY
2024 / 2025 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200323474
EXPIRES: 09/30/2025

This receipt MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of BECK'S TOWING & RECOVERY, INC., a Florida corporation, filed on February 29, 1996, as shown by the records of this office.

The document number of this corporation is P96000019440.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this the Fourth day of March, 1996

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2EO22 (2-95)

Issue Date: October 11, 2024

Expiration Date: December 31, 2025

2025

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
CONSUMER AFFAIRS DIVISION
50 South Military Trail, #201
West Palm Beach, FL 33415
(561) 712-6600 (Main Office)
Boca/Delray and Glades Toll Free 1-(888) 852-7362
FAX (561) 712-6610
Website: www.pbcgov.com/consumer

Towing Business Operating Permit- formerly 2010-001 PBC#TP59

Issued to:

Beck's Towing & Recovery, Inc.

d/b/a: Beck's Towing & Recovery, Inc.
410 NE 5th Ave
Boynton Beach, FL 33435
Steven Beck, President

Beck's Towing & Recovery, Inc.

is hereby issued a Towing Operating Permit in Palm Beach County, Florida, in accordance with Palm Beach County Towing Ordinance 2010-001.

This permit is not transferable and may be suspended or revoked as provided by law.

Director, Palm Beach County Public Safety Department

NOTARY I.D. NO.
999691

COMMISSION NO.
HH 350453

STATE OF FLORIDA

Executive Department

I, Ron DeSantis, Governor of Florida, by virtue of the authority vested in me
by the Constitution and Laws of this State,
do hereby commission

Stephanie L. Beck

to be

NOTARY PUBLIC

in and for the State of Florida
from March 28, 2023 through March 27, 2027 and in the
Name of the People of the State of Florida to have, hold and exercise the said office and
all the powers and responsibilities appertaining thereto, and to receive the privileges
and emoluments thereof in accordance with the law,
In Testimony Whereof, I do hereunto set my hand and cause to be affixed the
Great Seal of the State, Tallahassee, Florida.

Governor

NPU

Secretary of State

376

INCORPORATED 1977
UNDER THE LAWS OF THE STATE OF FLORIDA

Professional Wrecker Operators of Florida, Inc.

MEMBERSHIP CERTIFICATE

2024 - 2025

This is to certify that BECK'S TOWING & TRANSPORT

is a member of Professional Wrecker Operators of Florida, Incorporated, and as such is entitled to all the rights, privileges and co-operation afforded by the Association

this 10TH ***day of*** AUGUST, 2024.

President

PWOF
Professional Wrecker Operators of Florida, Inc.

Executive Director

ANTI-KICKBACK AFFIDAVIT
TOWING AND STORAGE SERVICES

RFP No.: PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **TOWING AND STORAGE SERVICES**

Solicitation No.: **PD25-015**

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. "Subcontractor" includes, but is not limited to, a sub-consultant.

"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 contractor 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.

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

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:	Beck's Towing + Recovery Inc
Authorized Signature:	Stephanie Beck
Print Name:	Stephanie Beck
Title	VP
Date:	11/7/24
Phone:	561 369 1096

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 1 day of Nov, 2024, by Stephanie Beck on behalf of Becks Towing. He/she is personally known to me or has produced _____ as identification.

Abby Cook
NOTARY PUBLIC

Abby Cook
(Name of Notary Typed, Printed or Stamped)

Title or Rank

HH 303065
Serial number, if any

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
TOWING AND STORAGE SERVICES

RFP No.: PD25-015

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: November 7, 2024

Entity: Becks Towing + Recovery Inc

Signed: Stephanie J Beck

Name: Stephanie Beck

Title: VP

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 1 day of Nov, 2024 by Stephanie Beck, as VP for Becks Towing, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Abby Cook

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

My commission expires: 8/21/26

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
TOWING AND STORAGE SERVICES

RFP No.: PD25-015

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: ____November 7_____, 2024__ Signed: Stephanie J Beck

Entity: Beck's Towing & Recovery, Inc Name: Stephanie Beck

Title: VP

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this __7__ day of _November_____, 2024___, by Stephanie Beck, as VP for Becks Towing, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Abby Cook State of Florida at Large (Seal)

Print Name: Abby Cook

My commission expires: 8/21/26

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Item C

VEHICLE SCHEDULE

Insured: Beck's Towing & Recovery Inc.

Policy Term: 08/03/2024 To 08/03/2025

Vehicle Information

	YEAR	MAKE	MODEL	COMPRE-HENSIVE	COLLISION	ON HOOK & CARGO	VEHICLE I.D.
Class D	2003	Western Star	Wrecker	1000	1000	$150,000	5KKXAC0063PL89539
C	2012	Kenworth	Wrecker	1000	1000	$150,000	2NKHHN7X3CM325310
B	2016	Hino	Flatbed	1000	1000	$150,000	5PVNJ8JN9G4S52456
A	2016	Ford	Wheel Lift	1000	1000	$150,000	1FDUF5GT8GEC47532
B	2022	International	Flatbed	1000	1000	$150,000	1HTEUMML6NH595647
B	2023	International	Flatbed	1000	1000	$150,000	3HAEUMMLXPL044439
B	2023	Hino	Flatbed	1000	1000	$150,000	5PVNJ7BS8P5T50192

CRIME SCENE STORAGE FACILITY

Vehicles that are marked "HOLD" will be stored at the following locations:

OUTSIDE HOLD VEHICLES:

410 NE 5TH AVENUE
BOYNTON BEACH, FL 33435

INSIDE HOLD VEHICLES:

→ SHORT TERM HOLD - 5 DAYS OR LESS:

410 NE 5TH AVENUE
BOYNTON BEACH, FL 33435

→ LONG TERM HOLD - 5 DAYS OR MORE:

1600 SW 30TH AVENUE, BAY #8
BOYNTON BEACH, FL 33426

Beck's Towing & Recovery, Inc.

Storage Location 1	
Name on Building	Beck's Towing & Recovery, Inc.
Address	410 N.E. 6th Ave. Boynton Beach, FL 33435
Phone No. / Fax No.	561-369-1096 Fax 561-369-0698
Number of Inside Storage Spaces	10
Number of Outside Storage Spaces	100

Storage Location 2	
Name on Building	Beck's Towing & Recovery, Inc.
Address	1500 S.W. 30th Ave. #8, Boynton Beach, FL 33426
Phone No. / Fax No.	561-369-1096 Fax 561-369-0698
Number of Inside Storage Spaces	5
Number of Outside Storage Spaces	0

Storage Location 3	
Name on Building	
Address	
Phone No. / Fax No.	
Number of Inside Storage Spaces	
Number of Outside Storage Spaces	

* Crime Scene Storage Facility – For vehicles marked "HOLD" required to be in Palm Beach County and within a 10-mile radius of the City of Boynton Beach Police Department. Detail which inside storage location would be used. Detail which outside storage location would be used.

Total Number of Inside Storage	15
Total Number of Outside Storage	100

Detail the Security Equipment & other Measures put in place to exceed the Palm Beach County Towing Ordinance minimum storage requirements	*8' Fence with 2" barbed wire *Security Cameras *Security Lighting

TL12

FLORIDA VEHICLE REGISTRATION

CO/AGY 6 / 4 T# 2040826945
B# 16207704

PLATE **E8354E** DECAL **18140369** Expires **Midnight Wed 12/31/2025**

YR/MK	**2022/TNL**	BODY	**TT**	COLOR	**WHI**	Reg. Tax	270.10	Class Code	41
VIN	**1HTEUMML8NH595647**			TITLE	**143041502**	Init. Reg.		Tax Months	12
Plate Type	**RUR**	NET WT	**9109**	GVW	**25500**	County Fee	3.00	Back Tax Mos	0
						Mail Fee	0.95	Credit Class	
DL/FEID	-					Sales Tax		Credit Months	0
Date Issued	**11/7/2024**	Plate Issued	**6/16/2021**			Voluntary Fees			
						Grand Total	274.05		

BECKS TOWING & RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3872

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RUR - GVW WRECKER

TK15

FLORIDA VEHICLE REGISTRATION

CO/AGY 6 / 4 T# 2040677177
B# 16206230

PLATE **E7311D** DECAL **18121502** Expires **Midnight Wed 12/31/2025**

YR/MK	**2023/INTL**	BODY	**TT**	COLOR	**WHI**	Reg. Tax	270.10	Class Code	41
VIN	**3HAEUMMLXPL044439**			TITLE	**147771982**	Init. Reg.		Tax Months	12
Plate Type	**RUR**	NET WT	**9518**	GVW	**25900**	County Fee	3.00	Back Tax Mos	0
						Mail Fee	0.95	Credit Class	
DL/FEID	**650653585-02**					Sales Tax		Credit Months	0
Date Issued	**11/7/2024**	Plate Issued	**9/4/2015**			Voluntary Fees			
						Grand Total	274.05		

BECKS TOWING & RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3872

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
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4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RUR - GVW WRECKER

TK 1

FLORIDA VEHICLE REGISTRATION

CO/AGY 6 / 4 T# 2040677109
B# 16206229

PLATE **E9079C** DECAL **18121495** Expires **Midnight Wed 12/31/2025**

YR/MK	**2016/HINO**	BODY	**TT**	COLOR	**WHI**	Reg. Tax	270.10	Class Code	41
VIN	**5PVNJ8JN9G4852456**			TITLE	**123412604**	Init. Reg.		Tax Months	12
Plate Type	**RUR**	NET WT	**9840**	GVW	**25500**	County Fee	3.00	Back Tax Mos	0
						Mail Fee	0.95	Credit Class	
DL/FEID	**650653585-02**					Sales Tax		Credit Months	0
Date Issued	**11/7/2024**	Plate Issued	**11/19/2015**			Voluntary Fees			
						Grand Total	274.05		

BECKS TOWING & RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3872

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
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4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RUR - GVW WRECKER

FLORIDA VEHICLE REGISTRATION TK20

B# 374696

PLATE **D8127B** DECAL **10251289** Expires **Midnight Mon 6/30/2025**

YR/MK	**2003/WSTR**	BODY	**TT**	COLOR	**BLK**	Reg. Tax	50.10	Class Code	92
VIN	**5KKXAC0063PL89539**			TITLE	**92261980**	Init. Reg.		Tax Months	12
Plate Type	**RTR**	NET WT	**16800**			County Fee	3.00	Back Tax Mos	
						Mail Fee	0.90	Credit Class	
DL/FEID	**650663685-02**					Sales Tax		Credit Months	
Date Issued	**5/15/2024**	Plate Issued	**5/25/2018**			Voluntary Fees			
						Grand Total	54.00		

BECKS TOWING & RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3872

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RTR - REGULAR WRECKER

FLORIDA VEHICLE REGISTRATION TK3

CO/AGY 6 / 9 T# 2044409851
B# 395273

PLATE **E0442D** DECAL **18548157** Expires **Midnight Wed 12/31/2025**

YR/MK	**2012/KW**	BODY	**TT**	COLOR	**WHI**	Reg. Tax	343.10	Class Code	41
VIN	**2NKHHN7X3CM325310**			TITLE	**115373774**	Init. Reg.		Tax Months	12
Plate Type	**RUR**	NET WT	**10685**	GVW	**33000**	County Fee	3.00	Back Tax Mos	
						Mail Fee	0.95	Credit Class	
DL/FEID	**650663685-02**					Sales Tax		Credit Months	
Date Issued	**11/15/2024**	Plate Issued	**11/27/2017**			Voluntary Fees			
						Grand Total	347.05		

BECKS TOWING & RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3872

IMPORTANT INFORMATION

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5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RUR - GVW WRECKER

FLORIDA VEHICLE REGISTRATION TK22

CO/AGY 6 / 4 T# 1961266617
B# 15855816

PLATE **D3311C** DECAL **09926221** Expires **Midnight Mon 06/30/2025**

YR/MK	**2016/FORD**	BODY	**TT**	COLOR	**WHI**	Reg. Tax	50.10	Class Code	92
VIN	**1FDUF5GT8GEC47532**			TITLE	**123522739**	Init. Reg.		Tax Months	12
Plate Type	**RTR**	NET WT	**7189**	GVW	**18000**	County Fee	3.00	Back Tax Mos	0
						Mail Fee	0.90	Credit Class	
DL/FEID	**650653585-02**					Sales Tax		Credit Months	0
Date Issued	**5/8/2024**	Plate Issued	**6/16/2016**			Voluntary Fees			
						Grand Total	54.00		

BECKS TOWING & RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3872

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
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3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RTR - REGULAR WRECKER

FLORIDA VEHICLE REGISTRATION TK9

CO/AGY 6 / 9 T# 2044409117
B# 395272

PLATE **BJ21AX** DECAL **18548073** Expires **Midnight Wed 12/31/2025**

YR/MK	**2023/HINO**	BODY	**TT**	COLOR	**WHI**	Reg. Tax	343.10	Class Code	41
VIN	**5PVNJ7BS8P5T50192**			TITLE	**154017262**	Init. Reg.		Tax Months	12
Plate Type	**RUR**	NET WT	**13500**	GVW	**29500**	County Fee	3.00	Back Tax Mos	
						Mail Fee	0.95	Credit Class	
DL/FEID	**650653585-02**					Sales Tax		Credit Months	
Date Issued	**11/15/2024**	Plate Issued	**3/5/2024**			Voluntary Fees			
						Grand Total	347.05		

BECKS TOWING & RECOVERY INC
410 NE 5TH AVE
BOYNTON BEACH, FL 33435-3872

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
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4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RUR - GVW WRECKER

Billing Summary Report

Item E

Beck's Towing & Recovery, Inc.
410 N.E. 5th Ave.
Boynton Beach, FL 33435

Period: **1/1/2024** through **11/7/2024**

CITY OF BOYNTON BEACH

Invoice		P.O.	Ticket	Pick-up Location	Destination	Vehicle	Amount
85095-1	1/11/2024	CASE#24-001332	85095	qwik stop 3001 N Seacrest Blvd Boynton Beach FL	BPD 2100 High Ridge Rd Boynton Beach FL	2015 HONDA CR-V LX	$192.00
85377-1	1/24/2024	CITY SHOP	85377	222 NE 9th Ave Boynton Beach FL	RIVA MOTORSPORTS 3801 N Dixie Hwy Deerfield Beach FL	TRAILER JET SKI &	$165.00
84545-1	1/26/2024	CITY SHOP	84545	222 NE 9th Ave Boynton Beach FL	FLORIDA DETROIT DIESEL 2277 NW 14th St Miami FL	2009 SUTPHEN	$750.00
85487-1	1/27/2024	CASE#24-2065	85487	3265 Orange St Boynton Beach FL	BPD FL	2016 TOYOTA COROLLA L/LE/S SERIES	$192.00
85422-1	2/6/2024	CITY SHOP	85422	Riva Motorsports 3801 N Dixie Hwy Deerfield Beach FL	CITY SHOP	TRAILER JET SKI &	$165.00
85673-1	2/16/2024	CITY SHOP	85673	222 NE 9th Ave Boynton Beach FL	BROWARD MOTORSPORTS 2300 Okeechobee Blvd West Palm Beach FL	TRAILER JET SKI &	$125.00
85683-1	2/21/2024	CITY SHOP	85683	Broward Motorsports Bicycles Palm Beach 2300 Okeechobee Blvd West Palm Beach FL	CITY SHOP 222 NE 9th Ave Boynton Beach FL	TRAILER JET SKI &	$125.00
85955-1	3/20/2024	CITY SHOP	85955	National Collision Center 5425 NW 9th Ave Fort Lauderdale FL	CITY SHOP 222 NE 9th Ave Boynton Beach FL	2015 FORD F350 SUPER DUTY	$210.00
86367-1	3/31/2024	CASE#24-5110	86367	5112 Cedar Lake Rd Boynton Beach FL	BPD 2100 High Ridge Rd Boynton Beach FL	2021 MERCEDES-BENZ CLA AMG 35 4MATIC	$229.50
86201-1	4/11/2024	CITY SHOP	86201	1187 Periwinkle Pl Wellington FL	CITY SHOP 222 NE 9th Ave Boynton Beach FL	2017 FORD EXPLORER POLICE INTERCEPT	$180.00
85845-1	5/17/2024	CITY SHOP	85845	222 NE 9th Ave Boynton Beach FL	NATIONAL COLLISION & TRUCK CENTER 5425 Powerline Rd Fort Lauderdale FL	2022 INTERNATIONAL MV607	$250.00

CITY OF BOYNTON BEACH

Invoice		P.O.	Ticket	Pick-up Location	Destination	Vehicle	Amount
86902-1	5/22/2024	RELOCATE FOR CITY PARTY	86902	222 NE 9th Ave Boynton Beach FL	RELOCATE DUE TO CITY PARTY	ISUZU NPR	$150.00
86903-1	5/22/2024	RELOCATE FOR CITY PARTY	86903	222 NE 9th Ave Boynton Beach FL	RELOCATE DUE TO CITY PARTY	2009 INTERNATIONAL 4000 SERIES 4300	$150.00
86711-1	5/24/2024	CASE#	86711	Boynton PoLICE STATION 2100 High Ridge Rd Boynton Beach FL	NO CHARGE-BOYNTON 222 NE 9th Ave Boynton Beach FL	2019 FORD EXPLORER POLICE INTERCEPT	$75.00
86905-1	6/7/2024	RELOCATE ON CITY PROPERTY	86905	222 NE 9th Ave Boynton Beach FL	RELOCATE	2019 FREIGHTLINER M2 106 MEDIUM DUTY	$150.00
85746-1	6/21/2024		85746	222 NE 9th Ave Boynton Beach FL	GENERAL GMC 360 N Military Trail West Palm Beach FL	2022 AUTOCAR LLC. XPEDITOR	$350.00
24-09807-1	7/3/2024	BPD OFFICER HICKMAN	24-09807	222 SW Starfish Ave Port St Lucie FL	T/C Boynton Beach FL	2023 FORD EXPLORER POLICE INTERCEPT	$450.00
87567-1	8/25/2024		87567	Boynton Beach Community High School 4975 Park Ridge Blvd Boynton Beach FL	J/S	Hummer	$50.00
87789-1	9/7/2024	CASE#24-12788	87789	2491 NW 1st St Boynton Beach FL	BOYNTON BEACH POLICE DEPT. 2100 HIGH RIDGE RD BOYNTON BEACH FL	2019 MERCEDES-BENZ S 560	$199.50
87614-1	9/23/2024		87614	4402 Martinique Ct Coconut Creek FL	CITY SHOP 222 NE 9th Ave Boynton Beach FL	2018 FORD EXPLORER POLICE INTERCEPT	$202.50
87853-1	9/27/2024		87853	201 E Sample Rd Deerfield Beach FL	T/C	2021 FORD EXPLORER POLICE INTERCEPT	$277.50
87935-1	9/29/2024		87935	1108 Green Pine Blvd West Palm Beach FL	2100 High Ridge Rd Boynton Beach FL	2023 FORD EXPLORER POLICE INTERCEPT	$202.50
87937-1	9/30/2024		87937	City Shop 222 NE 9th Ave Boynton Beach FL	ENVIROMENTAL PRODUCTS GROUP 1907 SW 43rd Terrace Deerfield Beach FL	SMALL STREET SWEEPER	$165.00
88012-1	10/2/2024	FELONY VEHICLE* KOCH	88012	Bpd 2100 High Ridge Rd Boynton Beach FL	CITY SHOP 222 NE 9th Ave Boynton Beach FL	2018 BMW X3 XDRIVE30I	$177.00
87950-1	10/14/2024		87950	Wawa 3420 SW Martin Hwy Palm City FL	CITY SHOP 222 NE 9th Ave Boynton Beach FL	2022 GMC TERRAIN SLE	$390.00
88197-1	10/30/2024		88197	95 NB 1.5 MILES S OF DONALD ROSS Jupiter FL	T/C	2023 FORD EXPLORER POLICE INTERCEPT	$150.00
106641-1	10/30/2024		106641	Kissimmee Shores Rd & State Road 60 E Lake Wales FL	CITY SHOP 222 NE 9th Ave Boynton Beach FL	2008 CHEVROLET SILVERADO C2500HD	$1,050.00
						CITY OF BOYNTON BEACH	**$6,772.50**

Report Total:	$6,772.50

Impound Lot Inventory Report

Date: **11/25/2024 8:38 AM**

Beck's Towing Inc. Item E

Beck's

Impounded	Days	Vehicle	Req. By	Bill To	VIN	Tag	Job #	Ticket #	Member #	P.O. Number	Reason	Hold
10/04/24	52	Silver 1994 HONDA ACCORD EX	BOYNTON BEACH POLICE DEPT.	BOYNTON BEACH POLICE DEPT.	JHMCD5657RC008138	FL NHDP48	106394	88019		CASE#24-014047	Impound	
10/07/24	49	Blue 2008 NISSAN ALTIMA 2.5/2.5 S/2 5 SL	BOYNTON BEACH POLICE DEPT.	BOYNTON BEACH POLICE DEPT.	1N4AL21E48N524211	FL 47EKIZ	106426	88033		CASE#24-014187	Accident	
10/07/24	49	Red 2003 MERCEDES-BENZ SLK 230	BOYNTON BEACH POLICE DEPT.	BOYNTON BEACH POLICE DEPT.	WDBKK49F53F287935		106430	88120		CASE#24-14198	Arrest	
		Remarks:										
10/14/24	42	White 2005 NISSAN ALTIMA S/SL	BOYNTON BEACH POLICE DEPT.	BOYNTON BEACH POLICE DEPT.	1N4AL11D35C387979	FL BZ58UU	106488	88062		CASE#24-14552	Accident	
		Remarks: OWNER CALLED NOT HAPPY WITH CHARGES, HUNG UP AS I WAS READING THE CHARGES TO HER 11-16-2024. PER STATE FARM HER POLICY IS CANCELED I CALLED TO VERIFY 10-15-24 OR REMOVED PERS ITEMS 10-15-24 CALLED ABOUT PERS ITEMS 10-15 24 ASKED WHAT HAPPENS AFTER SHE GETS ITEMS OUT. ARGUED AS I EXPLAINED INS, NO INS. TITLE ETC, SAID OVER AND OVER SHE HAS FULL COVERAGE THEN HAD AN ATTITUDE AND HUNG UP										
10/17/24	39	Green 1987 FORD F350	BOYNTON CODE ENFORCEMENT	BOYNTON CODE ENFORCEMENT	1FDKF37L0HNA98434		106513	87902		CODE	CODE	
		Remarks: OWNER CALLED FOR CHARGES 11-14-24 KEEP PRICE 1287.50 ON MONDAY 11-18-24 OWNER CALLED FOR CHARGES 10-23-2024. TAG EXPIRED 2022										
10/22/24	34	Silver 2008 FORD FOCUS SE/SEL/SES	BOYNTON CODE ENFORCEMENT	BOYNTON CODE ENFORCEMENT	1FAHP35N08W229040		106557	87904			CODE	
10/29/24	27	Red 2024 TAOTAO B200	BOYNTON BEACH POLICE DEPT.	BOYNTON BEACH POLICE DEPT.	L9NLTNBR8R1914633		106627	88195		CASE#24-15263	DUI	
		Remarks: 18 PER DAY										
10/30/24	26	White 2009 HONDA CIVIC LX	BOYNTON BEACH POLICE DEPT.	BOYNTON BEACH POLICE DEPT.	2HGFA16539H526486	NA NA	106637	88216		CASE#24-015314	impound	
		Remarks: OR CALLED FOR CHARGES 11-14-24592.40 CASH 11-7-24										

Beck's **8 Vehicles**

Beck's Towing Inc.
410 N.E. 5th Ave.
Boynton Beach, FL 33435
Ph: (561) 369-1096
beckstowing@aol.com

Invoice #88467-1

Date: 11/25/2024

For:
BOYNTON BEACH POLICE DEPT.
2100 HIGH RIDGE RD
BOYNTON BEACH, FL 33426

Due Date	Terms	P.O. Number
12/25/2024	Net 30	CASE#24-016487

From: 1625 S Federal Hwy, Boynton Beach, FL 33435
To: 410 N.E. 5th Ave., Boynton Beach, FL 33435
Vehicle: White 2004 HONDA ACCORD EX EX
VIN: 1HGCM56814A026748
Tag: RENH31 FL **Odometer:**

Service Date: 11/25/2024 11:33:00 AM
Owner: NA
Phone #: 561
Member #:
Ticket #: 88467

Qty	Service	Rate	Adjustment	Tax	Amount
1.00	Flatbed Light	$182.00	$0.00	$0.00	$182.00
2.00	Mileage	$7.50	$0.00	$0.00	$15.00
1.00	Administration fee	$50.00	$0.00	$3.50	$53.50
1.00	City of Boynton Beach Admin fee	$45.50	$0.00	$0.00	$45.50
			Total		**$296.00**

Notes:
If you have questions or complaints about a non-consent towing rate unable to be resolved by the towing company management, contact the Palm Beach County Consumer Affairs Division, West Palm Beach, Florida at 561-712-6600 or www.pbcgov.com/consumer

Received By: **Date:**

Beck's Towing Inc.
410 N.E. 5th Ave.
Boynton Beach, FL 33435

Job #106874

Status: Impound

Scheduled: 11/25/2024 11:21:00 AM

REQUESTOR

Requested By:	BOYNTON BEACH POLICE DEPT	
Contact:		
Owner:	NA	561
Loc. Landmark:		
Loc. Address:	1625 S Federal Hwy	
	Boynton Beach, FL 33435	
Loc. Zone:	A Zone	
Notes:		

VEHICLE

Make & Model:	White 2004 HONDA ACCORD EX EX		
Vehicle #:		VIN:	1HGCM56814A026748
Tag:	RENH31	Tag State:	FL
Key Location:	Yes	Odometer:	
Reason:	Accident		
Req. Truck:	Flatbed		

DETAILS

Dest/Impound:	Beck's	PO #	CASE#24-016487
Dest. Address:	410 N.E. 5th Ave.	Pay Method:	Account
	Boynton Beach, FL 33435	Member No.:	
Dest. Zone:	A Zone	Member Limit:	Mileage Limit:
Bill To:	BOYNTON BEACH POLICE DEPT	Co-Pay:	
Ticket #:	88467	Quoted Price:	**Actual Price:** **$296.00**
Remarks:			

SERVICES

Flatbed Light	$182.00
Mileage	$15.00
Administration fee	$53.50
City of Boynton Beach Admin fee	$45.50

ASSIGNED TO

Driver:	MERRICK MITCHELL
Vehicle:	(12) Flatbed
Add'l Drivers:	

USERS INVOLVED

Call Taker:	KEN SONS
Dispatcher:	KEN SONS
Cancelled By:	
Cancel Reason:	

TIME STAMPS

Received:	11/25/2024 11:02 AM
Dispatched:	11/25/2024 11:02 AM
Assigned:	11/25/2024 11:02 AM
Confirmed:	11/25/2024 11:06 AM
En Route:	11/25/2024 11:06 AM
Arrived:	11/25/2024 11:09 AM
Left Scene:	11/25/2024 11:20 AM
Dest. Arrived:	11/25/2024 11:30 AM
Finished:	11/25/2024 11:33 AM



Towing BECK'S Recovery

PWOF

"What the heck... Call Beck"

410 N.E. 5th Avenue • Boynton Beach, Florida 33435
(561) 369-1096 • FAX (561) 369-0698
P.B.C.L. #TP 59

DATE	TIME AM PM	REQUESTED BY
LOCATION OF VEHICLE		
YEAR	MAKE/MODEL/COLOR	DRIVER
VEHICLE LICENSE #	VIN NO.	
BILL TO	PHONE	VEH. MILEAGE
OWNER	ATTN	R.O. NUMBER
ADDRESS CITY STATE ZIP		P.O. NUMBER
TOWED TO		

ROAD SERVICE ☐ NOT DRIVEABLE ☐ HOIST TOW ☐ KEYS ☐ CARRIER ☐

RELEASED TO	DATE	SIGNATURE

MILES	FREE	MILES @	PER MILE	
STORAGE CHG.		DAYS AT	PER DAY	

MEM #		
AUTH #	TOWING	
REMARKS	LABOR	
	CAR COVER	
	ADM. FEE	
	PAY OUT	
	2ND TOW	
INSIDE STORAGE ☐ HOLD ☐	TAX	
AUTHORIZED SIGNATURE	TOTAL	

SIGNING THIS FORM RELEASES BECK'S TOWING & RECOVERY FROM ANY LIABILITY

88549 *"Remember, professional service doesn't cost, it simply pays"*

Lease Inside Storage

BASIC LEASE INFORMATION

Lease Date: January __, 2024

Landlord: **Lynmack, LLC**, a Florida limited liability company

Tenant: **Becks Towing & Recovery, Inc**

EIN: 65-0653585

Premises: Suite # 8, containing approximately rentable square feet, located in the building commonly known as 1500 SW 30th Ave., Boynton Beach, Fl. 33426 (the "**Building**"). The Premises are outlined on the plan attached to the Lease as **Exhibit A**. The term "**Property**" shall collectively refer to the Building, the land on which the Property is located and the driveways, parking facilities, and similar improvements and easements associated with the foregoing or the operations thereof.

Delivery Date: The later to occur of (a) the Effective Date of the Lease, and (b) Landlord's receipt of (i) the Prepaid Rent pursuant to Section 4 of the Lease, (ii) the Security Deposit pursuant to Section 6 of the Lease; and (iii) the certificate of insurance pursuant to Section 11 of the Lease.

Term: Twelve (12) full calendar months, plus any partial month from the Commencement Date to the end of the month in which the Commencement Date falls, starting on the Commencement Date and ending at 5:00 p.m. local time on the last day of the twelfth (12th) full calendar month following the Commencement Date (the "**Expiration Date**").

Permitted Use: Light Industrial; flex office/warehouse, in compliance with Section 9 of the Lease.

Commencement Date: Upon fully executed Lease

Base Rent: Base Rent shall be the following amounts for the following periods of time:

Parking Density: No More than 3 parking spots per 1,000 SF.

Period	Annual Base Rent Per Sq Ft	Base Rent	Sales Tax	Pro-Rated Share of Operating Expenses*	Total Monthly Amount Due
January 1, 2024 – December 31, 2024	$16.48	$1,812.80	$99.70	$772.20	$2,684.70

* Operating Expenses are also referred to as Additional Rent - Breakdown for reference purposes only:

Article	Definition	Price Per Sq Ft	Pro-Rata Share SF	Monthly Amount
4.2.1	Operating Costs	$ 2.15	1320	$236.50
4.2.2	Insurances	$ 2.15	1320	$236.50
4.2.3	Real Estate Taxes	$ 2.72	1320	$299.20

Security Deposit: Three Thousand Three Hundred Dollars 00/00 ($3,300.00)

Additional Rent: Tenant's Proportionate Share of Operating Costs and Taxes (see table above).

Rent: Base Rent, Additional Rent, and all other sums that Tenant may owe to Landlord or otherwise be required to pay under the Lease.

LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER. AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED

This Lease is executed as of the Lease Date (as defined in the Basic Lease Information).

LANDLORD

Lynmack, LLC
a Florida limited liability company

By: _____
Name: Steven D. Mackey
Its: Manager 12/26/2023

TENANT

Beck's Towing & Recovery, Inc.

By: _____
Name: Stephanie Beck
Its: Vice President

EXHIBIT A

LEGAL DESCRIPTION

LAWSON INDUSTRIAL PARK PL 1 LOT 14

M1 LIGHT INDUSTRIAL 1.08 BOYNTON BEACH 1

John I. Leonard Community High School

Home of the Mighty Lancers!

Melissa Patterson
Principal

April 24, 2019

Beck's Towing & Recovery Inc.
410 North East 5th Avenue
Boynton Beach, Fl 33435

Our Friends at Beck's Towing & Recovery,

On behalf of John I. Leonard High School, I would like to thank you for your generous donation $750 to our ESE department to assist with the cost of prom for our special needs seniors. The monies will allow for the students to a wonderful memory that they may not have had without your generosity.

It is individuals and businesses, like yourself, who are making a true difference in the lives and education of our students. The students, and teachers, of John I. Leonard rely on the generosity of donors such as yourself and are grateful for your continued support.

Thank you once again.

Sincerely,

Melissa Patterson
Principal

MP:cam

4701 Tenth Avenue North • Greenacres, Florida 33463 • Phone (561)491-8347 • Fax (561)491-8373

The School District of Palm Beach County prohibits discrimination against students, employees, and applicants on the basis of religion, race, ethnicity, national origin, color, sex, marital status, age, parental status and disability in any of its programs, services or activities.

CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE SUBMITTALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a submittal 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 submittals will be followed if none of the tied Professionals have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) 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.

3) Give each employee engaged in providing the commodities or contractual services that are under submittal a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under submittal, 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 5 days after such conviction.

5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6) 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 firm complies fully with the above requirements.

Professional's Signature

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/22/2024

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 Chase Insurance Agency, Inc 333 N W 70 Ave; #108 Plantation FL 33317	CONTACT NAME: Jennifer Benedetto PHONE (A/C, No, Ext): 954-792-4300 FAX (A/C, No): 954-791-9344 E-MAIL ADDRESS: jennifer@chaseinsurance.net
INSURED BECKS-1 Beck's Towing & Recovery, Inc 410 NE 5th Ave Boynton Beach FL 33435	INSURER A: Florida Citrus, Busi & Indus — NAIC # 31269 INSURER B: Trisura Insurance Company — NAIC # 22225 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1524807753 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		149 TTS FL 100264-01	8/3/2024	8/3/2025	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 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			149 TTS FL 100264-01	8/3/2024	8/3/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			10653553-2024	11/24/2024	11/24/2025	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
B B	Garagekeepers Legal Liability On-Hook & Cargo			149 TTS FL 100264-01 149 TTS FL 100264-01	8/3/2024 8/3/2024	8/3/2025 8/3/2025	$500 Ded $1000 Ded	$150,000 $150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Garagekeepers Legal Liability covered locations: 410 NE 5th Ave., Boynton Beach, FL 33435 & 1499 SW 30th Ave., Boynton Beach, FL 33426.
The City of Boynton Beach, it's officers, employees and agents are included as additional insured where required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
PO Box 310
Boynton Beach FL 33425

CANCELLATION 30 DAYS & 10 FOR NON-PAYMENT

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

Mark Chase

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NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

TOWING AND STORAGE SERVICES

RFP No. PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)

County of Palm Beach)

Stephanie Becu, being first duly sworn, deposes and says that:

1) He/She is VP (Title) of Becus Towing + Recovery Inc. (Name of Corporation or Integrator), the proposer that has submitted the attached RFQ, RFP, or 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) Said RFQ, RFP, or BID is genuine and is not a collusive or sham RFQ, RFP, or BID;

4) Further, the said proposer 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 proposer, integrator or person to submit a collusive or sham RFQ, RFP, or BID in connection with the Contract for which the attached RFQ, RFP, or 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 proposer, integrator or person to fix the price or prices in the attached RFQ, RFP, or BID or of any other proposer, or to fix any overhead, profit or cost element of the RFQ, RFP, or BID price or the RFQ, RFP, or BID price of any 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 proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6) VENDOR 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 VENDOR'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 VENDOR, or if they otherwise stand to personally gain if the contract is awarded to this VENDOR.

7) Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the VENDOR does not indicate any names, the CITY shall interpret this to mean that the VENDOR has indicated that no such relationships exist. Failure of a VENDOR 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
N/A	N/A

Witnesses:

Typed name: Ken Sons

Typed name: Merrick Mitchell

VENDOR:

Signed: Stephanie Beck

Name: Stephanie Beck

Title: VP

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 7 day of Nov, 2024 by Stephanie Beck, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 7 day of Nov, 2024

Notary Public (Signature)

My Commission Expires: 8/21/26

(Signed) Stephanie Beck

(Title) VP

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

TOWING AND STORAGE SERVICES

RFP No. PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

I, Stephanie Beck VP, on behalf of Becks Towing + Recovery Inc. certify

Print Name and Title Company Name

that Becks Towing + Recovery 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 Consultant of the City's determination concerning the false certification. The Consultant 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 Consultant 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 s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant 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.

Becus Towing + Recovery Inc. Stephanie J Bea

COMPANY NAME SIGNATURE

Stephanie Bea VP

PRINT NAME TITLE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7 day of NOV, 2024 by Stephanie Bea, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 7 day of NOV, 2024

Notary Public (Signature)

8/21/26
My Commission Expires:

ABBY COOK
MY COMMISSION # [illegible] 303065
EXPIRES: August 21, 2026

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

CITY OF BOYNTON BEACH
E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

TOWING AND STORAGE SERVICES

RFP No. PD25-015

TO BE COMPLETED AND UPLOADED ONLINE

Project Name: **TOWING AND STORAGE SERVICES**

Solicitation No.: **PD25-015**

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 contractor 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.

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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:	Beck's Towing + Recovery Inc.
Authorized Signature:	Stephanie Beck
Print Name:	Stephanie Beck
Title	VP
Date:	11/7/24
Phone:	561 369 1096

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 7 day of NOV, 2024 by Stephanie Beck on behalf of Beck's Towing + Recovery Inc. He/she is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

ABBY COOK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

TOWING AND STORAGE SERVICES

RFP No. PD25-015

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: NOV 7, 2024

Signed: Stephanie Beck

Entity: Beck's Towing + Recovery Inc

Name: Stephanie Beck

Title: VP

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 7 day of NOV, 2024, by Stephanie Beck, as VP for Beck's Towing + Recovery Inc., who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____

ABBY CLARK
MY COMMISSION # HH 303065
EXPIRES: August 21, 2026

My commission expires: 8/21/26

THIS PAGE TO BE SUBMITTED IN ORDER FOR BID PACKAGE
TO BE CONSIDERED COMPLETE AND ACCEPTABLE

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
BECK'S TOWING & RECOVERY, INC.

Filing Information

Document Number	P96000019440
FEI/EIN Number	65-0653585
Date Filed	02/29/1996
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/08/2017
Event Effective Date	NONE

Principal Address

410 N.E. FIFTH AVE.
BOYNTON BEACH, FL 33435

Changed: 02/10/2005

Mailing Address

410 N.E. FIFTH AVE.
BOYNTON BEACH, FL 33435

Changed: 02/10/2004

Registered Agent Name & Address

BECK, STEVEN E
410 N.E. FIFTH AVE.
BOYNTON BEACH, FL 33435

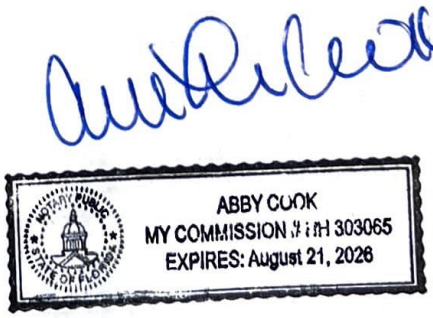
Address Changed: 02/10/2004

Officer/Director Detail

Name & Address

Title D

BECK, STEVEN E
410 N.E. FIFTH AVE.
BOYNTON BEACH, FL 33435



Title V

BECK, STEPHANIE
8943 THUMBWOOD CIR #C
BOYNTON BEACH, FL 33436

Annual Reports

Report Year	Filed Date
2022	01/25/2022
2023	01/13/2023
2024	01/12/2024

Document Images

01/12/2024 -- ANNUAL REPORT	View image in PDF format
01/13/2023 -- ANNUAL REPORT	View image in PDF format
01/25/2022 -- ANNUAL REPORT	View image in PDF format
01/19/2021 -- ANNUAL REPORT	View image in PDF format
01/31/2020 -- ANNUAL REPORT	View image in PDF format
02/13/2019 -- ANNUAL REPORT	View image in PDF format
03/25/2018 -- ANNUAL REPORT	View image in PDF format
05/08/2017 -- Amendment	View image in PDF format
02/10/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/14/2015 -- ANNUAL REPORT	View image in PDF format
01/16/2014 -- ANNUAL REPORT	View image in PDF format
02/12/2013 -- ANNUAL REPORT	View image in PDF format
01/16/2012 -- ANNUAL REPORT	View image in PDF format
02/04/2011 -- ANNUAL REPORT	View image in PDF format
02/18/2010 -- ANNUAL REPORT	View image in PDF format
04/23/2009 -- ANNUAL REPORT	View image in PDF format
01/08/2008 -- ANNUAL REPORT	View image in PDF format
01/22/2007 -- ANNUAL REPORT	View image in PDF format
01/24/2006 -- ANNUAL REPORT	View image in PDF format
02/10/2005 -- ANNUAL REPORT	View image in PDF format
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03/24/2002 -- ANNUAL REPORT	View image in PDF format
02/01/2001 -- ANNUAL REPORT	View image in PDF format
08/17/2000 -- ANNUAL REPORT	View image in PDF format
07/22/1999 -- ANNUAL REPORT	View image in PDF format
02/18/1998 -- ANNUAL REPORT	View image in PDF format
01/29/1997 -- ANNUAL REPORT	View image in PDF format
02/29/1996 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-109- Approving and authorizing the assessment and recording of nuisance abatement liens against properties in the public records of Palm Beach County.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-109.

Explanation of Request:
In accordance with the Municipal Lien Procedure on file in the City of Boynton Beach, the attached list contains the addresses of properties cited by Community Standards for nuisances abated by a City-contracted vendor. The Financial Services Department sent an invoice to each property owner, to which no response was received within the required 30-day period. At the end of the 30-day notice from Financial Services, the Resolution is sent for recording with an administrative fee of $30. After the Resolution is recorded, the property owners will receive a copy of the Resolution and another letter stating the unpaid balance will accrue interest at a rate of 8% per annum.

How will this affect city programs or services?

Allows the City to collect on services performed on properties within the City limits.

Budgeted Item: Yes

Account Line Item and Description: 001-0000-343.91-00 Revenue Account

Fiscal Impact:

This process allows us to place liens on the properties in order to reimburse the City for the services that were provided when the nuisances were abated.

Attachments:
R25-109 Agenda_Item_2967-2025_Resolution_for_nuisance_abatement_liens.docx
Nuisance_Abatement_Cases_Exhibit_A_1_May.pdf

RESOLUTION NO. R25-109

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE ASSESSMENT AND RECORDING OF NUISANCE ABATEMENT LIENS AGAINST PROPERTIES IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WITHIN 60 DAYS AFTER THE ADOPTION OF THIS RESOLUTION; AND FOR ALL OTHER PURPOSES.

WHEREAS, in accordance with the Municipal Lien Procedure on file in the City of Boynton Beach, the attached list contains the addresses of properties cited by Community Standards for nuisances abated by a City-contracted vendor; and

WHEREAS, the owners of the parcel(s) of property hereinafter described were invoiced by the Finance Department in an effort to recoup these costs with no response within the required 30-day period; and

WHEREAS, said nuisance was not abated as required; and

WHEREAS, all the property owners listed in the attached Exhibit “A” were sent letters offering them an opportunity to remit payment within 30 days to avoid incurring a lien on their property; and

WHEREAS, Community Standards has made a report of costs incurred by the City and abatement of said nuisance as to the property(s) involved, which are described in Exhibit “A” attached to this Resolution; and

WHEREAS, upon passage of this Resolution, the property owners will be furnished with a copy of this Resolution and given one more opportunity to remit all costs associated with the abatement in full within 30 days after the passage of this Resolution before transmittal to the County for recordation of Liens.

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 amount of costs incurred by the City and the abatement of the above-described nuisance as to the parcels of land owned and indicated, to wit:

SEE ATTACHED EXHIBIT "A"

The subject amount is hereby assessed as liens against said parcels of land as indicated, plus an additional administrative charge of $30.00 for each Lien. Liens shall be of equal dignity with the taxes therefrom for 2025 and shall be enforced and collected in like manner pursuant to applicable law provisions. In the event collection proceedings are necessary, the property owner shall pay all costs of the proceedings, including reasonable attorney's fees.

SECTION 3. The City Clerk is authorized to record this Resolution in the public records of Palm Beach County, Florida.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

First Name	Last Name	Company Name	Mailing Address	PCN	Nuisance Abatement Property Address	Case#	Invoice	Invoiced Amount	Amount Owed + $30
		Geta Real Estate LLC	608 West Street , Tacoma , WA 98404-1893	08-43-45-28-22-008-04	301 SW 9th Ave , Boynton Beach	25-143	99272	$538.09	$568.09
		Geta Real Estate LLC	608 West Street , Tacoma , WA 98404-1893	08-43-45-28-22-008-04	301 SW 9th Ave , Boynton Beach	25-688	99521	$1,488.09	$1,518.09
Lester	Beyer C JR		431 SW 3rd Ave. Boynton Beach, Fl 33435	08-43-45-28-21-002-00	431 SW 3rd Ave, Boynton Beach	25-552	99273	$573.09	$603.09

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-110- Approve the temporary lane closures in the right lane of State Road 5 (Federal Highway) from NE 15th Avenue to Gateway Boulevard and approximately 400 feet of the left lane heading Southbound from Gateway Boulevard on State Road 5 (Federal Highway) on Friday, July 4, 2025 for the annual 4th of July event, and authorize the City Manager, or designee, to apply for the State permit for the temporary road closure.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-110.

Explanation of Request: The closing of a state road requires a permit from the Florida Department of Transportation (FDOT), which must be requested by an authorized official of the City. The road closure will be from approximately 12:00 P.M. - 11:59 P.M., or until safe to reopen, to accommodate complimentary shuttle services and provide additional safety measures for those desiring to attend the 4th of July event on Friday, July 4, 2025.

How will this affect city programs or services? Traffic will be temporarily delayed on State Road 5 in the mentioned area from 12:00 P.M.- 11:59 P.M. on Federal Highway.

Budgeted Item: Yes

Account Line Item and Description: 001-1213-519-4824, Special Events

Fiscal Impact: The City will incur a cost to have an approved FDOT Vendor provide the MOT plan and close the road.

Attachments:
R25-110 Agenda_Item_2975-2025_Resolution_for_temporary_road_closure_for_4th_of_July.docx

RESOLUTION NO. R25-110

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVE THE TEMPORARY LANE CLOSURES IN THE RIGHT LANE OF STATE ROAD 5 (FEDERAL HIGHWAY) FROM NE 15TH AVENUE TO GATEWAY BOULEVARD AND APPROXIMATELY 400 FEET OF THE LEFT LANE HEADING SOUTHBOUND FROM GATEWAY BOULEVARD ON STATE ROAD 5 (FEDERAL HIGHWAY) ON FRIDAY, JULY 4, 2025 FOR THE ANNUAL 4TH OF JULY EVENT, AND AUTHORIZE THE CITY MANAGER, OR DESIGNEE, TO APPLY FOR THE STATE PERMIT FOR THE TEMPORARY ROAD CLOSURE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach's annual 4th of July Celebration is scheduled to be held on Friday, July 4, 2025; and

WHEREAS, in order to provide for the safety of the participants and citizens attending the celebration, the right lane of State Road 5 (Federal Highway) from NE 15th Avenue to Gateway Boulevard and approximately 400 feet of the left lane heading Southbound from Gateway Boulevard on State Road 5 (Federal Highway), will be required to be closed beginning at 12:00 p.m. until 11:59 p.m. or until safe to reopen, to accommodate complimentary shuttle services; and

WHEREAS, the Florida Department of Transportation requires the local government to authorize all temporary road closures on state roadways; 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 temporary lane closures in the right lane of State Road 5 (Federal Highway) from NE 15th Avenue to Gateway Boulevard and approximately 400 feet of the left lane heading Southbound from Gateway Boulevard on State Road 5 (Federal Highway) on Friday, July 4, 2025 for the annual 4th of July event, and authorize the City Manager, or designee, to apply for the State permit for the temporary road closure.

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 temporary lane closures in the right lane of State Road 5 (Federal Highway) from NE 15th Avenue to Gateway Boulevard and approximately 400 feet of the left lane heading Southbound from Gateway Boulevard on State Road 5 (Federal Highway) on Friday, July 4, 2025 for the annual 4th of July event.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the City Manager, or designee, to apply for permits from the Florida Department of Transportation pursuant to Chapter 14-65, Florida Administrative Code, for said temporary closings.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-111- Authorizing the City's application for the Florida Department of Law Enforcement (FDLE) FY24-25 Drone Replacement Grant Program, and ratifying the Drone Replacement Program Financial Assistance Agreement between the City and FDLE.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-111.

Explanation of Request: The Florida Legislature amended section 934.50, Florida Statutes, to require governmental entities to only utilize drones meeting the requirements outlined in Rule 60GG-2.0075, Florida Administrative Code. This change required governmental agencies who use drones for various purposes to cease the use of any drone that is not in compliance with the Rule.

During the 2023 Legislative Session, the Florida Department of Law Enforcement appropriated approximately $25 million in nonrecurring funds to implement the Drone Replacement Grant Program. This grant provides funding for agencies to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. The agency will be awarded funds in an amount equaling the replacement cost, not to exceed $25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

The Boynton Beach Police Department will return two non-compliant drones and will be requesting reimbursement from the program for the purchase of two compliant drones, currently totaling $40,661.

How will this affect city programs or services? Using drones will help the Boynton Beach Police Department respond to incidents faster and more efficiently. Drones can assist with search and rescue, crowd control, traffic monitoring, and crime scene investigations, making the community safer. They can also reduce response times, lower costs compared to traditional methods, and provide helpful aerial views for better decision-making. This technology will improve police work and enhance services for the community.

Account Line Item and Description: N/A

Fiscal Impact:

If awarded, the City of Boynton Beach Police Department may receive up to $50,000 in grant funds with no cash match.

Attachments:
R25-111 Agenda_Item_3012-2025_Resolution_for_FDLE_Drone_Financial_Assistance.docx
Exhibit A to Resolution - Agmt signed by the City

RESOLUTION NO. R25-111

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE CITY TO APPLY FOR THE FISCAL YEAR 2024-2025 DRONE REPLACEMENT PROGRAM OFFERED BY THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT AND RATIFYING THE DRONE REPLACEMENT PROGRAM FINANCIAL ASSISTANCE AGREEMENT BETWEEN THE CITY AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT; AND FOR ALL OTHER PURPOSES.

WHEREAS, the General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement ("FDLE") for the Drone Replacement Program established in Chapter 2023-240, Florida Statutes, and

WHEREAS, the General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, section 934.50, Florida Statutes, establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services ("DMS") has published minimum security standards for drones used by governmental entities; and

WHEREAS, the City purchased a drone that does not meet the minimum security standards in Rule 60GG-2.0075, Florida Administrative Code, and

WHEREAS, the City seeks to receive funding to replace two non-compliant drones with drones that meet the required minimum security standards; and

WHEREAS, the FDLE has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the City upon the terms and conditions set forth in the Drone Replacement Program Financial Assistance Agreement; 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 authorize the City to apply for the Fiscal Year

2024-2025 Drone Replacement Program offered by the Florida Department of Law Enforcement and ratify the Drone Replacement Program Financial Assistance Agreement between the City and the Florida Department of Law Enforcement.

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 authorize the City to apply for the Fiscal Year 2024-2025 Drone Replacement Program offered by the FDLE.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby ratify the Drone Replacement Program Financial Assistance Agreement between the City and the FDLE (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 ratifies the Mayor's execution of the Agreement. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 5. Mirna Crompton 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 6. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

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

Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and
City of Boynton Beach Police Department

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately $25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient purchased a drone that does not meet the minimum security standards in Rule 60GG-2.0075, Florida Administrative Code, and

WHEREAS, the Recipient seeks to receive funding to replace the noncompliant drone with a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2024-25 Drone Replacement Program

Project Start Date: 07/01/2024 **Project End Date:** 06/30/2025

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed $25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

To be eligible for payment under this program, the noncompliant drone must not be at end-of-life and must still be in working condition. In order to receive reimbursement for this program, drones which were purchased that are not compliant with the minimum security standards established in Rule 60GG-2.0075, Florida Administrative Code, must be relinquished to the Florida Department of Law Enforcement.

In accordance with revised program guidelines established in the 2024 legislative session, the first two functional drones of each make and model relinquished to the Department, will be provided to the Florida Center for Cybersecurity at the University of South Florida (USF) for analysis. All drones relinquished to the Department and not subsequently provided to the Florida Center for Cybersecurity will be destroyed.

Additionally, under the new program guidelines established in 2024-228, Section 44, the Department will use a portion of these funds to increase awards previously provided in fiscal year 2023-2024, which were based on the noncompliant drone's current value.

RECIPIENT'S RESPONSIBILITY

The Recipient must prepare a Drone Certification Form (**Appendix A**) for the noncompliant drone(s) they are seeking replacement for. This form includes an attestation that the noncompliant drone has not reached its end of life and is in working condition at the time it is relinquished. This must be provided to the Department at the time of relinquishment and should be accompanied by any operational manuals that distinguish make, model, and year of the noncompliant drone(s). This is crucial for the analysis conducted by the Center for Cybersecurity at the University of South Florida.

The Recipient must submit documentation for the original purchase of the noncompliant drone, including but not limited to: invoice, cancelled check or bank statement, or other proof of payment to document the noncompliant drone was originally purchased by the Recipient organization.

The Recipient is responsible for relinquishing the noncompliant drone to the Florida Department of Law Enforcement to either Tallahassee Regional Operations Center or Tampa Bay Regional Operations Center. To facilitate this process, the Recipient must schedule an appointment with the below FDLE contact for the appropriate location for relinquishment of the noncompliant drone. The days that appointments can be scheduled are Tuesdays from 9:00 AM to 5:00 PM (EST) and Thursdays from 1:00 PM - 5:00 PM (EST).

Tallahassee Regional Operations Center (TROC)– 2331 Phillips Road, Tallahassee, FL 32308
Point of Contact: Robert Lyons – 850-410-7419 – RobertLyons@fdle.state.fl.us

Tampa Bay Regional Operations Center(TBROC) – 4211 North Lois Avenue, Tampa, FL 33614
Point of Contact: Corey Monaghan – 813-878-7887 – CoreyMonaghan@fdle.state.fl.us
Alternate POC: Richard Kaplan – RichardKaplan@fdle.state.fl.us

Funds received under this program must be used to acquire drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code. The approved drones must have a purchase date of January 1, 2022 or later.

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall relinquish any noncompliant drones to the Department and purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed $25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Certification Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- Noncompliant drones are relinquished to FDLE and the Drone Certification Form (Appendix A) is signed by the FDLE point-of-contact in the region where it is relinquished; and
- Drone Certification Form (Appendix A) signed by the FDLE Regional Operations Center point-of-contact is provided to OCJGSFA@fdle.state.fl.us
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

  Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.). This method may be used for agencies who may have purchased a compliant drone prior to this program being released.

  Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager
Name: Patricia Stark
Title: Government Analyst II
Phone: 850-617-1252
Email: PatriciaStark@fdle.state.fl.us

FDLE Grant Supervisor
Name: Tennille Robinette
Title: Senior Management Analyst Supervisor
Phone: 850-617-1268 or 850-661-9295
Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Office of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:
(please print)

Name: Jaclyn Smith
Title: Police Department - Grants Manager
Phone: 561-742-6195
Email: SMITHJA@BBFL.US

Chief Official
(please print)

Name: Rebecca Shelton
Title: Mayor
Phone: 561-742-6000
Email: Sheltonr@bbfl.us

Financial Contact:
(please print)

Name: Alan lawson
Title: Finance Director
Phone: 561-742-6312
Email: LawsonA@BBFL.US

Alternate Point-of- Contact
(please print)

Name: Jonathan Vargas
Title: Drone Unit Sergeant
Phone: 561-358-0037
Email: VARGASJ@BBFL.US

Recipient's Vendor ID (FEID/EIN): 596000282

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name: City of Boynton Beach
Address 1: 100 East Ocean Avenue
Address 2:
City, State, Zip: Boynton Beach, Florida, 33435

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____ Date: _____

Printed Name and Title: Cody Menacof, Bureau Chief

Recipient
City of Boynton Beach Police Department

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: 4/22/2025

Printed Name and Title: Rebecca Shelton, Mayor

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A – Drone Certification Form

Recipient: **City of Boynton Beach Police Department**

Select One: ☑ **New Participant** ☐ **Additional Drones (FY24-25)**

NOTE: Please do not list accessories as line items. If you wish to capture the cost of accessories your department has invested in the noncompliant drone, please add it the purchase price of the drone.

	Drone ID (Serial #)	Make	Model	Purchase Date	Purchase Price
1	P5BDEG05050103	DJI	PHANTOM	07/24/2017	$ 619.99
2	OM6CGBTR0A0YLG	DJI	Mavic 2 Zoom	01/23/20	$ 1,820.00
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

On behalf of the Recipient, I acknowledge the following statements are true and correct:

1. The drones above are in working order and not at their end of life.
2. Funds provided for the drone(s) above will only be used for the purchase of compliant drones.
3. Documentation for the initial purchase of each relinquished, noncompliant drone above was, or will be, provided to OCJGSFA@fdle.state.fl.us

Signature: _____ **Date:** 4/22/2025

Name/Title: Rebecca Shelton, Mayor

****** FDLE Regional Operations Center ONLY ******

I certify the drones listed above were received and verified on the date provided below.

_____ _____
Signature Date

Appendix B – FY2024-25 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of $1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non- disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressively authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S.as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records , papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than $750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I. Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-112- Approve the purchase of additional services for General Financial and Rate Consulting from Ryper Water Analytics, as a professional service, acquired by Purchase Order, in an aggregate amount not to exceed $70,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-112.

Explanation of Request: Ryper Water Analytics has previously provided General Financial and Rate Consulting Services to the City of Boynton Beach's Utilities and Public Works Departments and maintains valuable historical knowledge of the City's systems and operations. During Fiscal Years 2023 and 2024, the Firm conducted a comprehensive Rate Study for the Solid Waste Division, which encompassed data compilation, financial analysis, and formal presentations. Engaging a new consultant at this time would likely result in significantly higher costs to the City due to the learning curve and duplication of prior work.

As the City prepares to implement an increase in sanitation fees, an update to the recommended rates from the study is necessary. For Fiscal Year 2025, the Utilities Department has issued two (2) Purchase Orders to Ryper Water Analytics totaling $48,890 for professional consulting services related to the Water and Wastewater Capital Facilities Analysis and a Revenue Sufficiency Analysis for the Stormwater System.

These services qualify under the procurement exclusion for Consultant and Professional Services. This exclusion permits the City to contract, without competitive bidding, with professionals or consultants who possess specialized training or hold licenses in fields such as law, accounting, actuarial science, management consulting, medicine, or other disciplines as determined by the City Manager or designee to be in the City's best interest- provided they are not otherwise governed by section 287.055, Florida Statutes. Prior to contract execution, the consultant's qualifications, work history, and other relevant documentation are reviewed for compliance. The City's Procurement Division has reviewed and confirmed that the documentation submitted in support of this purchase meets the criteria for this exclusion.

How will this affect city programs or services? This revision to the Rate Study will enable the Solid Waste Division to continue providing reliable, high-quality services to our residents, businesses, and visitors by ensuring that sanitation fees accurately reflect the costs of service delivery, supporting necessary operational improvements, and maintaining the financial sustainability of the division.

Budgeted Item: Yes

Account Line Item and Description: Public Works Department – Other Professional Srvs - 431-2515-534.31-90
Utilities Department – Other Professional Srvs - 401-2821-536.31-90

Fiscal Impact: A budget transfer to Solid Waste account will be required.

Attachments:
R25-112 Agenda_Item_3030-2025_Resolution_for_purchase_of_services_Ryper_Water_Analytics.docx
COBB SW Work - Proposal

RESOLUTION NO. R25-112

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE PURCHASE OF SERVICES FOR GENERAL FINANCIAL AND RATE CONSULTING SERVICES FROM RYPER WATER ANALYTICS AS A PROFESSIONAL SERVICE IN AN AMOUNT NOT TO EXCEED $70,000 ANNUALLY; AND FOR ALL OTHER PURPOSES.

WHEREAS, Ryper Water Analytics has previously provided General Financial and Rate Consulting Services to the City of Boynton Beach's Utilities and Public Works Departments and maintains valuable historical knowledge of the City's systems and operations. During Fiscal Years 2023 and 2024, the Firm conducted a comprehensive Rate Study for the Solid Waste Division, which encompassed data compilation, financial analysis, and formal presentations. Engaging a new consultant at this time would likely result in significantly higher costs to the City due to the learning curve and duplication of prior work; and

WHEREAS, as the City prepares to implement an increase in sanitation fees, an update to the recommended rates from the study is necessary. For Fiscal Year 2025, the Utilities Department has issued two (2) Purchase Orders to Ryper Water Analytics totaling $48,890 for professional consulting services related to the Water and Wastewater Capital Facilities Analysis and a Revenue Sufficiency Analysis for the Stormwater System; and

WHEREAS, these services qualify under the procurement exclusion for Consultant and Professional Services. This exclusion permits the City to contract, without competitive bidding, with professionals or consultants who possess specialized training or hold licenses in fields such as law, accounting, actuarial science, management consulting, medicine, or other disciplines as determined by the City Manager or designee to be in the City's best interest—provided they are not otherwise governed by section 287.055, Florida Statutes. Prior to contract execution, the consultant's qualifications, work history, and other relevant documentation are reviewed for compliance. The City's Procurement Division has reviewed and confirmed that the documentation submitted in support of this purchase meets the criteria for this exclusion; 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 services for General

Financial and Rate Consulting Services from Ryper Water Analytics as a professional service in an amount not to exceed $70,000 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 the purchase of services for General Financial and Rate Consulting Services from Ryper Water Analytics as a professional service in an amount not to exceed $70,000 annually.

SECTION 3. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

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

Ryper Water Analytics
Utility Analytics, Data, & Rate Consultants

April 13, 2025

Ms. Annalie Holmes
Deputy Director of Public Works
Public Works Administration
City of Boynton Beach
222 N.E. 9th Ave.
Boynton Beach, FL 33435

Subject: **General Financial and Rate Consulting Services for Fiscal Year 2025**

Dear Annalie:

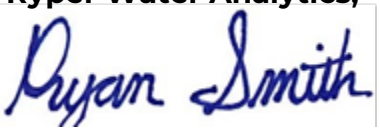
Attached for your consideration is the proposed scope of services, contract budget, and for Ryper Water Analytics LLC ("Ryper") to provide general financial planning and rate consulting services for the City of Boynton Beach's (the "City") solid waste utility system (the "System").

This proposed work authorization provides a contract budget not-to-exceed nine thousand nine hundred and ninety-five dollars ($9,995) to allow Ryper to perform general rate and financial consulting services which would include, but not be limited to, CPI rate adjustment calculations, performance of review of draft operating budgets, development of solid waste rate/bill comparisons to other neighboring utilities, and other related services, which may be requested from time to time by the City. Such services will be performed on an "as needed" basis at the request of the City. The terms reflected in this proposed work authorization will be accepted by the issuance of a Purchase Order by the City, which shall be effective for thirty (30) days from the date of submission of the proposal.

We appreciate the opportunity to assist the City relative to its solid waste system. The receipt of the Purchase Order from the City which accepts the scope and terms of the proposed work authorization will serve as our notice to proceed. If you should have any questions regarding the proposed work authorization, please do not hesitate to contact us.

Respectfully,

Ryper Water Analytics,



Ryan Smith

180 SOUTH KNOWLES AVE – SUITE 9 – WINTER PARK, FL 32789
Tel: 407-537-9878 O Email: Ryan@ryperwater.com O Website: www.ryperwater.com

CITY OF BOYNTON BEACH
GENERAL FINANCIAL AND RATE CONSULTING SERVICES

OBJECTIVE

It is the general intent of this scope of services to provide utility financial consulting services to the City of Boynton Beach ("the City") for the purpose of performing miscellaneous projects to the benefit of the solid waste system. It is the intent of the services to be performed under this Work Authorization that such services will be limited in scope and budget.

SCOPE OF SERVICES

The scope of services to be performed by Ryper in relation to conducting the miscellaneous services as requested from time to time by the City will include the following:

Task I – Data Compilation and Review: Where considered necessary, Ryper will review compiled data provided by the City relative to analyses being performed as requested. Ryper will assist the City, where necessary, to compile the appropriate information to conduct the financial reviews and analyses as considered necessary.

Task II – Conduct Financial Analyses: As requested by the City, Ryper will perform the necessary financial analyses and prepare corresponding work papers for such analyses for consideration by the City. The analyses will be prepared in sufficient detail based on project scope to meet the conclusions or support the recommendations provided by Ryper relative to the request for services as delineated by the City.

Task III – Presentation: Ryper will attend necessary meetings, prepare the necessary correspondence (e.g., PowerPoint presentation), and attend public hearings considered necessary in support of the request for services as provided by the City.

To the extent a specific scope of services is prepared under this Work Authorization, such services will be in accordance with the terms and conditions of this Work Authorization, including contract price and contract terms.

STAFF ASSISTANCE

As with any financial analyses, the City's staff will be called upon to provide assistance to Ryper to complete the engagement on a timely basis. The following is a list of the activities anticipated to be performed by the staff of the City:

1. The gathering of specific customer, operational, and financial data and information relative to the Project;

2. The performance of certain analyses relative to the compiling of data if not in a usable format in general records and reports of the City;

3. Aiding in the formulation of policy decisions relative to cost or need determination, cost allocations, and rate recommendations. An example would include capital improvements project prioritization, etc.; and

4. Performing a general review and providing comments relative to the results of our analyses.

5. Delays in the Project schedule at no fault to Ryper, which may have impacts on analyses performed, and which would affect the budget for the scope of services reflected herein.

SCHEDULE

Ryper will begin work on the Project upon receipt of a purchase order from the City. Ryper will endeavor to complete the Scope of Services within the timeframe of the City's schedule to complete the Project, subject to any excused delay occasioned by factors beyond Ryper's reasonable control.

PROPOSED FEES

Ryper shall bill for the services described above on an hourly basis with a not-to-exceed budget limitation of $9,995. A further breakdown of the estimated Ryper personnel hours and proposed fees is shown below in Exhibit A.

Exhibit A – Cost Estimate				
Description	**Project Manager**	**Financial Analyst**	**Clerical**	**Total**
Direct Labor Rates	$165	$100	$65	
Task 1 – Data Compilation and Review	2	2	1	4
Task 2 – Conduct Financial Analysis	30	26	1	19
Task 3 – Presentation	8	4	1	13
Total Hours	**40**	**32**	**3**	**36**
Total Labor Cost	**$6,600**	**$3,200**	**$195**	**$9,995**
Travel Allowance				**$0**
Total Project Budget				**$9,995**

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-113- Ratifying the Conflict of Interest Waiver relating to Lewis, Longman & Walker, P.A., representing the South Central Regional Wastewater Treatment Board as General Counsel.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-113.

Explanation of Request: The City of Boynton Beach acknowledges that the law firm of Lewis, Longman & Walker, P.A. (the "Firm"), which will represent South Central Regional Wastewater Treatment Board as General Counsel, also represents the City of Boynton Beach. The Firm has informed the City of Boynton Beach that due to the existing representation of the City of Boynton Beach and the proposed representation of South Central Regional Wastewater Treatment Board, there is a potential for a future conflict to arise among the interests of the City of Boynton Beach and South Central Regional Wastewater Treatment Board. However, South Central Regional Wastewater Treatment Board, the City of Boynton Beach, and the Firm, at the present time, do not deem the representation of these parties as being in conflict. Accordingly, to move forward with the representation of the South Central Regional Wastewater Treatment Board as General Counsel, the South Central Regional Wastewater Treatment Board and the City of Boynton Beach shall each execute a Waiver of Conflict of Interest.

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

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
R25-113 Agenda_Item_3084-2025_Resolution_for_Lewis__Longman___Walker_Waiver.docx
signed Waiver

RESOLUTION NO. R25-113

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE CONFLICT OF INTEREST WAIVER RELATING TO LEWIS, LONGMAN & WALKER, P.A., REPRESENTING THE SOUTH CENTRAL REGIONAL WASTEWATER TREATMENT BOARD AS GENERAL COUNSEL; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of Boynton Beach acknowledges that the law firm of Lewis, Longman & Walker, P.A. (the "Firm"), which will represent South Central Regional Wastewater Treatment Board as General Counsel, also represents the City of Boynton Beach. The Firm has informed the City of Boynton Beach that due to the existing representation of the City of Boynton Beach and the proposed representation of South Central Regional Wastewater Treatment Board, there is a potential for a future conflict to arise among the interests of the City of Boynton Beach and South Central Regional Wastewater Treatment Board. However, South Central Regional Wastewater Treatment Board, the City of Boynton Beach, and the Firm, at the present time, do not deem the representation of these parties as being in conflict. Accordingly, to move forward with the representation of the South Central Regional Wastewater Treatment Board as General Counsel, the South Central Regional Wastewater Treatment Board and the City of Boynton Beach shall each execute a Waiver of Conflict of Interest; 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 ratify the Conflict of Interest Waiver relating to Lewis, Longman & Walker, P.A., representing the South Central Regional Wastewater Treatment Board as General Counsel.

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 waive the potential conflict of interest between the City and the Firm, and ratifies the Conflict of Interest Waiver as provided in the waiver attached hereto as Exhibit A.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby ratifies the City Manager's execution of the written waiver.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

WAIVER OF CONFLICT OF INTEREST

City of Boynton Beach hereby acknowledges that the law firm of Lewis, Longman & Walker, P.A. (the "Firm"), who will represent South Central Regional Wastewater Treatment Board as General Counsel, also represents the City of Boynton Beach. The Firm has informed City of Boynton Beach that due to the existing representation of the City of Boynton Beach and the proposed representation of South Central Regional Wastewater Treatment Board, there is a potential for a future conflict to arise among the interests of the City of Boynton Beach and South Central Regional Wastewater Treatment Board. However, South Central Regional Wastewater Treatment Board, the City of Boynton Beach and the Firm, at the present time, do not deem the representation of these parties as being in conflict. Accordingly, to move forward with representation of South Central Regional Wastewater Treatment Board as General Counsel, South Central Regional Wastewater Treatment Board and the City of Boynton Beach shall each execute a Waiver of Conflict of Interest.

By signing below:

1. City of Boynton Beach acknowledges and expressly and voluntarily agrees that the facts and assertions contained herein are true and correct. City of Boynton Beach acknowledges and expressly and voluntarily agrees that it has been advised of and has had the opportunity to seek counsel regarding potential conflicts of interest that may arise as a result of the Firm's proposed representation of South Central Regional Wastewater Treatment Board as General Counsel and the representation of the City of Boynton Beach.

2. Notwithstanding any potential conflict, whether real or hypothetical, City of Boynton Beach hereby freely and voluntarily expressly waives any such conflict that may presently exist or that may arise during the course of this representation.

3. This waiver and consent shall be effective until the Firm is given written notice by either South Central Regional Wastewater Treatment Board or the City of Boynton Beach that a conflict, real or perceived, exists with regard to General Counsel that will no longer be waived or until such time as the Firm determines that it is incapable of fully, vigorously and independently representing the interests of the City of Boynton Beach and South

Central Regional Wastewater Treatment Board by virtue of any such real or potential conflict. Should the Firm make such a determination, it will notify the City of Boynton Beach and South Central Regional Wastewater Treatment Board in writing.

4. Should a non-waivable conflict arise, City of Boynton Beach acknowledges and expressly and voluntarily agrees that the Firm will terminate its representation of both entities as to the General Counsel and the Firm will not represent either party relating to any disputes or litigation that may arise thereunder

City of Boynton Beach

Daniel Dugger, City Manager

Date: April 24, 2025

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: Shawna G. Lamb
Shawna G. Lamb,
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-114- Approving the Conditional Settlement and Release of Claim in the matter of Joshua Bernstein v. City of Boynton Beach, totaling $150,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-114.

Explanation of Request: The Code of Ordinances of the City of Boynton Beach, Florida, provides that the settlement of all claims in excess of $50,000 requires approval of the City Commission. Joshua Bernstein ("Plaintiff") brought a claim stemming from an alleged incident that occurred on or about December 13, 2020. A Settlement and Release of Claim was reached with the Plaintiff for $150,000 in exchange for a general release of all claims, which resolves all claims for damages, as well as attorney's fees and costs.

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

Budgeted Item: Yes

Account Line Item and Description: 522-1710-519-49-20 Other Current Charges/Self Insured Loss - Liability

Fiscal Impact: $150,000 as budgeted

Attachments:
R25-114 Agenda_Item_3087-2025_Resolution_for_Bernstein_Release_of_Claim.docx
Exhibit A to Resolution - Release of Claim - signed.pdf

RESOLUTION NO. R25-114

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE CONDITIONAL SETTLEMENT AND RELEASE OF CLAIM IN THE MATTER OF JOSHUA BERNSTEIN V. CITY OF BOYNTON BEACH, TOTALING $150,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Code of Ordinances of the City of Boynton Beach, Florida, provides that the authority for settlement of all claims in excess of $50,000 shall require approval of the City Commission by formal resolution; and

WHEREAS, Joshua Bernstein ("Plaintiff") brought a claim stemming from an alleged incident that occurred on or about December 13, 2020; and

WHEREAS, a Settlement and Release of Claim was reached with the Plaintiff for $150,000 in exchange for a general release of all claims, which resolves all claims for damages, as well as attorney's fees and costs; 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 Conditional Settlement and Release of Claim in the matter of Joshua Bernstein v. City of Boynton Beach, totaling $150,000.

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 Conditional Settlement and Release of Claim in the matter of Joshua Bernstein v. City of Boynton Beach, totaling $150,000, in form and substance similar to that attached as Exhibit A.

SECTION 3. This Resolution shall take effect in accordance with the 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 – 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

RELEASE OF CLAIM
AND INDEMNIFICATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That **JOSHUA BERNSTEIN** hereinafter referred to as "first party", for and in consideration of the sum of **ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/CENTS ($150,000.00)** or other valuable consideration, received from or on behalf of the **CITY OF BOYNTON BEACH, TRISTAR RISK MANAGEMENT, FLORIDA LEAGUE OF CITIES, and FLORIDA MUNICIPAL INSURANCE TRUST,** hereinafter referred to as "second parties", the receipt whereof is hereby acknowledged.

HEREBY irrevocably remises, releases, acquits, satisfies, and forever discharges the said second parties, their agents, servants, employees, and insurers, of and from all, and all manner of action and actions, cause or causes of action, suits, attorneys' fees and costs, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have, against said second parties, for, upon or by reason of any matter, cause or thing whatsoever, arising from that accident which Plaintiffs allege occurred on or about **December 13 2020, at, on, or near 3000 High Ridge Road, Boynton Beach, Palm Beach County, Florida**, and to any cause of action raised in, or that could have been raised in, or arising out of the filing and prosecution of the litigation described as *Joshua Bernstein v. City of Boynton Beach*, Case No. 50-2023-CA-012519-XXXX-MB.

I represent that all medical bills, hospital bills, disability and wage losses, including any subrogation rights or liens for the payment of same by any third party, including any Medicare, Medicaid, hospital, or workers' compensation liens, as well as any claim for reimbursement or subrogation, which arose out of the subject incident sued upon in the aforementioned litigation have been paid in full or will be settled with the proceeds of this settlement. I SPECIFICALLY UNDERTAKE AND AGREE TO INDEMNIFY the second parties for any claims, demands, subrogation rights or liens that may be asserted against the second parties for the above mentioned expenses or losses of the first party.

It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim and the payment is not to be construed as an admission of liability on the part of the second parties, by whom liability is expressly denied.

I have carefully read the Release of Claim and understand its terms, operation, and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20 day of MARCH, 2025.

Signed, sealed and delivered in the presence of:

JOSHUA BERNSTEIN

WITNESS

STATE OF FLORIDA)
)SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 20 day of MARCH, 2025, by JOSHUA AVIHAIL BERNSTEIN who is personally known to me, or who has produced FL DL as identification.

WALDEMIR PEREIRA SOARES JUNIOR
Notary Public, State of Florida
Commission# HH 335006
My comm. expires Nov. 21, 2026

Notary Public, State of Florida at Large

Printed Name: Waldemir Pereira Soares Junior

(NOTARY SEAL)

My commission expires:

This Instrument Prepared By:
CHRISTOPHER J. STEARNS, ESQ.
Johnson, Anselmo, Murdoch,
Burke, Piper & Hochman, P.A.
2455 East Sunrise Blvd., Suite 1000
Fort Lauderdale, FL 33304
Telephone: (954) 463-0100
Fla. Bar No. 557870

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-115- Approve the final ranking for RFP No. PLDEV25-012R Public Art Master Plan Review (Consultant) as recommended by the evaluation committee and allow negotiations to begin with the top-ranked proposer Machinic, LLC, Future Forms, and if negotiations fail to culminate into an agreement with the top-ranked proposer, enable staff to terminate negotiations and allow negotiations to begin with the 2nd-ranked proposer Designing Local, LLC.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-115.

Explanation of Request: An Art Master Plan is vital for the City of Boynton Beach as it strategically integrates public art into the urban landscape, enhancing the city's identity as a vibrant, creative seaside community. By incorporating technologically advanced and interactive artworks that reflect the natural environment, the plan fosters cultural interaction, education, and economic development. This approach not only enriches the daily experiences of residents and visitors but also positions Boynton Beach as a destination for artists and art enthusiasts, contributing to the city's vision of providing distinctive art experiences and promoting a sustainable future.

To facilitate the process of developing a Public Art Master Plan, the Purchasing Division worked with Planning and Development to develop a Request for Proposal ("RFP"). The RFP was released on February 12, 2025, with a non-mandatory pre-proposal meeting on February 19, 2025. The solicitation was distributed to create maximum competition and had a proposal submission due date of March 12, 2025. As a result of the broadcast, the City received five proposal submissions from the RFP.

The evaluation committee was comprised to review the submittals in accordance with the criteria of the RFP. The evaluation committee began reviewing and preliminary scoring the proposals after they were distributed. On March 31, 2025, the committee met at a publicly noticed, open-to-the-public meeting to discuss the submittals and the pros and cons of each. As a result of the meeting, the committee determined that it was in the City's best interest to shortlist the top two scoring proposal packages and request oral presentations.

On April 7, 2025, the evaluation committee witnessed presentations from the top two ranked firms:

1. Designing Local, LLC and,
2. Machinic, LLC.

After witnessing the presentations, the evaluation committee reconvened in a publicly noticed meeting, open to the public, to assess each presentation's strengths and weaknesses. Following this discussion, the evaluation committee ranked Machinic, LLC as the top firm, while Designing Local was ranked second.

The evaluation committee decided collectively through a consensus that it was in the best interest of the City to request the Commission's authorization and approval to allow negotiations to begin with the top-ranked firm, Machinic LLC, and if negotiations fail to culminate into an agreement with the top-ranked firm, enable staff to terminate negotiations and allow negotiations to begin with the second-ranked firm, Designing Local, LLC. Staff will bring back the final agreement to the City Commission for approval.

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

Budgeted Item: Yes

Account Line Item and Description: This item, Public Art Master Plan, was budgeted in account 151-2611-579.49-17.

Fiscal Impact: N/A

Attachments:
R25-115 Agenda_Item_3050-2025_Resolution_for_RFP_PLDEV25-012R_Negotiations.docx
Complete RFP with Addenda.pdf
Designing Local
MACHINIC
Price Proposal Comparison.pdf

RESOLUTION NO. R25-115

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE FINAL RANKING FOR REQUEST FOR PROPOSAL NO. PLDEV25-012R FOR PUBLIC ART MASTER PLAN REVIEW (CONSULTANT) AS RECOMMENDED BY THE EVALUATION COMMITTEE AND ALLOW NEGOTIATIONS TO BEGIN WITH THE TOP-RANKED PROPOSER MACHINIC, LLC, D/B/A FUTURE FORMS, AND IF NEGOTIATIONS FAIL TO CULMINATE INTO AN AGREEMENT WITH THE TOP-RANKED PROPOSER, ENABLE STAFF TO TERMINATE NEGOTIATIONS AND ALLOW NEGOTIATIONS TO BEGIN WITH THE 2ND-RANKED PROPOSER DESIGNING LOCAL LLC; AND FOR ALL OTHER PURPOSES.

WHEREAS, an Art Master Plan is vital for the City of Boynton Beach as it strategically integrates public art into the urban landscape, enhancing the City's identity as a vibrant, creative seaside community, contributing to the City's vision of providing distinctive art experiences and promoting a sustainable future; and

WHEREAS, to facilitate the process of developing a Public Art Master Plan, the Purchasing Division worked with Planning and Development to develop a Request for Proposal ("RFP"); and

WHEREAS, the City received five proposal submissions from the RFP; and

WHEREAS, an evaluation committee was comprised to review the submittals in accordance with the criteria of the RFP; as a result of the meeting, the committee ; shortlisted the top two scoring proposal packages, requested and oral presentations, and subsequently ranked Machinic, LLC as the top firm, while Designing Local, LLC was ranked second; 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 final ranking for Request for Proposal No. PLDEV25-012R for Public Art Master Plan Review (Consultant) as recommended by the evaluation committee and allow negotiations to begin with the top-ranked proposer Machinic, LLC, d/b/a Future Forms, and if negotiations fail to culminate into an agreement with the top-ranked proposer, enable staff to terminate negotiations and allow negotiations to begin with the 2nd-ranked proposer Designing Local, 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 approve the final ranking for Request for Proposal No. PLDEV25-012R for Public Art Master Plan Review (Consultant) as recommended by the evaluation committee and allow negotiations to begin with the top-ranked proposer Machinic, LLC, d/b/a Future Forms, and if negotiations fail to culminate into an agreement with the top-ranked proposer, enable staff to terminate negotiations and allow negotiations to begin with the 2nd-ranked proposer Designing Local, LLC.

SECTION 3. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

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

REQUEST FOR PROPOSALS (RFP)

PUBLIC ART MASTER PLAN REVIEW (CONSULTANT)

RFP No. PLDEV25-012R

PUBLISH DATE:

February 12, 2025

ALL QUESTIONS DUE:

February 24, 2025 by 5:00 PM

NON-MANDATORY PRE-PROPOSAL CONFERENCE:
February 19, 2025 at 1:30 PM

TEAMS LINK
Location:
CITY OF BOYNTON BEACH
ROOM 115
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435

PROPOSAL DUE AND OPENING DATE:

March 12, 2025 at 3:00 PM

Where to Deliver Proposal
Boynton-beach.bidsandtenders.net

bids&tenders Online Submission Only

Advertisement Date: February 12, 2025

REQUEST FOR PROPOSALS
PUBLIC ART MASTER PLAN REVIEW (CONSULTANT)
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The City of Boynton Beach

Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

NOTICE TO PROPOSERS

REQUEST FOR PROPOSALS
FOR
PUBLIC ART MASTER PLAN REVIEW (CONSULTANT) SERVICES

RFP No. 25PLDEV-012R

Electronic Requests for Proposals (RFPs) shall be received by the e-procurement system up until **March 12, 2025; No Later Than 3:00 P.M. (Local Time);** unless specified otherwise and may not be withdrawn within (120) days after such date and time.

All RFPs received will be publicly opened and acknowledged of receipt by the City's e-procurement system electronically. The e-procurement system does not permit RFPs received after the assigned date and time. For the above reasons, it is recommended that the proposer(s) allow sufficient time to complete your online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED PROPOSERS:

To obtain documents online, please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

INTRODUCTION:

The City of Boynton Beach (City) aims to develop a Public Art Master Plan to establish a robust and comprehensive framework for the Public arts within the City. The plan should serve as a definitive guide for utilizing public art funds acquired through City development projects, ensuring these resources are optimally utilized for the benefit and enjoyment of the Boynton Beach residents.

The Public Art Master Plan will align closely with Boynton Beach's broader development goals, promoting creativity, cultural enrichment, city beautification, and civic pride. It will prioritize inclusivity and accessibility, ensuring that public art installations reflect the diversity and identity of the City's residents.

Ultimately, this initiative underscores the City's commitment to thoughtfully and impactfully leveraging public resources, enhancing its residents' quality of life, and fostering a sense of place that celebrates art and community in Boynton Beach.

SCOPE OF SERVICES:
The City of Boynton Beach seeks the services of a professional marketing art firm (or qualified entity) to develop a Public Art Master Plan that aligns with the City's cultural, economic, and social goals.

The Proposer(s) shall act as an independent contractor and not as an employee of the City.

PRE-PROPOSAL CONFERENCE:

A **NON-MANDATORY** Pre-Proposal Conference AND Site Meeting is scheduled for **February 19, 2025, at 1:30 PM** and will be held at City of Boynton Beach City Hall Room 115, 100 East Ocean Avenue, Boynton Beach, Florida 33435. Immediately following conference, there will be Site Visits Virtually will take Place and attendee, will visit some of the City Proposed Sites. Please note that this Pre-Proposal Conference meeting will be recorded, all parties interested in bidding on this project should attend this Meeting and Site Visits Virtually.

The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed contract, answer questions on the solicitation document, review the qualifications requested, provide instructions for submitting proposals, and discuss other relevant issues.

Sealed Bids must be received electronically via the City's encrypted procurement management system, bids&tendersTM on or before the date and time referenced above. Any Proposal received after 3:00 PM on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal Bid is received will be resolved against the Bidder.

If any discussions or questions at the pre-proposal meeting require, in the City's opinion, official additions, deletions, or clarifications of the solicitation or any other document, the City will issue an addendum to this Request for Proposals, as the City determines is appropriate.

No oral representation or discussion taking place at the pre-proposal meeting will be binding or may be relied upon by any person or entity. All questions prior to the pre-proposal meeting should be submitted in writing through the City's e-procurement system by the deadline for questions.

Questions related to this RFP are to be submitted to the Purchasing representative through the e-procurement system only by clicking on the "Submit a Question" button for this specific solicitation.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of the City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Division Director or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract that violates the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.071, sealed Proposal responses received by the City in response to a Request for Proposal are exempt from public records disclosure requirements until thirty (30) days after the opening of the Proposals unless the City announces intent to award sooner. If the City rejects all Responses submitted in accordance with a Request for Proposal, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Proposal response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Proposals, or replies.

CITY OF BOYNTON BEACH

PUBLIC ART MASTER PLAN REVIEW (CONSULTANT)
RFP No.: 25PLDEV-012R

SECTION I – INSTRUCTION TO PROPOSERS – SUBMISSION REQUIREMENTS

Procurement Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The consultant's qualifications, experience, and price will be factors in the evaluation.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in Section IV.

PURCHASING DIVISION

Our Purpose: The City of Boynton Beach's Purchasing Division is dedicated to fostering equitable and fair competition in our solicitations through a transparent procurement process. We actively collaborate with local vendors to ensure that every participant has an equal opportunity to secure government contracts. Our commitment to fairness and transparency is unwavering.

Our Mission Statement: *We are unwavering in our commitment to promoting integrity, transparency, and fairness in every step of the procurement process. This dedication is the cornerstone of our mission.*

We strive to maximize value for our community by fostering competitive opportunities for local businesses, ensuring compliance with regulations, and delivering exceptional service to our stakeholders. Through collaboration, planning, and innovation, we aim to support the city's goals while enhancing the economic vitality of our region.

Key Goals: *As guardians of the public trust, our Purchasing Division is deeply committed to its purpose and mission. Upholding the values of vision, integrity, efficiency, and quality service, we strive to fulfill our commitments with unwavering dedication.*

Community Impact: *Our local, state, and nationwide vendors are essential partners in our purpose and mission. We are dedicated to collaborating with qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and exceptional customer service.*

A Message to our Vendors:

Your work as a vendor is not just about delivering products and services. It's about enhancing the overall value of our services to our residents. We expect high-quality products and efficient services, delivered on time and as specified, to make a real difference in our community. Additionally, we anticipate that our vendors will collaborate with us as a team and maintain the highest standards of integrity in all interactions with the city's offices and departments. These are expectations and standards we hold all our vendors to.

Diligence in fulfilling the requirements of this solicitation will significantly enhance the overall quality of services delivered to our community. The City seeks a firm that embodies these principles in its work, and the successful candidates will be evaluated against the performance standards detailed in this solicitation.

1.0 DEFINITIONS

Whenever the following terms appear in the RFP or Proposal, the intent and meaning shall be interpreted as follows:

"Addenda"
Written or graphic instruments issued before opening solicitations that clarify, correct, or change the solicitation requirements or the contract document.

"Agreement"
The written agreement between the City and the Consultant covering the scope of work to be performed, including other Contract Documents attached to the Agreement and made a part thereof. The words "Agreement" and "Contract" are used interchangeably.

"City" or "Owner"
The City of Boynton Beach, Florida, a municipal corporation of the State of Florida

"Contract Administrator"
The Department's Director or some other employee expressly designated as Contract Administrator in writing by the

Director, who is the representative of the City concerning the Contract Documents.

"Contract Documents"

The Contract Documents consist of this Agreement, conditions of the contract (General, Supplementary, and other Conditions), drawings, specifications of this solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These Contract Documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

"Consultant "

The individual or firm who successfully receives the award for work to be completed as defined by this solicitation. Also referred to as Successful Proposer.

"Contract Administrator"

The City's authorized Contract representative.

"Defective"

An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, or deficient, does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

"Evaluation/Selection Committee"

City Staff and /or outside consultants or subject matter experts who are assigned to evaluate the submitted proposals.

"Interested parties"

Firms or proposers interested in the solicitation and plan to eventually become proposers.

"Notice to Proceed"

A written notice given by the City to the Consultant fixing the date on which the contract time will commence to run and on which the Consultant shall start to perform the Consultant's obligations under the Contract Documents. Such Notice is to be issued by the project Contract Administrator.

"Online e-procurement system" or "e-procurement system"

The City of Boynton Beach's solicitation management system is "bids&tenders."

"Procurement Services"

The Procurement Division - Department of Finance of the City of Boynton Beach.

"Proposer/Offeror/Responder"

Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this solicitation, the terms "Offeror," "Proposer," and "Responder" are used interchangeably and have the same meaning.

"Request for Proposals (RFP)"

A method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract.

"Sub-Consultant"

Any person, firm, entity, or organization, other than the employees of the Consultant, who contracts with the Consultant to furnish labor, or labor and materials, in connection with the work or services to the City, whether directly or indirectly, on behalf of the Consultant.

"Responsible Proposer"

This means a person or firm capable of fully performing the requirements in the RFP and agreement and having the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance.

"Responsive Proposer"

This means a Person or firm who has submitted a Proposal that conforms in all material respects to the requirements outlined in this RFP.

"Written Amendment"

A written amendment of the Contract Documents, signed by the City and the Consultant on or after the Effective Date of the Agreement and typically dealing with non-technical aspects rather than strictly work-related aspects of the Contract Documents.

"Unit Price or Hourly Wage Work"

Work to be paid for based on unit prices outlined within the RFP.

"Project, Services, or Program"

All matters that will be required to be done by the Consultant in accordance with the Scope of Work, Terms and Conditions, and Special Provisions of this RFP.

The following instructions are given to guide Proposers in adequately preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

1.1 DEPARTMENTS WITHIN THE CITY OF BOYNTON BEACH

Anytime the City releases a new solicitation, it will contain a prefix of one of the following types:

AC = Arts and Culture
BD = Building Department
CC = City Clerk
CW = Citywide
CS = Community Standards
DS = Development Services
FIN = Financial Services
FR = Fire Rescue
GO = Golf
HR = Human Resources
ITS = Information Technology Solutions
LIB = Library
PLDEV = Planning and Development
PUBA = Public Affairs
PW = Public Works
PD = Police Department
RP = Recreations and Parks
UTL = Utilities

This prefix will denote the department responsible for initiating the solicitation request.

1.2 TYPES OF SOLICITATIONS PROVIDED BY THE CITY

Anytime the City releases a new solicitation, it will contain a suffix of one of the following types:

B = Invitation for Bid (ITB)
R = Request for Proposal (RFP)
L = Letter of interest (LOI)
Q = Request for Qualifications (RFQ)
RQ = Request for Quote (RFQ)

This suffix will determine what type of solicitation the City will be procuring.

The City reserves the right to add any additional solicitation types at any time.

1.3 PROCUREMENT DEFINITION FOR SOLICITATION

A **Request for Proposal (RFP)** is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The consultant's qualifications, experience, and price will be factors in the evaluation.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in SECTION IV.

1.4 ONLINE E-PROCUREMENT SYSTEM – (bids&tenders)

A. The City of Boynton Beach utilizes an electronic online e-procurement system service to notify and distribute its solicitation documents; please visit Boynton-beach.bidsandtenders.net.
B. To obtain documents online, please visit Boynton-beach.bidsandtenders.net.
C. Before registering for the opportunity, you may preview the solicitation documents with a Preview Watermark. Documents are not provided in any other manner.
D. Proposers are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the e-procurement System, not when a Submittal is submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.
E. For the above reasons, sufficient time is recommended to complete your RFP Submission and resolve any issues that may arise. The online e-procurement system's web clock shall determine the closing time and date.

F. Proposers should contact bids&tenders support listed below at least twenty-four (24) hours prior to the closing time and date if they encounter any problems.

G. The e-procurement system will send a confirmation email to the Proposer advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

1.5 EXAMINATION OF CONTRACT DOCUMENTS

A. Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if Applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

B. The Offeror, by and through the submission of a Proposal, agrees that it shall be held responsible for having examined the facilities and equipment (if applicable), is familiar with the nature and extent of the work and any local conditions that may affect it, and is familiar with the equipment, materials, parts, and labor required to perform the work successfully.

1.6 ELIGIBILITY OF PROPOSER

To be eligible to respond to participate in this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the contract, have successfully provided services similar magnitude as those specified in SECTION II. SCOPE OF WORK (SERVICES) of this solicitation to at least one city similar in size and complexity to the City of Boynton Beach or can demonstrate they have the experience with large-scale private sector clients and the managerial and financial ability to perform the services successfully.

1.7 QUALIFICATIONS OF PROPOSERS

A. No e-submission will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Boynton Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.

B. The City is not required to award any jobs to a Consultant based solely on their lowest e-submission price.

C. Awards will be based on past performance and quality of work in addition to the Consultant's RFP response.

D. If selected for a contract, all Consultants must perform to the satisfaction of the City before being considered for award of additional contracts.

E. Consultants whose performance is unsatisfactory shall be subject to debarment or suspension.

1.8 PRE-PROPOSAL CONFERENCE

The City will hold a In Person and Virtual , non-mandatory pre-proposal conference for this project. The information regarding such a meeting will be noted on the 1st and 2nd page of this document.

1.9 QUESTIONS AND ADDENDA ON THIS SOLICITATION

From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract Documents. Since all addenda are available to Proposers through the City's e-Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Proposer to have received ALL addenda issued.

Proposers should check online at Boynton-beach.bidsandtenders.net before submitting their proposal and until the proposal closing time and date in the event, to ensure no additional addenda are issued.

If a Proposer submits their proposal before the solicitation closing time and date and an addendum has been issued, the e-procurement system shall WITHDRAW the proposal.

The submittal status will change to an INCOMPLETE STATUS, and the Proposal will be withdrawn. The Proposer can view this status change in the "MY BIDS" section of the e-procurement system.

A. The Proposer is solely responsible for creating any required adjustments to their Proposal, acknowledging the addenda, and ensuring the re-submitted Proposal is RECEIVED by the e-procurement System no later than the stated Proposal closing time and date.
B. The Proposer is responsible for submitting written questions or requesting clarification for items included in this solicitation through bids&tenders.
C. All responses to questions or inquiries, interpretations, and supplemental instructions will be in the form of a written addenda, which, if issued, will be posted through bids&tenders.
D. No verbal interpretations may be relied upon.
E. Failure of any proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document.
F. Proposer shall acknowledge receipt of any addenda through the e-procurement system by checking a box for each addenda and any applicable attachment.
G. It is the Proposer's responsibility to have received all issued addenda. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the solicitation closing time and date in the event additional addenda are issued.
H. If any interested parties have received this RFP packet from a source other than bids&tenders directly and the Interested Party is not registered with bids&tenders, they must register with bids&tenders.
I. No negotiations, decisions, or actions shall be initiated by the Proposer because of any discussions with a City employee.
J. Only those communications in writing from the Purchasing Division may be considered a duly authorized expression. Also, only communications from proposers submitted through bids&tenders in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.
K. Late Submittal Responses are not permitted by the e-procurement system.
L. To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Proposer has obtained this solicitation from a third party, the responsibility is on the Proposer to create an e-procurement system vendor account and register as a plan taker for the solicitation with bids&tenders.
M. All expenses for making submittal responses to the City are to be borne by the Proposer.

1.10 MISTAKES WITHIN RFP

Proposers are cautioned to examine all terms, conditions, specifications, scope of work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure to examine all pertinent documents shall not entitle the proposer to any relief from the conditions imposed in the Agreement and may lead to the rejection of a proposal.

1.11 SUBMISSION OF THE PROPOSAL

A. The City's e-procurement solicitation system shall receive ELECTRONIC SOLICIAITON SUBMISSIONS ONLY.
B. **Hardcopy submissions are not permitted.**
C. Electronic Request for Proposals for this solicitation shall be received by the City's e-procurement system no later than the time outlined on page #1 of this solicitation.
D. Late responses are not permitted by the e-procurement system. It shall be the sole responsibility of the Proposer to have their Request for Proposals submittal submitted online.
E. All proposals shall be submitted in English.
F. All prices, terms, and conditions proposed in the submitted response shall be expressed in U.S. Dollars and will be firm for acceptance for ONE HUNDRED TWENTY (120) calendar days after the closing of the RFP.

1.12 SOLICITATION FORMS

A. The Proposer will submit a response to the solicitation (RFP) on the proposal submission forms provided. All proposal submissions prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.

B. The Proposer must state the price and the time of delivery for which they propose to deliver the equipment or service requested.

C. The Proposer must be licensed to do business as an individual, partnership, or corporation in the State of Florida.

D. All proposal submission forms should be executed and submitted for easy identification. Responses not submitted on proposal submission forms may be rejected.

E. All proposal submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

1.13 EXECUTION OF SOLICITATION DOCUMENTS

Proposal submissions to this solicitation must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

1.14 CAUSES FOR REJECTION

No response will be canvassed, considered, or accepted which, in the opinion of the City's evaluation committee, is incomplete, informal, or unbalanced or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify a response for all items called for in the schedule may render the proposal invalid.

1.15 REJECTION OF PROPOSALS

A. The City reserves the right to reject any proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is appropriately qualified to carry out the obligations and to complete the work contemplated.

B. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected if it indicates serious omissions, alterations in form, additions not called for, conditions, unauthorized alternates, or irregularities of any kind.

C. The City reserves the right to reject any or all proposals, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

1.16 WITHDRAWAL OF PROPOSALS

Any Responder may, without prejudice to themself, withdraw its response at any time prior to the expiration of the time during which responses may be submitted. Such withdrawal request must be in writing and signed in the same manner and by the same person who signed the response through bids&tenders. After the expiration period for receiving responses, no proposal can be withdrawn.

1.17 NO SUBMITTAL

A NO SUBMITTAL response can be submitted online through bids&tenders the e-procurement system.

1.18 SOLICITATION DEADLINE

The Proposer is responsible for ensuring that the proposal is submitted electronically by or at the proper time and date before the solicitation deadline. The e-procurement solicitation system does not permit late submission responses.

1.19 RIGHTS OF THE CITY FOR THIS REQUEST FOR PROPOSALS (RFP)

The City reserves the right to the following:

A. Reject any or all proposals.

B. Reject or cancel any or all proposals during the procurement process.

C. Reissue the solicitation.
D. Extend the RFP deadline time and date.
E. Procure any item by other means.
F. Increase or decrease the quantity specified in the Request for Proposals (RFP).
G. Consider and accept an alternate proposal as provided herein when most advantageous to the City.
H. Waive any defect, irregularity, or informality in any RFP procedure.
I. Waive as an informality technical error, minor deviations from specifications, defect, or accept a portion of any proposal deemed to be the most responsive, responsible Proposer(s) representing the most advantageous submission to the City.
J. In determining the "most advantageous proposal," price, quantifiable factors, and other factors are considered. Such factors include but are not limited to:
   a. Statement of Work
   b. Price Proposal
   c. Other factors contributing to the overall RFP outlined in SECTION IV – EVALUATION OF PROPOSALS.
K. Consideration may be given but is not necessarily limited to conformity to the specifications, including timely delivery; product warranty; a Proposer's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other agreements with the City or other government entities.

1.20 PROTEST PROCEDURE

Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Purchasing Director, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the submittal price or $5,000, whichever is less.

The bond will be refunded to a protester if the protest is upheld. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Division within the deadlines as follows:

A. If the protest relates to a Request for Proposal, must be received before the solicitation submittal deadline date.

B. If the protest relates to any other matter relating to the solicitation, including the intent to award of an agreement, the protest must be received no later than **THREE (3)** regular business days after the date of the intent to award notification of award by a member of the purchasing staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

1.21 MINIMUM STANDARDS REQUIRED BY THE CITY

Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Proposer has the following:
A. The appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements.
B. A satisfactory record of performance.
C. A satisfactory record of integrity.
D. Qualified legally to contract within the State of Florida and the City of Boynton Beach.
E. Supplied all necessary information in connection with the inquiry concerning responsibility.

1.22 DISQUALIFICATION OF PROPOSER

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe collusion exists between proposers.

Automatic disqualifiers are as follows:
A. Not being licensed to perform the required work by the Consultant.
B. Not being eligible to submit a proposal due to violations listed under "Public Entity Crimes."

C. Not completing all required forms outlined in Section III 3.4 F.

1.23 INFORMATION AND DESCRIPTIVE LITERATURE

The Proposer must furnish all information requested in the spaces provided on the proposal submission form. Further, as may be specified elsewhere, each Proposer may need to submit cuts, sketches, descriptive literature, and technical specifications covering the products or services offered for proposal evaluation. Reference to literature submitted with a previous submittal or on file with the City will not satisfy this provision.

1.24 INTERPRETATIONS

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, officer, or employee during the solicitation process as described in the Cone of Silence except as otherwise specified. If the Proposer should be in doubt as to the meaning of any of the solicitation documents or believes that the plans and/or specifications contain errors, contradictions, or reflect omissions, the Proposer shall direct questions to the Purchasing representative through the e-procurement solicitation system only by clicking on the "Submit a Question" button for this solicitation, no later than ten (10) days prior to the solicitation deadline.

1.25 CERTIFICATIONS, LICENSE, AND PERMITS

A. Unless otherwise directed by the City, the Proposer should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Licensing Board in the name of the Proposer.

B. If applicable, the Proposer shall also maintain a current Local Business Tax Receipt (Occupational License) for the County and all permits required to complete the contractual service at no additional cost to the City.

C. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the Consultant to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City.

D. It is the responsibility of the Proposer to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the Agreement, inclusive of any renewals.

E. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

F. Failure to meet this requirement shall be considered a default of the Agreement.

1.26 SUB-CONSULTING

A. If a Proposer utilizes sub-consultants for any portion of the Agreement for any reason, the Proposer should state the name and address of the sub-consultant and the name of the person to be contacted on the online form within the e-procurement system under "Schedule of Sub-consultant."

B. The City of Boynton Beach reserves the right to accept or reject any or all proposals wherein a sub-consultant is named and to make the award to the Consultant, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City.

C. The City also reserves the right to reject a submission of any Proposer if the solicitation names a sub-consultant who has previously failed to perform an award properly or failed to deliver on-time contracts of a similar nature or who cannot perform correctly under this award.

D . The City reserves the right to inspect all facilities of any sub-consultant to determine the foregoing.

E. The sub-consultant will be equally responsible for meeting all requirements specified in this Request for Proposals (RFP).

F. Proposers are encouraged to seek participation from minority and women-owned business enterprises in subcontracting opportunities. The City reserves all rights to determine the foregoing.

1.27 ESCALATOR CLAUSE

Any proposal that is submitted subject to an escalator clause will be rejected.

1.28 EXCEPTIONS BY PROPOSER

A. Incorporation in a proposal of exceptions to any portion(s) of the Contract Documents may invalidate the proposal. Exceptions to the Scope of Work and/or Special Provisions shall be clearly and specifically noted in the submitted proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS,**" which shall be attached to the proposal.

B. Any exceptions taken to the terms and conditions of the solicitation or the City's Agreement shall be considered a part of the Proposer's solicitation response and will be considered by the City in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions does not denote acceptance by the City. Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City/evaluation committee and ultimately may impact the overall evaluation of a Proposer's submittal.

C. The use of the Proposer's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract Documents.

1.29 TRADE SECRET

Any language contained in the Proposer's proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is, in the City's opinion, a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City that the Proposer claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

1.30 ANTI-KICKBACK AFFIDAVIT

Each Proposer shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

1.31 CONFLICT OF INTEREST / GIFT POLICY

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. All Proposers shall disclose the name of any City employee or relative of a City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches.

A. CONFLICT OF INTEREST:

No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a proposer considered for a City contract.

In addition, the Proposer shall disclose to City in writing all federal criminal law violations involving fraud, bribery, or gratuity that potentially affect the award of this solicitation. Failure to make the required disclosures can result in withheld payments, award termination, suspension, or debarment of the proposer.

B. ORGANIZATIONAL CONFLICT OF INTEREST:

The Proposer shall not have activities or relationships (a) causing the Proposer to be unable, or potentially unable, to render impartial assistance or advice to the City; (b) impairing the Proposer's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

1.32 GIFT POLICY

No Proposer who is a party to, or receives a benefit from, this Agreement shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the City. Further, no officer, employee, or agent of the City shall solicit or accept a gratuity, favor, or anything of monetary value from a Proposer who is a party to, or receives a benefit from, this Agreement.

1.33 CONFIRMATION OF MINORITY-OWNED BUSINESS

It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Proposer shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its submission.

1.34 LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications, or Requests for Letters of Interest, the solicitation shall include a criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. Local Preference shall not be applied when its application would result in an award that exceeds the otherwise lowest responsive, responsible proposer by 5% or $5,000 whichever is lower. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification, or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Purchasing Division, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference."

Respondents must include the Local Business Status Certification Form with their RFP submissions to be considered for a local business preference.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion.

If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the total 5 points allotted by each evaluation committee member. Firms not meeting the Preference requirements will receive zero points in this evaluation criterion.

1.35 AWARD OF AGREEMENT:

A. Agreement(s) or purchase order(s) will be awarded by the City to the most qualified, responsive, responsible Proposer whose submission represents the most advantageous proposal to the City, the price of the proposal, and other factors considered.

B. Proposals will be evaluated based on the evaluation factors and standards set forth herein. The City reserves the right to reject all proposals and waive technical errors as set forth herein.

C. In the event of a court challenge to an award by any Proposer, damages, if any, resulting from an award shall be limited to actual proposal preparation costs incurred by the challenging Proposer. Each party shall be responsible for its own attorney's fees and costs.

D. In no case will the award be made until all necessary investigations have been made into the Proposer's responsibility and the City is satisfied that the most qualified, responsive, responsible Proposer is qualified to do the work and has the necessary organization, licenses, permits, capital, and equipment to carry out the required work within the time specified.

1.36 SIGNING OF AGREEMENT:

An Award Letter will be presented to the Consultant. Within ten (10) calendar days after the award letter is issued, the Consultant should sign and deliver the Agreement to the City with the required bonds (if applicable) and insurance certificates. After receiving and approving such documents, the Agreement would be executed within thirty (30) calendar days. The City intends to deliver a fully signed and executed Agreement to the Consultant. At times, a purchase order will be issued in lieu of a formal agreement.

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PROFESSIONAL SERVICES (CONSULTANT)
RFP No: 25PLDEV-012R

SECTION II – SCOPE OF WORK (SERVICES) – PROJECT CONTRACT

2.1 BACKGROUND

The City of Boynton Beach aims to develop a Public Art Master Plan to establish a robust and comprehensive framework for the public arts within the city. The plan should serve as a definitive guide for utilizing public art funds acquired through city development projects, ensuring these resources are optimally utilized for the benefit and enjoyment of the Boynton Beach residents.

The Public Art Master Plan will align closely with Boynton Beach's broader development goals, promoting creativity, cultural enrichment, city beautification, and civic pride. It will prioritize inclusivity and accessibility, ensuring that public art installations reflect the diversity and identity of the city's residents.

Ultimately, this initiative underscores the city's commitment to thoughtfully and impactfully leveraging public resources, enhancing its residents' quality of life, and fostering a sense of place that celebrates art and community in Boynton Beach.

2.2 SCOPE OF SERVICES

The City of Boynton Beach seeks the services of a professional firm (or qualified entity) to develop a Public Art Master Plan that aligns with the city's cultural, economic, and social goals.

2.3 TASKS REQUIRED BY CONSULTANT

The Master Plan should include the following activities as outlined by the City listed below:

Task Objectives:

Task 1. Community Engagement:

- Conduct outreach meetings and workshops to engage residents, local arts groups, and stakeholders. Please keep track of all contacts and demographic's data obtained during this process and provided in legible report.
- Collaborate with the community to uncover regional and site-specific narratives.

Task 2. Strategic Planning:

- Identify site-specific opportunities and locations for art interventions and propose strategies for integrating artworks into public spaces.
- Gather information for site locations to be designated for future Public Art, considering the city's mobility plan improvements, beautification initiatives, and comprehensive plan. Please visit the following links for further information:

  https://www.boynton-beach.org/475/Comprehensive-Plan

  https://issuu.com/amanda.bassiely/docs/final_plan_low_res

  https://issuu.com/amanda.bassiely/docs/redevelopmentplan_final_web
- Establish typologies of artworks organized by scale, impact, and experiential quality and clarify unique characteristics for matching art typologies and site locations to create public art focal points, districts, gateways, loops, and corridors of public art experience.
- Integrating the ideologies and information gathered from community engagement into the overarching public art plan framework.

Task 4. Mapping Overlays:

- Develop visual mapping overlays identifying sites for new public art installations, considering factors such as visibility, accessibility, community impact, and alignment with the city's comprehensive plan.
- Mapping areas for proposed and existing public art and their associated art typologies.
- Ensure these overlays are integrated into the City's mapping database.

Task 5. Implementation Strategy:

- Create Public Art Master Plan Guidelines incorporating all formulated policies, programs, sequencing approaches, frameworks for collaborating with artists, pertinent case studies, and maintenance regimens as necessary for the successful execution of integrating public art into the city's overarching existing comprehensive plan (including existing development plans, mobility plan improvements, and beautification initiatives).

Deliverables:

1. Community Engagement Meetings:
   - Develop and provide diverse content, including presentations, posters, handouts, exhibits, and questionnaires to gather community feedback.
2. Public Art Implementation Map Overlay:
   - Provide interactive maps integrated into the city's existing mapping database.
   - Identifying potential site locations of various Public Art typologies, beautification projects, and mobility improvements.
3. Public Art Master Plan Guidelines:
   - Outline detailed action steps for project rollout, including coordination and integration with the city's mobility plans, Community Redevelopment Agency (CRA) redevelopment plan, beautification projects, and their responsibilities. Please see links for additional information stated in Task 2. Strategic Planning listed above.
   - Summarize community input and demonstrate how it informs the final plan.
   - Establish typologies of artworks organized by scale, impact, and experiential quality and clarify unique characteristics for matching art typologies and site locations in cohesion with the Public Art Implementation Map Overlay.

2.4 MINIMUM QUALIFICATIONS OF PROPOSER

Qualifications will only be considered from firms engaged in providing services as described in this RFP and who can provide evidence that they have established a satisfactory performance record in meeting the qualification requirements established in the RFP. Emphasis should be placed on the qualifications and experience of key personnel who will be directly involved in the work. Any sub-consultants proposed for collaboration shall be identified.

The responder should submit the following information with a statement of qualifications. This information, along with any other data that the City considers will be used in determining if the responder is qualified to provide the specified service and work.

1. Firm must have at least ten (10) years of considerable and successful relevant experience.

2. Firm must possess an AICP certification.

2.5 EXPECTED TIMELINE BY THE CITY

The City would like this project to be completed by October 31, 2025. The Proposer(s) shall act as an independent contractor and not as an employee of the City.

2.6 GENERAL

The Consultant(s) shall furnish all tools, materials, equipment, sub-consultants, labor, supervision, etc., as necessary for the Proposer to maintain and complete the assigned as outlined in the agreed-upon scope of work/services provided within this Request for Proposals. All mileage and travel time to and from the job site is not reimbursable. The City reserves the right to negotiate the Agreement's final terms, conditions, and pricing structure as may be in the City's best interest.

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SECTION III – SUBMISSION OF PROPOSALS

3.1 GENERAL REQUIREMENTS

The Technical Proposal aims to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this RFP. As such, the substance of the Proposal will carry more weight than its length, form, or manner of presentation. The Technical Proposal should demonstrate the qualifications of the Proposer and the particular staff to be assigned to this engagement. It should also specify an approach that will meet or exceed the RFP requirements.

The selected Consultant(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFP expeditiously and economically, consistent with the City's needs. Additionally, the Consultant will be required to demonstrate recent experience successfully completing services similar to those specified in this RFP.

3.2 CERTIFICATION AND LICENSES

Proposers must include copies of all applicable certificates, licensing, or business permits related to the Work specified in the scope of work with their proposals.

3.3 DETAILED PROPOSAL

Each of the seven (7) sections listed below shall be completed online through the e-procurement system.

ALL PROPOSAL FORMS ARE TO BE COMPLETED ONLINE

1. Letter of Interest

The Letter of Interest shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.

2. Firm's Qualifications

a. Complete and submit the Proposer's Qualification Statement.
b. Proof of authorization (SUNBIZ) from the Florida Secretary of State to transact business in the State from prime and supporting firms.
c. Describe the Firm and provide a statement of the Firm's qualifications for performing requested consulting services within South Florida.
d. Identify the services that your Firm's staff would complete and those that would be provided by sub-consultants, if any.
e. Identify any sub-consultants you propose to utilize to supplement your Firm's staff. (Maximum of 4 pages)
f. If the Principal place of business is different than the location specified in the Proposer's Qualification Statement, then the proposer shall specify the office location where each project will be managed and produced.

3. Qualifications of Project Team and availability of specialty resources

Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services, including:

a. An organizational chart that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key contract members".

b. Provide resumes for all key project members outlining the relevant experience and education.

4. Current and Projected Workload of the Proposer (by office local, if applicable)

a. Provide quantitative data that clearly indicates the ability of the Proposer to devote the necessary time and resources to successfully complete the service and projects promptly. Current and projected workload data shall be provided for each key project member as follows:

i Current project work listing and remaining labor commitments.

ii Historically, describe the typical number of projects handled by the Proposer's key project managers at any given time.

iii Projected workload of project management activities as defined in the scope of services.

iv Identify any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work.

5. References – Past Performance

Provide a list of three (3) governmental agency references or similar contracts for which the Proposer has completed or is in progress within the past ten (10) years with the following information:

a. Name of Agency
b. Address
c. Contact Name, Email Address
d. Telephone Number

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.

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee may **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

6. Submittal of General Information and Procurement Forms and Documents

Procurement forms must be completed, signed and notarized when required and submitted. In addition, all other request and supporting documentation should be included.

a. Proposer Qualification Statement – ***Upload Online***
b. Non-collusion Affidavit of Proposer – ***Upload Online***
c. *E-Verify Form Under Section 448.095* – ***Upload Online***
d. Certification Pursuant to Florida Statute § 287.135 - ***Upload Online***
e. Anti-Kickback Affidavit – ***Upload Online***
f. *Affidavit of Compliance with Foreign Entity Laws* - ***Upload Online***
g. *Affidavit of Compliance with Anti-Human Trafficking Laws* - ***Upload Online***
h. Proposer Acknowledgement – ***Online Acknowledgement***
i. Addenda Acknowledgement – ***Online Acknowledgement***
j. Confirmation of Minority-Owned Business - ***Online Form***
k. Confirmation of Drug-Free Workplace - ***Online Acknowledgement***
l. Palm Beach Inspector General - **Online Acknowledgement**
m. Local Business Certification -Supplier Must Present copy of Certification.
n. Statement of non-submittal (if applicable) - ***Online Form***
o. Schedule of Sub-Consultants – Upload listing, if applicable.

p. Submit current Florida Professional License(s), including evidence of possession of required licenses – ***Attach and Upload***

q. Submit proof of Professional Liability Insurance at the levels identified on the Insurance Advisory Form as an attachment. – ***Attach and Upload***

r. Submit any Supplemental information relative to this RFP– ***Attach and Upload***

7. **Price Proposal Sheet is a separate document where Proposers will input for this project.**

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PUBLIC ART MASTER PLAN REVIEW (CONSULTANT)
RFP No: 25PLDEV-012R

SECTION IV – EVALUATION OF PROPOSALS

4.1 EVALUATION METHOD AND CRITERIA

A preliminary evaluation of each Proposal will be conducted by the City's Purchasing Division Agent or Designee through the City's electronic e-procurement system Boynton-beach.bidsandtenders.net.

This evaluation determines if the Proposal is responsive to the submission requirements as outlined in this solicitation based on the information provided about your firm. A responsive Proposal follows the solicitation requirements, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

The City will assemble an Evaluation and Selection Committee, herein referred to as "Selection Committee," comprised of City staff and an outside consultant(s), if deemed necessary. The Selection Committee may utilize the City's e-procurement system to electronically evaluate all submittals based on the information provided and criteria as set forth in this solicitation. The City's Selection Committee will act in what they consider to be the best interest of the City and its residents. **Price shall not be the sole determining factor for selection.**

The selection of the best-qualified Respondent(s) will be based on whether the Respondent(s) are responsible and responsive, which means a Firm that has submitted a proposal that conforms in all material respects to the requirements in this RFP. The criteria provided below is provided to assist the Proposer in the allocation of their time and efforts during the submission process. These criteria serve as the evaluation framework used by the Evaluation Committee during both the scoring and, if applicable, the shortlisting process. Please note vendors must be able to provide all items listed through 5, to be considered responsive.

#	Proposal Evaluation Criteria	Possible Point Range	Points
	Compliance with Request for Proposals Requirements (Responsiveness)	**[Mandatory].**	
1.	**Technical Experience:** Previous experience working with other municipalities or organizations, providing services within the scope of work	0 - 10	20
2.	**Community Engagement**: Strong understanding of the community engagement process	0 - 10	10
3.	**Mapping:** Proficiency in mapping and spatial analysis	0-10	15
4.	**Public Planning**: Demonstrated experience in public art planning	0 - 10	10
5.	**Operations and Time Schedules**: Approach to work project, including the ability to meet deadlines	0 - 10	10
	Project Price Proposal		
6	**Price Considerations**	0 - 10	20
7	**Local Vendor Preference (5 points):**	0 or 10	5
8	**Presentations- If requested**	0 - 10	10
	Total Points		100

4.2 QUALITATIVE GUIDELINES FOR ASSIGNING AWARD POINTS TO EVALUATION CRITERIA

EVALUATION CRITERIA

Each Evaluation Committee Member shall award a rating of 1 to 10 for each category based upon each member's assessment of Proposers response to the criteria.

The following qualitative guidelines:

- **10 - Outstanding Response:** Highly comprehensive, excellent reply that meets all the requirements of the areas within that category. In addition, the response covers areas not originally addressed within the RFP category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This response is considered to be an excellent standard, demonstrating the Proposer's authoritative knowledge and understanding of the project.

- **9-8 Excellent Response:** Provides useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFP. The Proposer provides insight into experience, knowledge and understanding of the subject.

- **7-6 Good Response:** Meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This response demonstrates an above average performance with no apparent deficiencies.

- **5-4 Fair Response:** Meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth.

- **3-1 Inadequate Response:** Minimally meets the requirements for the Evaluation Criteria as set forth in the

- **0-Failed Response/ No Response (no points awarded): Does not** meet the requirements for the Evaluation Criteria set forth in the RFP.

LOCAL PREFERENCE

- **10 - Business is located in the City limits of Boynton Beach**

- **0 - Business is located outside the City limits of Boynton Beach**

4.3 EVALUATION CRITERIA

a. **Compliance with Request for Proposals Requirements (Responsiveness) [Mandatory]**.

This refers to the adherence to all conditions and requirements of the Request for Proposals.

b. Technical Experience, previous working with other municipalities or organizations, providing services within the scope of work

c. Communication Engagement; Strong understanding of the community engagement process.

d. Proficiency in mapping and spatial analysis services required.
e. Public Planning strategies required.
f. Operations and Time Schedules reporting is required.
g. Local Vendor preference and evaluation assessment will be completed.
h. Presentation by Suppliers if requested. If presentations are not requested each proposer shall receive maximum of 10 points for this section.

i. **Proposed Costs**

Offeror's price and cost proposals.

This refers to the proposed schedule included in the RFP. Each location has a separate charge. The City reserves the right to award to the proposer that is seen to be in the City's best interest. (**Please note that price is only one factor for consideration of award**).

Submitted project cost shall not be subject to change until formal negotiations have begun with a designated firm.

*Contract Cost will be calculated per the following "sample" formula.

Firm A: Proposed Price $20,000 Percentage = 100% X Weight (20) = 20 Points
Firm B: Proposed Price $25,000 Percentage = 80% X Weight (20) = 16 Points
Firm C: Proposed Price $28,000 Percentage = 71% X Weight (20) = 14.2 Points
Firm B's percentage is $20,000 ÷ $25,000 = 80% of maximum points
Firm C's percentage is $20,000 ÷ $28,000 = 71% of maximum points

e. **Local Vendor Preference**
(Prohibited by Local, State or Federal Grant funding provisions.)

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications, or Requests for Letters of Interest, the solicitation shall include a weighted criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification, or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Purchasing Division, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference."

Respondents must include the Local Business Status Certification Form with their RFP submissions to be considered for a local business preference.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion.

If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the total 5 points allotted by each evaluation committee member. Firms not meeting the Preference requirements will receive zero points in this evaluation criterion.

4.4 CITY'S RIGHT TO USE BEST-VALUE SCORING

The Evaluation Committee also retains the discretion to employ a ranking system as an alternative to the weighted criteria. Upon request, the committee may rank the responses from 1st to 2nd place, based on the total number of submissions under review.

4.5 ADDITIONAL CLARIFICATION

The City reserves the right to seek clarification from any or all Proposers if the information received during the evaluation process requires further explanation. Clarifications may be requested either before or after shortlisting, depending on what the Evaluation Committee determines to be in the best interest of the City.

4.6 BEST AND FINAL OFFER

A process requested from one proposer or short-listed proposers for their best price(s) for a specific solicitation before determining a contract award. This shall be at the discretion of the Evaluation Committee. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions.

The City reserves the right to request Best and Final Offers from any or all Proposers if it is determined that further revisions to the proposal, including the proposed price, are necessary.

4.7 SELECTION PROCESS

A. An Evaluation Committee consisting of the City's staff members, and may include outside consultants as deemed necessary, will review each written submission to ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFP.

B. This weighted criterion is the evaluation framework the EC uses during the shortlist and scoring process.

C. The Evaluation Committee review of proposals meeting will be scheduled and publicly noticed and is open to anyone who wants to attend. All EC members scores may be electronically opened and read aloud for discussion among the Evaluation Committee members.

D. The Evaluation Committee may, at its sole discretion, request discussions or interviews or require presentations, additional information, or clarification of any information submitted by Respondent(s).

E. The Evaluation Committee may establish equal time limits for all firms as necessary to facilitate its evaluation. If conducted and after the completion of the discussions, interviews, or presentations, the Committee will utilize the presentation points outlined above.

F. After the final ranking is completed, the Evaluation Committee will make a motion for a recommendation for an award, which will be submitted to the City Commission for approval.

G. After approval by the City Commission, the City Representative authorized to execute contracts will execute an Agreement(s) based on the attached draft contract developed from this Request for Proposals (RFP).

H. The City reserves the right to include additional provisions if the inclusion is in the City's best interest, as determined solely by the City.

I. CONTACT WITH ANY PERSONNEL OF THE CITY OF BOYNTON BEACH OTHER THAN THE PROCUREMENT REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

J. In the event less than three (3) firms' express interest in a solicitation or less than three (3) are deemed qualified by the Evaluation Committee, then Procurement Services shall make a determination as to whether to proceed with the lesser number of firms.

K. If the decision is to re-advertise, and after a subsequent advertisement, resulting in three (3) firms that still cannot be qualified, then the City shall proceed hereunder with the qualified firms.

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PROFESSIONAL SERVICES (NON-CONSTRUCTION)
RFP No: 25PLDEV-012R

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

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.

5.1 FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:

Before submitting a proposal to this RFP, proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Proposers 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 Proposer shall not be a cause for relief from responsibility.

5.2 NON-COLLUSION

Proposer shall not collude, conspire, connive, or agree, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by a person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

5.3 LEGAL CONDITIONS

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and Ordinances of the City of Boynton Beach.

5.4 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.

5.5 ADDITIONAL HOURS QUANTITIES

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices proposal in this solicitation.

If additional quantities are not acceptable, the price proposal sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

5.6 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.

5.7 LEGAL REQUIREMENTS:

Proposer shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

5.8 ON PUBLIC ENTITY CRIMES

All Request for Proposals as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a

period of 36 months from the date of being placed on the convicted vendor list".

5.9 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

5.10 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.

5.11 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Proposer certifies that all material, equipment, etc., contained in this proposal 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.

5.12 PALM BEACH COUNTY INSPECTOR GENERAL:

The Proposer and, if awarded Consultant, 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 Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants 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.

5.13 OTHER AGENCIES

Any Agreement(s) resulting from this RFP and from this submitted proposal 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 Proposer(s).

5.14 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.

5.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

A. The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

5.16 INDEPENDENT CONTRACTOR RELATIONSHIP:

The Proposer and, if awarded Consultant, 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 Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant'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.

5.17 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

5.18 LOBBYING - CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for the award of contract to the Proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

5.19 LEGAL EXPENSES:

The City shall not be liable to a Proposer 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.

5.20 NO THIRD-PARTY BENEFICIARIES:

No provision of this RFP or agreement/contract to follow with Consultant 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 Proposer.

5.21 DIRECT OWNER PURCHASES:

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

5.22 SCRUTINIZED COMPANIES:

By submission of a proposal 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.

5.23 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

5.24 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.

5.25 BUSINESS INFORMATION

If a proposing firm is a Joint Venture for the goods/services described herein, the Proposer shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

5.26 AGREEMENT

Proposer agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding Agreement is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Proposer. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

5.27 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

5.28 DRUG-FREE WORKPLACE

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the Proposer'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.

C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.

D. 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.

E. 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.

F. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

5.29 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Proposer represents and certifies that Proposer and all Sub-consultants 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.

5.30 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Consultant. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

5.31 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.

5.32 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.

5.33 PUBLIC RECORDS

Sealed documents received by the City in response to a Request for Proposals are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFP 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, Consultant 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, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by consultant must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. Failure of the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

5.34 **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.

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PUBLIC ART MASTER PLAN REVIEW (CONSULTANT)
RFP No: 25PLDEV-012R

SECTION VI – SPECIAL PROVISONS – TERM CONTRACT

The Consultant will be responsible for supplying necessary labor for the completion of services outlined in this RFP by the City of Boynton Beach.

The following special conditions shall apply to all Proposers and eventually to the Consultant(s) who are awarded the contract for these services.

6.1 ASSIGNMENT:

Any contract issued pursuant to this request for proposal and the funds that may come due hereunder are not assignable except with the prior written approval of the City.

6.2 PERFORMANCE DURING EMERGENCY:

The Consultant agrees and promises that immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, the City shall be given "first priority" for all goods and/or services under the Agreement.

The Consultant agrees to provide all goods and/or services to City immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis.

The Consultant shall furnish a 24-hour phone number to the City. Failure to provide the goods and/or services to the City on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute a breach of Agreement and subject the Consultant to sanctions from doing further business with the City.

6.3 AGREEMENT TERM AND EXTENSION

The City will award this contract for a one (1) year period and reserves the right to extend automatically for a period not to exceed an additional **ONE HUNDRED EIGHTY (180)** calendar days by mutual agreement and by filing a written notice signed by the Consultant to the City's Purchasing Department without further City Commission action. This extension shall provide the City with continual services for an additional term of the contract.

6.4 CHANGES TO SCOPE AND ADDITIONAL SERVICES

CITY or CONSULTANT may, from time to time, request changes that would increase, decrease, or otherwise modify the scope of services, as described in in Section II – Scope of Work to be provided under this Agreement subject to the requirements.

Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

CONSULTANT shall continue to render services while seeking a change order unless such services have not been authorized herein, by written amendment, or change order.

Services to be performed while a seeking change order which have not been described herein or in a separate written amendment or change order shall be performed at the CONSULTANT'S own risk. In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written amendment or change order.

6.5 INDEMNIFICATION

The Consultant shall indemnify, hold harmless, and defend City and all of City's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any breach of this Agreement by Consultant, or any intentional, reckless, or negligent act or omission of Consultant, its officers, employees, or agents, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the City Attorney, any sums due Consultant under this Agreement may be retained by 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 City.

The Consultant shall also be liable to the City for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the City by reason of the Consultant's breach of any of the provisions of the contract. Consultant shall not be responsible for negligent acts of the City or its employees. Further, the Consultant shall hold the City harmless and indemnify the City for any funds that the City is obligated to refund the Federal Government arising out of the conduct, activities, or administration of the Agreement by the Consultant.

6.6 TERMINATION

The City, by written notice, may terminate in whole or in part any Agreement resulting from this RFP when such action is in the best interest of the City.

If the Agreements(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

A. DEFAULT AND TERMINATION FOR CAUSE:

The City may, by written notice of default to the Consultant, terminate the Agreement in whole or in part if the Consultant fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the Agreement in whole or in part because of default of the Consultant, the City may procure goods and/or services like those terminated, and the Consultant shall be liable for any excess costs incurred due to this action.

If it is determined that the Consultant was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the Consultant), the rights and obligations of the parties shall be those provided in Section "Termination for Convenience".

B. TERMINATION FOR CONVENIENCE OF CITY

Whenever the interests of the City so require, terminate the Agreement, in whole or in part, for the convenience of the City. Purchasing shall give fourteen (14) business days prior written notice of termination to the Consultant, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the Consultant has the right to withdraw, without adverse action, from the entire Agreement.

Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and, on the date, given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subcontracts related to the terminated work.

Consultant shall indemnify the City against loss pertaining to this termination.

C. REMEDIES:

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

D. FUNDING OUT

This result of this Agreement shall remain in full force and effect only if 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.

6.7 PERFORMANCE OF CONSULTANT

The Proposer shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

Failure on the part of the submitting Proposer to comply with the conditions, terms, specifications, and requirements of the RFP shall be cause for cancellation of the RFP award, notwithstanding any additional requirements enumerated in the Special Conditions herein relating to performance-based contracting.

The City may, by written notice to the Responding Firm, terminate the Agreement for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

6.8 INSURANCE REQUIREMENTS

If a Consultant is providing a service under this Agreement, then the Consultant shall, at its sole expense, always maintain in full force and effect during the life of this Agreement, insurance coverages, and limits (including endorsements), as required by the City.

These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

All coverages shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "**The City of Boynton Beach**". The Consultant shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of the Agreement.

It shall be the responsibility of the Consultant to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during the time any of his/her personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the Consultant until such time as the items and/or work have been accepted by the City. The Consultant shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance with A.M. Best's Key Rating Guide, latest edition.

6.9 FORCE MAJEURE

The Agreement which is awarded to the Consultant may provide that the performance of any act by the City or Consultant thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment due to Consultant for such period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel, or renegotiate the Agreement.

6.10 INSPECTION AND ACCEPTANCE OF WORK PRODUCED

The City has the right to review, require correction, if necessary, and accept the work produced by the Consultant. Such review(s) shall be carried out within thirty (30) calendar days to not impede the work of the Consultant. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) calendar days from the date of receipt of such product from the Consultant.

The Consultant shall make any required corrections promptly at no additional charge and return a revised copy of the work requested to the City within seven (7) business days of notification or a later date if extended by the City.

Failure by the Consultant to proceed with reasonable promptness to make necessary corrections shall be a default. If the Consultant's submission of corrected work remains unacceptable, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

6.11 CONTINGENCY FEE

Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

6.12 TRUTH IN NEGOTIATION REPRESENTATION

Consultant's compensation under this Agreement is based upon its representations to City, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Consultant's compensation in this Agreement.

6.13 PERFORMANCE REVIEW EVALUATION:

The awarded Consultant(s) may receive a performance evaluation by City Staff during the course of the term contract. The City's Project Manager shall complete performance evaluations at the first year of the contract or more frequent intervals as required by the Agreement **and** at the time of the end of the term contract.

Should the services provided by the Consultant fail to meet the expectations of the City's Project Manager, the Consultant shall have a period of ten (10) working days from the date notice is given to the Consultant by the City to correct all deficiencies in the under the contract.

All corrections shall be made to the satisfaction of the City Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the contract without the City being liable for any and all future obligations under the Agreement as determined

by the City at its sole discretion.

The City, in its judgment, may elect to compensate the Consultant for any accepted work product through the date of termination of an authorized Purchase Order, provided it is in a form sufficiently documented and organized to allow subsequent utilization in completing the work product.

The City's Project Manager shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with bringing performance back to acceptable standards. It is equally important to complete the "Consultant Performance Evaluation Form whenever any of the performance indicators are either "marginal" or "unsatisfactory". In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the City's Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

The Contract Performance Evaluation Form enclosed within this document illustrates a sample evaluation form to be used by the City for the various types of services provided by the City.

6.14 ANTI-HUMAN TRAFFICKING

On or before the Effective Date of the Consultant entering into an Agreement with the City, the Consultant shall provide the 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.

6.15 VERIFICATION OF EMPLOYMENT ELIGIBILITY – E-VERITY

Consultant represents that Consultant, and each Sub-consultant 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 Consultant violates this section, City may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by City due to the termination.

6.16 ENTITIES OF FOREIGN CONCERN

The provisions of this section apply only if Consultant or any Sub-Consultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant 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 Consultant; and (iii) Consultant 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, Consultant and any Sub-consultant 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. 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.

6.17 SUCCESSORS AND ASSIGNS

The City and the Consultant each bind themselves and their successors and assigns to the other party in respect to all provisions of the Agreement. Neither the City nor the Consultant shall assign, sublet, convey, or transfer its interest in the Agreement without the prior written consent of the other.

6.18 ENUMERATION OF PRECEDENCE OF CONTRACT DOCUMENTS

If any portion of the Contract Documents appears to conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

The Fully Executed Agreement
The Instructions to Proposers
The Scope of Work (Services)
The Special Conditions
Standard General Terms and Conditions
Proposer's Proposal

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PUBLIC ART MASTER PLAN REVIEW (CONSULTANT)
RFP No: 25PLDEV-012R
PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned agrees to provide **professional planning firm or other qualified entity to review, evaluate, and amend the City's Public Art Master Plan** as called for by the Scope of Services and Proposal Documents and Agreement in the manner prescribed therein and to the standards of quality and performance established by the City for the unit price stated in the spaces herein provided.

Deliverables Services to be Provided:

1	Community Engagement	
2	Public Art Implementation Map Overlay	
3	Public Art Master Plan Guidelines	
	LUMP SUM GRAND TOTAL	$_____

The Grand Total will be evaluated following the pricing formula outlined in **Section IV – EVALUATION OF PROPOSALS.**

All hourly rates provided shall be inclusive of all reimbursable expenses (travel, mileage, copies, etc.).

Any extra hourly professional services provided by Consultant that may be used on an as-needed basis.

	A LA CARTE - OPTIONAL SERVICES EXTRA SERVICES	
_____	PER HOUR	$_____
_____	PER HOUR	$_____
_____	PER HOUR	$_____

APPENDIX 'A'

CONSULTANTING SERVICES

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND _____, FOR _____ CONSULTING SERVICES

This Agreement is made as of this __ day of _____, 20___, by and between _____, a _____, with a principal address of _____, hereinafter referred to as "Consultant," 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 issued Request for Proposals No._____ (the "RFP") pursuant to state and local law to solicit proposals for _____ (the "Services"); and

WHEREAS Consultant responded to the RFP by submitting its Proposal dated _____ (the "Proposal"), and

WHEREAS the City created an evaluation committee, reviewed all proposals responses and scored the proposals in accordance with the criteria outline in the RFP; and

WHEREAS the City selected Consultant as the best qualified to perform the Services; and

WHEREAS the City desires to engage Consultant to provide such services to the City on an as-needed basis according to the terms and subject to the conditions set forth in this Agreement.

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 Consultant do hereby agree as follows:

1. SERVICES AND METHOD OF ORDERING SERVICES.

a. **Services**. Consultant shall provide the type of services described in the Scope of Services attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). Consultant may be requested to provide specific Services for various and different tasks or projects. Consultant shall render the Services in a diligent, careful, thorough, and professional manner consistent with sound business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances or at the same time and in the same locality.

b. **Method of Ordering Services**. Services will be rendered in response to periodic written Task Orders (each a "Task Order") issued by the City on an as-needed basis. For each task or assignment, the City shall request the Consultant to develop for review by the City:

   a. A scope of services.

   b. An estimate of fees and costs based on the hourly rates established in this Agreement with sufficient detail to identify the various elements of costs, which amount shall constitute a guaranteed maximum and shall not be exceeded without the prior written approval of City.

   c. A task/deliverable schedule; and

   d. A payment schedule based on deliverables, which may not be front-loaded.

   The Consultant and City shall execute a written Task Order upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule, and payment schedule. City shall not be liable to

pay for any Services provided without a properly executed Task Order. Upon complete execution of a Task Order and issuance of a Purchase Order, Consultant shall provide all Services described in the Task Order, including all necessary, incidental, and related activities required for the full and complete performance of such Services. The form of the Task Order is attached hereto as **Exhibit B**. Any Task Order over the then-current procurement policy threshold shall require approval of the City Commission.

c. **Use of Subconsultants**. Consultant shall utilize only the subconsultants identified in a Task Order to provide the Services. Consultant shall obtain written approval of City before changing or modifying any subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each approved subconsultant to the terms stated in this Agreement and the applicable Task Order, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 24 on Consultant's subconsultants.

2. TIME FOR PERFORMANCE.

a. **Commencement of Work**. Services under the Agreement and any applicable Task Order shall commence upon the City giving written notice to the Consultant to proceed along with a purchase order. Consultant shall perform all Services and provide all deliverables required pursuant to this Agreement and each Task Order. Time is of the essence for the Consultant's performance of the duties, obligations, and responsibilities required by this Agreement.

b. **All task orders in regard to this contract are outline below**:

A. Task 1: Review and analyze the existing Public Art Master Plan and relevant documents.

a Review of the current Public Art Master Plan and City's approved Strategic Plan and analyze if priorities within the existing Public Art Master Plan have been supported.

b Identify where updates and changes are needed in each element based on the current Public Art Master Plan and changes in state statues.

c Prepare for recommended amendments to each applicable element based on the Evaluation and Appraisal Review.

d Prepare and conduct a kick-off meeting with appropriate City representatives for each element (roundtable meetings).

e Attend a City Commission meeting and assist City staff in initial discussions with the Commission on the Public Art master Plan update project and process. With City staff's assistance conduct several 1-on-1 interviews with Commissioners as may be necessary.

B. Task 2: Background Data, Inventory and Analysis.

a Continue review and incorporation of all relevant resources supplied by City for nine (9) elements.

b Research and prepare new data from appropriate data sources and as required by State statutes for inclusion in nine (9) elements.

c Coordinate with City staff to conduct group or individual interviews with key City personnel and officials to gain insight of their perspective and objectives for the Public Art Master Plan update.

d Review the City's approved Strategic Plan 2024 - 2029 (Resolution 24-205) and provide city staff a report to add and update applicable elements accordingly.

C. Task 3: Public Outreach and Participation.

a Prior to a kick-off meeting of public outreach and participation, discuss with City staff the particulars of a tailored strategy for reaching out to and engaging the public at different stages of the planning process.

b Develop a stakeholder database with assistance from City staff and officials and will notify to various community engagement activities.

c Prepare for a community profile summarizing statistics of the existing conditions in the city. This community profile can be utilized throughout the planning process.

d Conduct several "Community Engagement" events throughout the planning process. These citywide workshop-style meetings and/or open houses will be held at convenient central locations at times convenient to the largest possible number of attendees. The consulting team shall look at nontraditional design activities to interactively engage the attendees.

e In addition to Community Engagement meetings, prepare to discuss a wide range of the type of activities including such as social media, various survey techniques, meeting in a box and others. Supplementary public participation activities and tools shall be utilized to further the public participation.

f Create a web site appropriate to Boynton Beach guidelines and include nightly site backups and user maintenance.

D. <u>Task 4: Summary and Recommendations</u>

a Prepare for a summary based on the public engagement. The summary shall include the community's preferred strategies and focused visions for the City.

b Submit the summary to the City staff for reviews and comments.

c After the City staff reviews and edits, present the summary to the City Commission along with recommendations.

E. <u>Task 5: Update Data and Analysis</u>

a Prepare the updated Data & Analysis section for each Public Art Master Plan element. It will become basis for the update of the GOPs.

b The updated data and analysis shall include the areas for its potential impact on growth of the City, if annexed.

c The future condition maps that are adopted as part of the amended Public Art Master Plan should be updated for inclusion in the adoption document.

F. <u>Task 6: Goal, Objective, and Policy updates.</u>

a Review of existing Goals, Objectives and Policies (GOPs) of nine (9) elements (Future Land Use, Transportation, Utilities, Housing, Recreation and Open Space, Transportation, Coastal Management, Intergovernmental Coordination, and Capital Improvement).

b Prepare recommendations for changes and updates of existing Goals, Objectives and Policies (GOPs) for each element.

c Draft amendments of the Goals, Objectives and Policies (GOPs) of nine (9) elements to address deficiencies, incorporate the City's future plan, and establishes a framework for the City through 2050.

d Following the City staff and Commission review of draft amendments, edit the Public Art Master Plan amendments as needed. City staff will coordinate internally to get appropriate review complete with other City staff and will supply with a consolidated list of edits.

G. <u>Task 7: Adoption and Transmittal</u>

a Present the drat Public Art Master Plan to City Commission meeting at the transmittal hearing.

b State Agency Review and comment: Update the draft according to the comments.

c Present the final Public Art Master Plan to the City Commission at the adoption hearing.

d Assist City staff as needed during the adoption and transmittal period.

H. Task 8: Provide a timeline schedule to complete the Public Art Master Plan amendment.

c. **Delays; Untimely Performance**.

i. **Delays; No Fault of Consultant**. If Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by the City or other governmental agencies having jurisdiction over the project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, the City shall grant a reasonable extension of time for completion of the Services. It shall be the responsibility of the Consultant to notify the City in writing whenever a delay in approval by a governmental agency is anticipated or experienced and whenever a delay has been caused by factors outside of the Consultant's control and to inform the City of all facts and details related to the delay. Consultant must provide such written notice to the City within three (3) business days after the occurrence of the event causing the delay.

ii. **Delays Due to Consultant**. If Consultant fails to substantially complete the Services in whole or in part on or before the date established in each Task Order, Consultant shall pay City its proportional share of any claim for damages arising out of the delay. This section shall not affect either Party's indemnification rights or obligations otherwise outlined in this Agreement.

d. **If Task Order Continues Beyond Term**. Consultant shall complete each executed Task Order without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

3. AMOUNT AND METHOD OF COMPENSATION.

a. **Compensation**. As compensation for Services rendered by Consultant to the City pursuant to a duly executed Task Order, the City shall pay the Consultant an annual amount not to exceed _____ ($_____) ("Fee") calculated based on the anniversary date of complete execution of the Agreement. The Fee is based on the Hourly Rates outlined in the Fee Schedule attached hereto as **Exhibit C** and incorporated into this Agreement by reference. The Fee shall be the sole compensation paid to consultant in connection with the rendition of the Services and the performance of all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by consultant.

b. **Subconsultant Fees**. If subconsultant is permitted, the Consultant shall bill the City for subconsultant fees with no markup and within any applicable maximum not-to-exceed amount.

4. 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

Consultant: _____
_____
_____
_____
Telephone: _____
Email: _____

5. **INVOICES AND PAYMENT**. Invoices must identify the PO number, Task Order project description, 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, the hourly rate, and the dates(s) of service. Invoices may be submitted after such services are performed; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Consultant shall provide a W-9 with the first invoice.

   Payment shall be made only for services performed and completed pursuant to a duly executed Task Order and 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 Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty, or incomplete rendition of the Services.

6. **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. The City will provide the Consultant with proof of tax-exempt status upon request.

7. **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.

8. **ATTORNEY'S FEES**. If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS**. 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 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, Consultant 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 contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Consultant 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. Consultant 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. Consultant represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

11. **E-VERIFY**. Consultant 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 a violation of the statute by Consultant, Consultant may not be awarded a public contract for one (1) year after the date of termination.

12. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Consultant or any subconsultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant 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 Consultant; and (iii) Consultant r 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 of this Agreement, Consultant and

any subconsultant that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by 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.

13. **ANTI-HUMAN TRAFFICKING**. On or before the effective date of this Agreement, Consultant shall provide City with an affidavit attesting that the Consultant does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

14. **COUNTRIES OF CONCERN**. The Consultant represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

15. **PUBLIC ENTITY CRIME ACT**. Consultant 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. Consultant 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 Consultant has been placed on the convicted vendor list.

16. **CONTINGENCY FEE**. Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

17. **TRUTH-IN-NEGOTIATION REPRESENTATION**. Consultant's compensation under this Agreement is based upon its representations to City. Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Consultant's compensation in this Agreement.

18. **DULY LICENSED**. Consultant 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.

19. **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 avoid 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.

20. 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.

21. TERMINATION.

a. **Termination for Convenience**. This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice. In this event, the Consultant shall be compensated for services performed through the termination date, including services reasonably related to termination.

b. **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 thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

c. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement. Consultant shall immediately deliver all documents, written information, electronic data, and other materials concerning City projects in its possession to the City and shall cooperate in transitioning its consulting duties to appropriate parties at the direction of the City.

d. Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding property rights, insurance, indemnification, governing law, and litigation shall survive termination of this Agreement and remain in full force and effect.

22. INDEMNIFICATION. Consultant shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Consultants, any of their subconsultants, or sub-subconsultants (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) Consultant's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Consultant's, its agents, employees, subcontractors, subconsultants, participants, and volunteers, and (C) Consultant's failure to take out and maintain insurance as required under this Agreement. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature 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, the City may retain any sums due Consultant under this Agreement 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.

23. INSURANCE. At the time of execution of this Agreement, the Consultant shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

a. 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.

b. 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:

i. Premises and/or Operations on an occurrence basis.
ii. Completed Operations Liability on an occurrence basis.
iii. Broad Form Property Damage.
iv. 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.

c. Consultant shall require that each subconsultant maintains insurance coverage that adequately covers the Services provided by that subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such subconsultants comply with these requirements and that "and its officers, employees, and agents as additional insured" is named as an additional insured under the subconsultants' applicable insurance policies. Consultant shall not permit any subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

24. LIMITATION OF LIABILITY. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Consultant beyond the amount remaining due to Consultant 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 Consultant for punitive or exemplary damages or lost profits or consequential damages.

25. INDEPENDENT CONTRACTOR. The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Consultant is an independent contractor under this Agreement and shall not be considered the City's employee for any purpose. Consultant shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

26. COMPLIANCE WITH LAWS. Consultant hereby always warrants and agrees that material to the Agreement, Consultant 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.

27. BREACH OF REPRESENTATIONS. Consultant acknowledges that City is materially relying on the representations, warranties, and certifications of Consultant stated in its Proposal and this Agreement, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the total amount of any damage incurred; and (d) debarment of Consultant.

28. ASSIGNMENT. If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Consultant, Consultant 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, Consultant 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 its assets related to this Agreement. Consultant shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all its assets related to this Agreement within thirty (30) calendar days of such event.

29. NO LIEN. The Consultant 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 Consultant.

30. 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.

31. NON-EXCLUSIVE. This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

32. REPRESENTATION OF AUTHORITY. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates applicable law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of consultant is duly authorized by all necessary and appropriate action to do so on behalf of consultant and does so with full legal authority.

33. RIGHTS IN DOCUMENTS AND WORK.

a. **Ownership**. All videos, photographs, documents, materials, data, or other work created by Consultant in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Consultant hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work.

b. **Deliverables Upon Conclusion of Task Order**. Consultant shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under any Task Order, all documents and materials prepared for the City in connection with the Task Order. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

c. **Delivery Upon Expiration or Termination of Agreement**. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Consultant to City within seven (7) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with all subconsultant(s).

d. **Reuse of Project Documents**. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in the applicable Scope of Services for any Task Order); and Consultant agrees to such reuse in accordance with this provision.

34. CONSULTANT'S STAFF. Consultant will provide the key staff identified in its Proposal if they are in Consultant's employment. Consultant will obtain prior written approval from the City to change key staff. Consultant shall provide City with such information as necessary for City to determine the suitability of proposed new key staff. City will be reasonable in evaluating key staff qualifications. If City desires to request removal of any of Consultant's staff, City shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

35. THIRD-PARTY BENEFICIARIES. Neither Consultant 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.

36. **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 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.

37. **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.

38. **NON-DISCRIMINATION**. Consultant and any subconsultants shall not discriminate based on 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.

39. **CONTROLLING PROVISIONS**. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP; and (3) the Proposal. 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.

40. **ENTIRE AGREEMENT**. The Agreement, including the RFP, the Proposal, and the Exhibits that are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede 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 executed by the City and Consultant.

41. **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.

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

COMPANY NAME

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
FORM OF TASK ORDER

CITY OF BOYNTON BEACH
_____*Continuing Consulting Services Task Order*

Consultant:
Procurement:

1. **Task/Project**. _____

2. **Agreement Reference**. This Task Order shall be performed under the terms and conditions described within the _____ Continuing Consulting Services Agreement ("Agreement"), dated _____, by and between the City of Boynton Beach and _____.

3. **Scope of Services**. The scope of services and all required deliverables under this Task Order is attached as **Exhibit A**. This Task Order is issued in accordance with Section 1(b) of the Agreement.

4. **Project Schedule**. Consultant shall deliver to the City the deliverables specified [within _____ days after the date of Notice to Proceed for such services] or [pursuant to the time periods specified in the Project Schedule included in **Exhibit A** said time periods shall commence from the date of the Notice to Proceed for such services].

5. **Compensation**. Payment for the services authorized by this Task Order shall be in accordance with Article 5 of the Agreement. The total Fee to be paid to the Consultant under this Task Order shall not exceed $_____, based on the detailed fee schedule attached as **Exhibit B**, which shall be based on the Hourly Rates established in the Agreement.

6. **Insurance**. Consultant 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**. Consultant'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 was emailed to the Consultant.

9. **Incorporation; No Modification**. The terms and conditions of the Agreement are hereby incorporated into this Task Order. Nothing contained in this Task Order shall alter, modify, or change in any way the terms and conditions of the Agreement with the City.

CONSULTANT:

By: _____

Print Name: _____

Date: _____, 20__

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

Date: _____, 20__

Attest: _____
City Clerk

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT C
FEE SCHEDULE / HOURLY RATES

ATTACHMENT "A"

City of Boynton Beach
Risk Management
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 Consultant)* Thefollowing 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 orlower 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		

Revised 04/2021

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6535

ADDENDUM No. 1

Date: **February 13, 2025**
RFP No.: **PLDEV-25-012R**
RFP Title: **PUBLIC ART MASTER PLAN REVIEW CONSULTANT**

Closing Date: Wednesday March 12, 2025, no later than 3:00 PM

This Addendum shall modify and become a part of the original RFP document. The following clarifications, changes, additions and/or deletions are herby made part of the Contract Document for RFP-PLDEV-25-012R-Public Art Master Plan Review Consultant.

TO ALL PROSPECTIVE PROPOSERS

The City would like to make the following proposal additions to RFP document:

Addition: Page 2, Section Pre-Proposal Conference, After the First Paragraph insert the following language:

Please join us for the Virtual Meeting & Site Visits at the following link listed below on Microsoft Teams:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_Nml2NzQ1YmEtZTdlMC00NTM3LWJlNTItMGFiZjkxYjYxNmQw%40thread.v2/0?context=%7b%22Tid%22%3a%2248220b8b-79c5-4d94-9cec-89acf33441f3%22%2c%22Oid%22%3a%228ddcfd3d-1433-4910-9cdb-f7d7d2b369dd%22%7d

All other Specifications and Terms and Conditions remains the same. If you have any further questions or require additional clarification, please submit them to the purchasing representative through the bidding system only by clicking on the "Submit a Question" button for this specific solicitation.

Sincerely,
City of Boynton Beach
Financial Services

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6535

ADDENDUM No. 2

Date: **February 19, 2025**
RFP No.: **PLDEV-25-012R**
RFP Title: **PUBLIC ART MASTER PLAN REVIEW CONSULTANT**
Closing Date: Wednesday March 12, 2025, no later than 3:00 PM

This Addendum shall modify and become a part of the original RFP document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Document for RFP-PLDEV-25-012R-Public Art Master Plan Review Consultant.

TO ALL PROSPECTIVE PROPOSERS

The City would like to make the following proposal deletion to RFP document:

Deletion: Page14 Section 2.4 MINIMUM QUALIFICATIONS OF PROPOSE, Item Number 2, is Stricken: Firm must possess an AICP certification. This certification is no longer required for this RFP.

All other Specifications and Terms and Conditions remains the same. If you have any further questions or require additional clarification, please submit them to the purchasing representative through the bidding system only by clicking on the "Submit a Question" button for this specific solicitation.

Sincerely,

City of Boynton Beach
Financial Services



Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6535

ADDENDUM No. 3

Date: **March 3, 2025**
RFP No.: PLDEV-25-012R
RFP Title: PUBLIC ART MASTER PLAN Review CONSULTANT
Closing Date: Wednesday March 12, 2025, no later than 3:00 PM

This Addendum shall modify and become a part of the original RFP document. The following clarifications, changes, additions and/or deletions are hereby made part of the Contract Document for RFP-PLDEV-25-012R-Public Art Master Plan Review Consultant.

TO ALL PROSPECTIVE PROPOSERS

I. The City would like to make the following proposal Changes to RFP document.

1. Deletion: Page 2 Paragraph 1, Section Scope of Services Reads:

The City of Boynton Beach seeks the services of a ~~professional marketing art firm (or qualified entity)~~ Public Art Consultant to develop a Public Art Master Plan that aligns with the City's cultural, economic, and social goals.

The Proposer(s) shall act as an independent contractor and not as an employee of the City. The following language has been stricken from this section: professional marketing art firm (or qualified entity) and replaced with the Additional language: Public Art Consultant.

2. Deletion: Page 14, Item 2.5 EXPECTED TIMELINE BY THE CITY is Deleted and replace with the following Language: The City would like for this project to be completed within 9-12 Months. The Proposer(s) shall act as an independent contractor and not as an employee of the City**.**

3. Additions: Page 13 Section Deliverables: Add the following Language:

- Develop a strategic, formulaic plan integrating landscape and enhancements with art typologies tailored to site-specific characteristics within civic spaces, rights- of ways and public areas. The plan should detail necessary site improvements incorporating both site and typologies, that ensure the

seamless integration of art to enhance functionality, aesthetics, civic beautification, and overall design.

4. **Deletions: Appendix A, Page 37, Item b, all task orders in regard to this contract are outlined below: Delete Items A Tasks 1- through Task 8, and replace with the following Language listed below:**

TASKS REQUIRED BY CONSULTANT

The Master Plan should include the following activities as outlined by the City listed below:

Task Objectives:
Task 1. Community Engagement:

- Conduct outreach meetings and workshops to engage residents, local arts groups, and stakeholders. Please keep track of all contacts and demographic's data obtained during this process and provided in legible report.
- Collaborate with the community to uncover regional and site-specific narratives.

Task 2. Strategic Planning:

- Identify site-specific opportunities and locations for art interventions and propose strategies for integrating artworks into public spaces.
- Gather information for site locations to be designated for future Public Art, considering the city's mobility plan improvements, beautification initiatives, and comprehensive plan. Please visit the following links for further information:

  https://www.boynton-beach.org/475/Comprehensive-Plan

  https://issuu.com/amanda.bassiely/docs/final_plan_low_res

  https://issuu.com/amanda.bassiely/docs/redevelopmentplan_final_web
- Establish typologies of artworks organized by scale, impact, and experiential quality and clarify unique characteristics for matching art typologies and site locations to create public art focal points, districts, gateways, loops, and corridors of public art experience.
- Integrating the ideologies and information gathered from community engagement into the overarching public art plan framework.

Task 4. Mapping Overlays:

- Develop visual mapping overlays identifying sites for new public art installations, considering factors such as visibility, accessibility, community impact, and alignment with the city's comprehensive plan.

- Mapping areas for proposed and existing public art and their associated art typologies.
- Ensure these overlays are integrated into the City's mapping database.

Task 5. Implementation Strategy:

- Create Public Art Master Plan Guidelines incorporating all formulated policies, programs, sequencing approaches, frameworks for collaborating with artists, pertinent case studies, and maintenance regimens as necessary for the successful execution of integrating public art into the city's overarching existing comprehensive plan (including existing development plans, mobility plan improvements, and beautification initiatives).

5. **Deletion: Exhibit B Entire Document**.

6. **Change: Exhibit C: Fee Schedule/ Hourly Rates Becomes Exhibit B Fee Schedule/ Hourly Rates.**

7. **Addition and Deletion: Page 21, Section 4.7 SELECTION PROCESS, Item F, have been revised to the following language**.

4.7 SELECTION PROCESS

A. An Evaluation Committee consisting of the City's staff members, and may include outside consultants as deemed necessary, will review each written submission to ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFP.

B. This weighted criterion is the evaluation framework the EC uses during the shortlist and scoring process.

C. The Evaluation Committee review of proposals meeting will be scheduled and publicly noticed and is open to anyone who wants to attend. All EC members scores may be electronically opened and read aloud for discussion among the Evaluation Committee members.

D. The Evaluation Committee may, at its sole discretion, request discussions or interviews or require presentations, additional information, or clarification of any information submitted by Respondent(s).

E. The Evaluation Committee may establish equal time limits for all firms as necessary to facilitate its evaluation. If conducted and after the completion of the discussions, interviews, or presentations, the Committee will utilize the presentation points outlined above.

F. ~~After the final ranking is completed, the Evaluation Committee will make a motion for a recommendation for an award, which will be submitted to the City Commission for approval~~. After the final rankings are determined, City staff or evaluation committee will initiate negotiations with the top-ranked firm. Once an acceptable contract is finalized, which may include a Best and Final Offer, the agenda item with the final contract will be presented to the City Commission for final approval.

G. After approval by the City Commission, the City Representative authorized to execute contracts will execute an Agreement(s) based on the attached draft contract developed from this Request for Proposals (RFP).

H. The City reserves the right to include additional provisions if the inclusion is in the City's best interest, as determined solely by the City.

I. CONTACT WITH ANY PERSONNEL OF THE CITY OF BOYNTON BEACH OTHER THAN THE PROCUREMENT REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

J. In the event less than three (3) firms' express interest in a solicitation or less than three (3) are deemed qualified by the Evaluation Committee, then Procurement Services shall make a determination as to whether to proceed with the lesser number of firms.

K. If the decision is to re-advertise, and after a subsequent advertisement, resulting in three (3) firms that still cannot be qualified, then the City shall proceed hereunder with the qualified firms.

THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

All other Specifications and Terms and Conditions remains the same.

II. Information Notice: Questions and Answers:

Question 1:

In order to develop an appropriate proposal based on all the deliverables and tasks, can you please provide an anticipated budget range for the project?

Answer 1: The budget range for this project will be $60,000 - $80,000.

Question 2:

Typically, a public art master plan takes a minimum of 9-12 months especially when extensive community engagement is involved. Since the project most likely will not be awarded until April at the earliest, is there flexibility with the deadline of October 31, 2025.

Answer 2: Please see Addendum No. 3, the deadline date of October 31, 2025, is no-longer required for this project. Vendors will be given 9-12 months to complete this process.

Question 3:

In the Appendix A, Consulting Services Task 3, it indicates the consultant will be required to develop a website, but this is not in the Scope. Please clarify if a website is needed or content for the City website?

Answer 3: Requirements for Tasks 3 is no-longer required to develop a website. Tasks 1 through 8, were removed and new ones were added. Please see Addendum No. 3 for further clarifications.

Question 4:

In Appendix, Consulting Services, Task 6, it indicates a Review of existing Goals, Objectives and Policies (GOPs) of nine (9) elements (Future Land Use, Transportation, Utilities, Housing, Recreation and Open Space, Transportation, Coastal Management, Intergovernmental Coordination, and Capital Improvement). Prepare recommendations for changes and updates of existing Goals, Objectives and Policies (GOPs) for each element. Draft amendments of the Goals, Objectives and Policies. Is the consultant responsible for these updates only as it relates to the public art plan? Please clarify.

Answer 4: Task 6, No longer is a requirement for this project. Please see Addendum No. 3 for further clarifications.

Sincerely,

City of Boynton Beach
Financial Services

RFP - 25-PLDEV-012R - Public Art Master Plan Review Consultant

Opening Date: February 12, 2025 6:40 PM

Closing Date: March 12, 2025 3:00 PM

Vendor Details

Company Name:	Designing Local
Does your company conduct business under any other name? If yes, please state:	Ohio
Address:	20 E BROAD ST COLUMBUS, Ohio 43215
Contact:	Lesli Current
Email:	lesli@designinglocal.com
Phone:	614-607-1557
Fax:	614-607-1557
HST#:	

Submission Details

Created On:	Tuesday March 11, 2025 19:09:08
Submitted On:	Wednesday March 12, 2025 12:03:19
Submitted By:	Lesli Current
Email:	lesli@designinglocal.com
Transaction #:	c95ec554-65c6-4198-98ef-f0ce09f3f6fe
Submitter's IP Address:	147.243.246.22

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses.

☐ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
Is your company a Minority Owned business?	Yes		
Please select the appropriate response	Women		
Do you possess a certification qualifying your business as a Minority Owned business?	Yes		
Issuing organization name	Input response in comments box to the right	State of Ohio / Ohio Department of Transportation	*
Date of Issuance	Input response in comments box to the right	March 14, 2023	*

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Designing Local, a certified woman owned business based in Columbus, Ohio, has national reach and is the team with the most well suited experience and organizational infrastructure to help Boynton Beach support and implement its growing public art program. Our ultimate goal is to provide best practices in art curation and artist selection, resource gathering, coordination of art production and installation, and stakeholder engagement to create spaces for enjoyment, connection, and joy. Our approach will be oriented around four pillars: 1) Assessing the current collection, public art policy, and public art program to understand their respective themes, priorities, opportunities, and strengths; 2) Best practices and public art trends; 3) Alignment with current Boynton Beach resources and short- and long-term goals; 4) Bold new opportunities that arise through research and engagement. The strategy for implementing public art program for Boynton Beach will support the development of a unified, thriving public art environment. Our team's expertise spans art administration, urban planning, historic preservation and landscape architecture, allowing us to approach our projects holistically from various perspectives. The primary consultant on this project will be Anna Talarico, Designing Local's Public Art Coordinator. Anna joined our team in 2023, following her time at the Cleveland Museum of Art and FRONT International: Cleveland Triennial for Contemporary Art. We are particularly excited for her to lead this project, as she is well positioned to execute Boynton Beach's vision for its public art program. Public art processes that combine both visioning and execution is where our firm comes alive and we are excited about the possibility of working with Boynton Beach in facilitating these vital services. Thank you for the time you devote to reviewing our application, and please let us know if we can further support your discernment process. We look forward to next steps and speaking with you about your project soon.

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☑ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

Qualifications and Experience/Ability of Professional Personnel

SECTION II – SCOPE OF WORK (SERVICES) – PROJECT CONTRACT

1. **BACKGROUND**

The City of Boynton Beach aims to develop a Public Art Master Plan to establish a robust and comprehensive framework for the public arts within the city. The plan should serve as a definitive guide for utilizing public art funds acquired through city development projects, ensuring these resources are optimally utilized for the benefit and enjoyment of the Boynton Beach residents.

The Public Art Master Plan will align closely with Boynton Beach's broader development goals, promoting creativity, cultural enrichment, city beautification, and civic pride. It will prioritize inclusivity and accessibility, ensuring that public art installations reflect the diversity and identity of the city's residents.

Ultimately, this initiative underscores the city's commitment to thoughtfully and impactfully leveraging public resources, enhancing its residents' quality of life, and fostering a sense of place that celebrates art and community in Boynton Beach.

2. **SCOPE OF SERVICES**

The City of Boynton Beach seeks the services of a professional firm (or qualified entity) to develop a Public Art Master Plan that aligns with the city's cultural, economic, and social goals.

3. **TASKS REQUIRED BY CONSULTANT**

The Master Plan should include the following activities as outlined by the City listed below:

Task Objectives:

Task 1. Community Engagement:

- Conduct outreach meetings and workshops to engage residents, local arts groups, and stakeholders. Please keep track of all contacts and demographic's data obtained during this process and provided in legible report.
  - Collaborate with the community to uncover regional and site-specific narratives.

Task 2. Strategic Planning:

- Identify site-specific opportunities and locations for art interventions and propose strategies for integrating artworks into public spaces.
    - Gather information for site locations to be designated for future Public Art, considering the city's mobility plan improvements, beautification initiatives, and comprehensive plan. Please visit the following links for further information:
        - Establish typologies of artworks organized by scale, impact, and experiential quality and clarify unique characteristics for matching art typologies and site locations to create public art focal points, districts, gateways, loops, and corridors of public art experience.
        - Integrating the ideologies and information gathered from community engagement into the overarching public art plan framework.

https://www.boynton-beach.org/475/Comprehensive-Plan

https://issuu.com/amanda.bassiely/docs/final_plan_low_res

https://issuu.com/amanda.bassiely/docs/redevelopmentplan_final_web

Task 4. Mapping Overlays:

- Develop visual mapping overlays identifying sites for new public art installations, considering factors such as visibility, accessibility, community impact, and alignment with the city's comprehensive plan.
    - Mapping areas for proposed and existing public art and their associated art typologies.
        - Ensure these overlays are integrated into the City's mapping database.

Task 5. Implementation Strategy:

- Create Public Art Master Plan Guidelines incorporating all formulated policies, programs, sequencing approaches, frameworks for collaborating with artists, pertinent case studies, and maintenance regimens as necessary for the successful execution of integrating public art into the city's overarching existing comprehensive plan (including existing development plans, mobility plan improvements, and beautification initiatives).

Deliverables:

- Community Engagement Meetings:
    - Develop and provide diverse content, including presentations, posters, handouts, exhibits, and questionnaires to gather community feedback.
    - Public Art Implementation Map Overlay:
        - Provide interactive maps integrated into the city's existing mapping database.
        - Identifying potential site locations of various Public Art typologies, beautification projects, and mobility improvements.
    - Public Art Master Plan Guidelines:
        - Outline detailed action steps for project rollout, including coordination and integration with the city's mobility plans, Community Redevelopment Agency (CRA) redevelopment plan, beautification projects, and their responsibilities. Please see links for additional information stated in Task 2. Strategic Planning listed above.
        - Summarize community input and demonstrate how it informs the final plan.
        - Establish typologies of artworks organized by scale, impact, and experiential quality and clarify unique characteristics for matching art typologies and site locations in cohesion with the Public Art Implementation Map Overlay.

4. **MINIMUM QUALIFICATIONS OF PROPOSER**

Qualifications will only be considered from firms engaged in providing services as described in this RFP and who can provide evidence that they have established a satisfactory performance record in meeting the qualification requirements established in the RFP. Emphasis should be placed on the qualifications and experience of key personnel who will be directly involved in the work. Any sub-consultants proposed for collaboration shall be identified.

The responder should submit the following information with a statement of qualifications. This information, along with any other data that the City considers will be used in determining if the responder is qualified to provide the specified service and work.

5. Firm must have at least ten (10) years of considerable and successful relevant experience.

6. Firm must possess an AICP certification.

7. **EXPECTED TIMELINE BY THE CITY**

The City would like this project to be completed by October 31, 2025. The Proposer(s) shall act as an independent contractor and not as an employee of the City.

6. **GENERAL**

The Consultant(s) shall furnish all tools, materials, equipment, sub-consultants, labor, supervision, etc., as necessary for the Proposer to maintain and complete the assigned as outlined in the agreed-upon scope of work/services provided within this Request for Proposals. All mileage and travel time to and from the job site is not reimbursable. The City reserves the right to negotiate the Agreement's final terms, conditions, and pricing structure as may be in the City's best interest.

Description	Response *
Describe the experience and qualifications of all key Proposer and Sub-Proposer players.	For over a decade we have specialized in providing arts and culture planning, urban design, historic preservation, community engagement, and landscape architecture services to communities across the nation. We have completed over 40 public art plans across the country. Our clients typically consist of municipalities, institutions, private developers, and non-profit entities. Many of our projects blur the lines between all of these interrelated services and markets, creating a broad yet cohesive vision for our clients that sets the stage for collaborative implementation of the plan.
Summarize the quality of the firm's support personnel and continuity of staff.	Designing Local has worked with over 60 communities across the country to successfully manage and deliver similar projects through our use of virtual collaboration tools, regular project coordination meetings, and identifying the most impactful timing for on-site visits. The Boynton Beach Public Art Master Plan Review project will be managed by Anna Talarico, an experienced public art project manager and arts administrator at Designing Local. Anna will be responsible for communicating to all members of the team and will assure their direct participation in meetings and other project activities as necessary. Anna will also coordinate and organize all materials for various submittals, presentations, and deliverables. Designing Local has 15 dedicated staff that are able to support the proposed team: 6 Urban Planners & Designers 1 Public Art Coordinator 1 Historic Preservationist 2 Landscape Architects 2 Landscape Designers 3 Admin/Support Staff
Describe the ability to perform additional services and provide technical support throughout engagement.	We delight in the inspiring people we connect with and learn from each planning process. Designing Local has worked with over 40 communities across the nation to create policies, implementation plans, and review processes for public art. Our team is able to guide and support City staff and Public Art Committees on all matters concerning the Public Art Master Plan, including artist selection, art analysis, installation, and maintenance. We also are able to manage the process for procuring art on behalf of our clients including the creation of calls for submissions, facilitation of juried review processes, and management of contracting processes.
Explain the ability to meet set standards.	At Designing Local, our planning process is informed by more than just traditional city planning methodologies. Our team's deep expertise in landscape architecture, historic preservation, and urban design allows us to think holistically about how public art can be — spiritually, contextually, and strategically — part of the form and character of a community. Further, we work in communities big and small throughout the United States, giving us a perspective on the distinct art and cultural landscapes that can be found here and the best practices that make them work. Our past work and client references are a testament to our abilities to meet, and exceed, the standards for our projects.

Provide evidence of a capable and well-organized engagement team and management plan.	We develop tailored strategies to effectively reach and engage hard-to-reach populations to inform, guide, and communicate the Plan. Designing Local understands that our team is not always representative of the communities we work in, and as such, we are clear that we don't know what we don't know about the expertise and lived experiences of the community members that we are engaging with. Our strength is in knowing the conversations we are qualified to lead (for example, those about historic preservation) and those we have a moral imperative to outsource to folks who are "credible storytellers" within the groups we seek to engage. We frequently hire and compensate local people to lead aspects of our projects that are outside our areas of expertise, and step aside to allow them to engage as they see fit. It is for this reason that we do not have a prescribed methodology to impose upon the communities in which we work — our project plans intentionally leave space for community collaboration and its (often-surprising) outcomes. For this project we would work with you to determine the appropriate number and type of community engagement events and activities. Below are some featured techniques that we may use and have found successful on urban design projects. In our project timeline and cost proposal we have provided a more detailed timing for public engagement for the Public Art Master Plan project.

OFFEROR'S QUALIFICATION STATEMENT

Line Item	Description	Response *
1	How many years has your organization been in business under its present name?	11
2	If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute.	Designing Local LTD doing business as Designing Local, LLC in the State of Florida.
3	Under what former name (s) had your business operated? Also list former address(es) of that business, if any.	N/A
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, we have attached our Florida Department of State authorization to transact business in Florida.
6	Has your company ever declared bankruptcy? If Yes, explain.	No

SCRUTINIZED COMPANIES DETERMINATION

By submission of this qualification package and if selected by the City as the CONSULTANT, execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONSULTANT, certifies that CONSULTANT is not participating in a boycott of Israel. CONSULTANT further certifies that CONSULTANT 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 the CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT 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, CONSULTANT 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 CONSULTANT 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.

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

References

1. **References – Past Performance**

   Provide a list of three (3) governmental agency references or similar contracts for which the Proposer has completed or is in progress within the past ten (10) years with the following information:

2. Name of Agency
3. Address
4. Contact Name, Email Address
5. Telephone Number

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.

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee may **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Company Name	Town of Erie, Colorado	City of Port St. Lucie, Florida	ArtsNow
Address	645 Holbrook Street P.O. Box 750 Erie, CO 80516	121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984	175 S Main St #100 Akron, OH 44308
Contact Name	Patrick Hammer	Bethany Grubbs	Nicole Mullet
Phone	303.926.2540	772.344.4362	330.203.1606
Email	phammer@erieco.gov	bgrubbs@cityofpsl.com	nicole@artsnow.org

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.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. If not applicable or if no-subconsultants will be used in the performance of this Work, write “Not-Applicable” or “NONE” across the form.

☑

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	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1					

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.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- a. Proposer's Qualification Statement - a. Proposer's Qualification Statement_Designing Local.pdf - Wednesday March 12, 2025 11:40:14
- b. Non-Collusion Affidavit of Proposer - b. Non-Collusion Affidavit_Designing Local.pdf - Wednesday March 12, 2025 11:40:23
- c. E-Verify Form Under Section § 448.095 Florida Statutes - c. Affidavits of Compliance - F.S. 287.135 and E-Verify_Designing Local.pdf - Wednesday March 12, 2025 11:40:39
- d. Certification Pursuant to Florida Statute § 287.135 - d. Certification Pursuant to Florida Statute 287.135_Designing Local.pdf - Wednesday March 12, 2025 11:41:13
- e. Anti-Kickback Affidavit - e. ANTI KICK BACK AFFIDAVIT_Designing Local.pdf - Wednesday March 12, 2025 11:41:22
- f. Affidavit of Compliance with Foreign Entity Laws - f. AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS_Designing Local.pdf - Wednesday March 12, 2025 11:41:32
- g. Affidavit of Compliance with Anti-Human Trafficking Laws - g. AFFIDAVIT OF COMPLIANCE - ANTI HUMAN TRAFFICKING LAW_Designing Local.pdf - Wednesday March 12, 2025 11:41:43
- A. Letter of Interest, B. Firm's Qualifications, C. Qualifications of Project Team and availability of specialty resources, D. Current and Projected Workload of the Proposer, E. References – Past Performance - A-F_Boynton Beach Public Art Master Plan_Designing Local.pdf - Wednesday March 12, 2025 11:53:35
- Florida Professional Licenses, including evidence of required licenses and business permits, W-9 and Sunbiz - Licenses_Designing Local.pdf - Wednesday March 12, 2025 11:50:04
- RFP DOCUMENT - Detailed Proposal_Boynton Beach Public Art Master Plan_Designing Local.pdf - Wednesday March 12, 2025 11:59:15
- Additional Document - WDBE Certifications_Designing Local.pdf - Wednesday March 12, 2025 11:57:59

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

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.

1. **FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:**

Before submitting a proposal to this RFP, proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Proposers 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 Proposer shall not be a cause for relief from responsibility.

2. **NON-COLLUSION**

Proposer shall not collude, conspire, connive, or agree, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by a person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

3. **LEGAL CONDITIONS**

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and Ordinances of the City of Boynton Beach.

4. **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.

5. **ADDITIONAL HOURS QUANTITIES**

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices proposal in this solicitation.

If additional quantities are not acceptable, the price proposal sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

6. **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.

7. **LEGAL REQUIREMENTS:**

Proposer shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

8. **ON PUBLIC ENTITY CRIMES**

All Request for Proposals as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

9. **FEDERAL AND STATE TAX:**

The City of Boynton Beach is exempt from Federal and state taxes.

10. **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.

11. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:**

The Proposer certifies that all material, equipment, etc., contained in this proposal 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.

12. **PALM BEACH COUNTY INSPECTOR GENERAL:**

The Proposer and, if awarded Consultant, 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 Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants 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.

13. **OTHER AGENCIES**

Any Agreement(s) resulting from this RFP and from this submitted proposal 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 Proposer(s).

14. **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.

15. **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

- The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

16. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

The Proposer and, if awarded Consultant, 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 Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant'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.

17. **OMISSION OF DETAILS**

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

18. **LOBBYING - CONE OF SILENCE:**

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act

on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for the award of contract to the Proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

19. **LEGAL EXPENSES:**

The City shall not be liable to a Proposer 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.

20. **NO THIRD-PARTY BENEFICIARIES:**

No provision of this RFP or agreement/contract to follow with Consultant 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 Proposer.

21. **DIRECT OWNER PURCHASES:**

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

22. **SCRUTINIZED COMPANIES:**

By submission of a proposal 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.

23. **DISCRIMINATORY VENDOR LIST**

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

24. **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.

25. **BUSINESS INFORMATION**

If a proposing firm is a Joint Venture for the goods/services described herein, the Proposer shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

26. **AGREEMENT**

Proposer agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding Agreement is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Proposer. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

27. **ENDORSEMENTS**

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

28. **DRUG-FREE WORKPLACE**

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:

28. 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.

    A. Inform employees about the dangers of drug abuse in the workplace, the Proposer'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.

    B. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.

    C. 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.

    D. 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.

    E. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

29. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT**

Proposer represents and certifies that Proposer and all Sub-consultants 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.

30. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Consultant. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

31. 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.

32. 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.

33. PUBLIC RECORDS

Sealed documents received by the City in response to a Request for Proposals are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFP 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, Consultant 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, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by consultant must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
E. Failure of the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE

100 EAST OCEAN AVENUE

BOYNTON BEACH, FLORIDA, 33435

561-742-6060

CityClerk@bbfl.us

5.34 **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.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Josh Lapp, Principal, Designing Local
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
Addendum No. 3 Mon March 3 2025 04:31 PM	☑	5
Addendum 2--25-RFP-25-012R-Public Art master Plan Review Consul_ Wed February 19 2025 04:33 PM	☑	1
RFP No. PLDEV25-012 - PUBLIC ART MASTER PLAN - Front Page with Link Fri February 14 2025 04:00 PM	☑	1
Addendum 1-PUBLIC ART MASTER PLAN REVIEW (CONSULTANT) - RFP No. 25PLDEV-012R Fri February 14 2025 08:13 AM	☑	1

PROPOSER'S QUALIFICATION STATEMENT

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: City of Boynton Beach
Procurement Services
100 E. Ocean Avenue
Boynton Beach, Florida 33435

Submitted By:	Check One	
Name: Designing Local, LTD	Corporation	
Address: 20 E. Broad Street	Partnership	
CITY, State, Zip: Columbus, Ohio 43215	Individual	
Telephone No.: 614.607.1557	Other	X
Fax No.: N/A		
Email Address.: josh@designinglocal.com		

1. State the true, exact, correct, and complete name of the partnership, corporation, trade, or fictitious name under which you do business and the address of the place of business.

   The correct name of the Proposer is:
   Designing Local, LTD

   The address of the principal place of business is:
   20 E. Broad Street
   Columbus, Ohio 43215

2. If Proposer is a corporation, answer the following:

   a. Date of Incorporation: _____
   b. State of Incorporation: _____
   c. President's name: _____
   d. Vice President's name: _____
   e. Secretary's name: _____
   f. Treasurer's name: _____
   g. Name and address of Resident Agent: _____

3. If Proposer is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation, or partnership, describe the organization and give the name and address of principals:
Designing Local is a Limited Liability Corporation (LLC)
Should we be awarded the contract we will provide individual ownership information, as it contains proprietary details that are not for public disclosure.

5. If Proposer is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

_____

6. How many years has your organization been in business under its present business name?
11

Under what other former names has your organization operated?

_____

_____

_____

7. Indicate registration, license numbers, or certificate numbers for the businesses or professions, which are the subject of this Bid. Please attach the certificate of competency and/or state registration.

_____

_____

_____

8. Did you attend the Pre-Proposal Conference if any such conference was held?

YES [X] NO [ ]

9. Have you ever failed to complete any work awarded to you? If so, state when, where, and why:
Organizational preparedness led to the mutual cancellation of one contract that we were awarded in 2024.

_____

10. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary)
See Qualifications of Project Team in our Detailed Proposal document.

_____

_____

11. State the name of the individual who will have personal supervision of the work:
Josh Lapp

12. State the name and address of the attorney, if any, for the business of the Proposer:
N/A

13. State the names and addresses of all businesses and/or individuals who own an interest of more than five percent (5%) of the Proposer's business and indicate the percentage owned of each such business and/or individual:
We do not typically disclose this information until a contract is awarded, as it contains private details of our business that are not intended for public disclosure.

14. State the names, addresses, and the type of business of all firms that are partially or wholly owned by Proposer:
N/A

15. State the name of the Surety Company which will be providing the bond (if applicable), and the name and address of the agent:
N/A

16. Annual Average Revenue of the Proposer for the last three years as follows:

		Revenue Index Number
a.	Government Related Work	4
b.	Non-Governmental Related Work	2
	Total Work (a +b):	6

Revenue Index Number

1.	Less than $100,000
2.	$100,000 to less than $250,000
3.	$250,000 to less than $500,000
4.	$500,000 to less than $1 million
5.	$1 million to less than $2 million
6.	$2 million to less than $5 million
7.	$5 million to less than $10 million
8.	$10 million to less than $25 million
9.	$25 million to less than $50 million
10.	$50 million or greater

17. Bank References:

Bank **Address** **Telephone**

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

We do not typically disclose this information until a contract is awarded, as it contains private details of our business that are not intended for public disclosure.

18. Describe policies and methods for project monitoring and budgeting control as well as adherence to project schedule (continue on insert sheet, if necessary).

See attached.

19. Provide descriptions of quality assurance/quality control management methods (continue on insert sheet, if necessary):

See attached.

20. Is the financial statement submitted with your proposal (if applicable) for the identical organization named on page one?

YES [ ] NO [X]

21. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsidiary).

N/A

22. What will be your turnaround time for written responses to City inquiries?

You can generally expect a response to your emails within 24 hours during our regular business week (Monday - Friday).

23. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries, or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

None

24. List all claims, arbitrations, administrative hearings, and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project in which the dispute arose, and a description of the subject matter of the dispute.

None

25. List and describe all criminal proceedings or hearings concerning business-related offenses to which the Proposer, its principals or officers, or predecessors' organization(s) were defendants.

None

26. Has the Proposer, its principals, officers, or predecessors' organization(s) been convicted of a Public Entity Crime, debarred, or suspended from bidding by any government during the last five (5) years? If so, provide details.

No

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by the owner in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the owner to reject the proposal, and if after the award, to cancel and terminate the award and/or contract.

(Signed) Amanda Tolden

(Title) Managing Principal & Co-Founder

STATE OF Ohio)
COUNTY OF Franklin)

The foregoing document was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 12th day of March, 2025, by Josh Lapp, as Principal & Co-Founder of Designing Local who is personally known to me or who has produced _____ as identification.

Notary Public (Signature)

My Commission Expires: July 15, 2025

NOTARY PUBLIC STATE OF OHIO

JOSHUA LAPP
Notary Public
State of Ohio
My Comm. Expires
July 15, 2025

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR THE BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Ohio)
:
County of Franklin)

Amanda Golden, being first duly sworn, deposes and says that:

1) He/She is Managing Principal (Title) of Designing Local, LTD (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:

Josh Lapp
Typed name:

_____
Typed name:

BIDDER:

Signed: _____

Name: Amanda Golden

Title: Managing Principal

STATE OF Ohio)
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 11th day of March, 2025, by Amanda Golden, who is personally known to me or who has produced a driver's license as identification.

Subscribed and sworn to before me
This 11th day of March, 20 25

JOSHUA LAPP
Notary Public
State of Ohio
My Comm. Expires
July 15, 2025

_____
Notary Public (Signature)

My Commission Expires: July 15, 2025

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, Amanda Golden, Managing Principal, on behalf of Designing Local, LTD. certify

Print Name and Title | Company Name

that Designing Local, LTD. 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.

Designing Local, LTD
COMPANY NAME

SIGNATURE

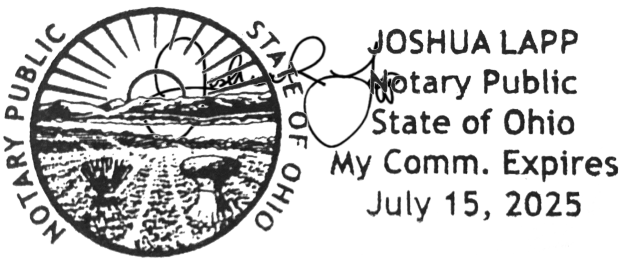
Amanda Golden
PRINT NAME

Managing Principal
TITLE

3/11/2025
DATE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 11th day of March, 2025, by Amanda Golden, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 11th day of March, 2025



Notary Public (Signature)

July 15, 2025
My Commission Expires:

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: Public Art Master Plan Review Consultant

Solicitation No.: 25PLDEV-012R

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:	Designing Local, LTD
Authorized Signature:	
Print Name:	Amanda Golden
Title	Managing Principal
Date:	3/11/2025
Phone:	706.346.5696

STATE OF Ohio)
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me by means of □ physical presence or X online notarization, this 11th day of March, 2025, by Amanda Golden on behalf of _____. He/she is personally known to me or has produced _____ as identification.



JOSHUA LAPP
Notary Public
State of Ohio
My Comm. Expires
July 15, 2025

_____
NOTARY PUBLIC
Josh Lapp,
(Name of Notary Typed, Printed or Stamped)

Principal
Title or Rank
N/A
Serial number, if any

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

I, Amanda Golden, Managing Principal on behalf of Designing Local, LTD certify

Print Name and Title Company Name

that Designing Local, LTD 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 Consultant of the City's determination concerning the false certification. The Consultant 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 Consultant 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.

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As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant 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

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Designing Local, LTD

COMPANY NAME

SIGNATURE

Amanda Golden

PRINT NAME

Managing Principal

TITLE

3/11/2025

DATE

STATE OF Ohio)
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 11th day of March, 2025 by Amanda Golden, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 11th day of March, 2025



JOSHUA LAPP
Notary Public
State of Ohio
My Comm. Expires
July 15, 2025

Notary Public (Signature)

July 15, 2025
My Commission Expires:

THIS PAGE IS TO BE SUBMITTED ALONG WITH THE BID FOR
BID PACKAGE TO BE CONSIDERED COMPLETE AND ACCEPTABLE

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: Amanda Golden
NAME - SIGNATURE

STATE OF Ohio)
COUNTY OF Franklin)

The foregoing document was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 11th day of March, 20 25 by Amanda Golden, as Managing Principal of Designing Local, LTD who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this 11th day of March , 2024 2025

Printed Information:

Josh Lapp
NAME

Principal
TITLE

Joshua Lapp
NOTARY PUBLIC, State of ~~Florida~~ Ohio
at Large

Designing Local, LTD
COMPANY

"OFFICIAL NOTARY SEAL" STAMP

NOTARY PUBLIC STATE OF OHIO
JOSHUA LAPP
Notary Public
State of Ohio
My Comm. Expires
July 15, 2025

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: March 11, 20 25

Entity: Designing Local, LTD

Signed: Amanda Golden

Name: Amanda Golden

Title: Managing Principal

STATE OF Ohio
COUNTY OF Franklin

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 11th day of March, 20 25, by Amanda Golden, as Managing Principal for Designing Local, LTD, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Joshua Lapp

Print Name: Josh Lapp

State of ~~Florida~~ Ohio at Large (Seal)

NOTARY PUBLIC STATE OF OHIO

JOSHUA LAPP
Notary Public
State of Ohio
My Comm. Expires
July 15, 2025

My commission expires: July 15, 2025

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: March 11, 2025

Signed: Amanda Golden

Entity: Designing Local, LTD

Name: Amanda Golden

Title: Managing Principal

STATE OF Ohio
COUNTY OF Franklin

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☑ online notarization, this 11th day of March, 2025, by Amanda Golden, as Managing Principal for Designing Local, LTD, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Joshua Lapp

Print Name: Josh Lapp

Ohio
State of ~~Florida~~ at Large (Seal)

NOTARY PUBLIC STATE OF OHIO

JOSHUA LAPP
Notary Public
State of Ohio
My Comm. Expires
July 15, 2025

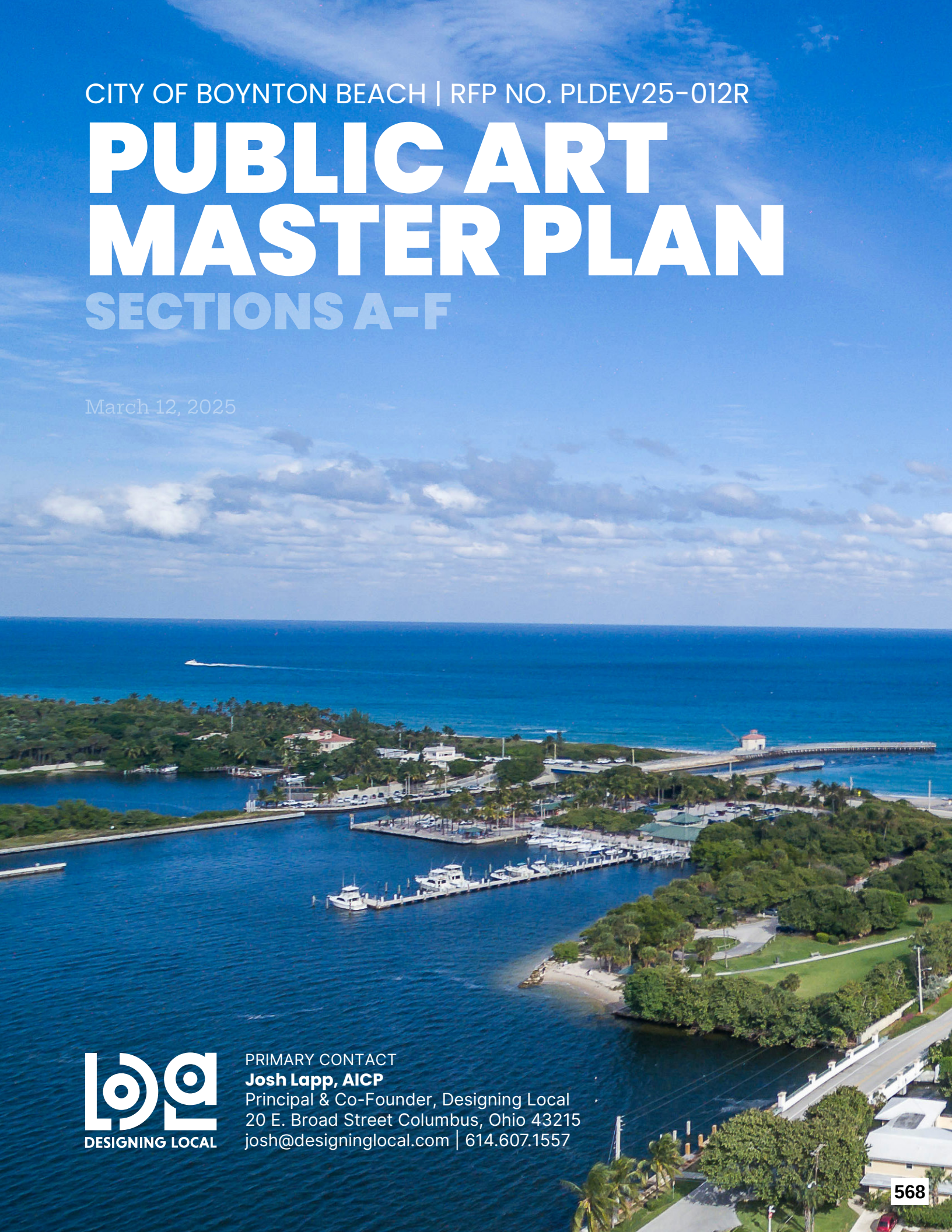
My commission expires: July 15, 2025

CITY OF BOYNTON BEACH | RFP NO. PLDEV25-012R

PUBLIC ART MASTER PLAN

SECTIONS A-F

March 12, 2025



DESIGNING LOCAL

PRIMARY CONTACT
Josh Lapp, AICP
Principal & Co-Founder, Designing Local
20 E. Broad Street Columbus, Ohio 43215
josh@designinglocal.com | 614.607.1557

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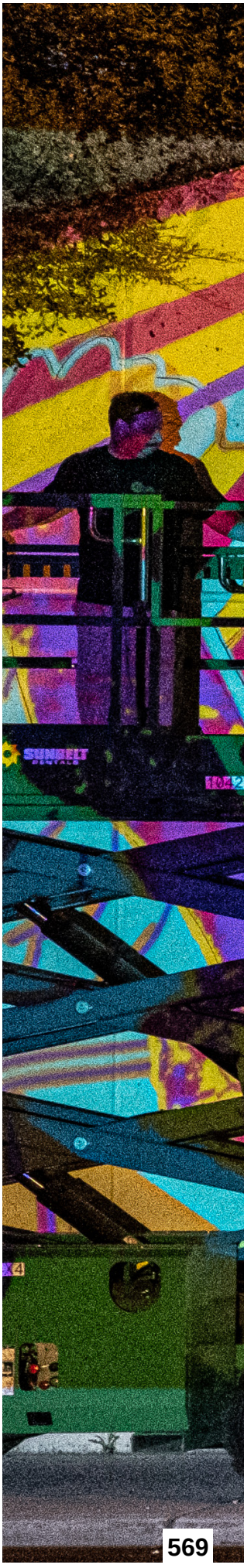



A
LETTER OF INTEREST
SJ6826 RT

DESIGNING LOCAL

March 12, 2025

City Of Boynton Beach
100 E. Ocean Avenue
Boynton Beach, FL 33435

Re: RFP No. PLDEV25-012R PUBLIC ART MASTER PLAN REVIEW

Dear Members of the Selection Committee,

On behalf of Designing Local, we would like to thank you for the opportunity to submit this proposal to Boynton Beach. We believe that our firm has the ideal mix of experience in both visioning what art can do for our clients and their public spaces alongside success in executing efficient and transparent curatorial programs. We're so excited by the possibility of bringing our national experience to the Boynton Beach Public Master Plan Coordinator project.

Designing Local, a certified woman owned business based in Columbus, Ohio, has national reach and is the team with the most well suited experience and organizational infrastructure to help Boynton Beach support and implement its growing public art program. Our ultimate goal is to provide best practices in art curation and artist selection, resource gathering, coordination of art production and installation, and stakeholder engagement to create spaces for enjoyment, connection, and joy. Our approach will be oriented around four pillars: 1) Assessing the current collection, public art policy, and public art program to understand their respective themes, priorities, opportunities, and strengths; 2) Best practices and public art trends; 3) Alignment with current Boynton Beach resources and short- and long-term goals; 4) Bold new opportunities that arise through research and engagement. The strategy for implementing public art program for Boynton Beach will support the development of a unified, thriving public art environment. Our team's expertise spans art administration, urban planning, historic preservation and landscape architecture, allowing us to approach our projects holistically from various perspectives. The primary consultant on this project will be Anna Talarico, Designing Local's Public Art Coordinator. Anna joined our team in 2023, following her time at the Cleveland Museum of Art and FRONT International: Cleveland Triennial for Contemporary Art. We are particularly excited for her to lead this project, as she is well positioned to execute Boynton Beach's vision for its public art program.

Public art processes that combine both visioning and execution is where our firm comes alive and we are excited about the possibility of working with Boynton Beach in facilitating these vital services. Thank you for the time you devote to reviewing our application, and please let us know if we can further support your discernment process. We look forward to next steps and speaking with you about your project soon.

Sincerely,

Josh Lapp, AICP
Principal & Co-Founder
josh@designinglocal.com
614.607.1557
(Main Point of Contact)

Amanda Golden
Managing Principal & Co-Founder

Matt Leasure, AICP PLA LEED AP
Principal



B

FIRM'S QUALIFICATIONS

DESIGNING LOCAL

PUBLIC ART PLANNING & CONSULTING



Designing Local is an award-winning, nationally recognized firm that has helped more than 60 US communities create vibrant, culturally rich, fun places.

OVERVIEW
Designing Local is an Ohio-based certified woman-owned business dedicated to helping communities connect people to place through culture. Founded in 2014, our firm was born from the belief that design, art, culture, historic preservation, and other important unique attributes of communities are often overlooked in the planning process. We bring an authentic curiosity and passion to our work.

EXPERTISE
For over a decade we have specialized in providing arts and culture planning, urban design, historic preservation, community engagement, and landscape architecture services to communities across the nation. Our clients typically consist of municipalities, institutions, private developers, and non-profit entities. Many of our projects blur the lines between all of these interrelated services and markets, creating a broad yet cohesive vision for our clients that sets the stage for collaborative implementation of the plan.

APPROACH
Our process is straightforward and simple. Through robust and creative public engagement we help to extract the story of the place in which we are working. We take that story, as told by the community itself, and help translate that into a unique, interesting, and powerful built environment.

FOUNDED
2014

LOCATION
Columbus, Ohio

EMPLOYEES
15

CERTIFICATIONS
Women-owned Business Enterprise (WBE)
State of Ohio

Certified Disadvantaged Business Enterprise (DBE)
Ohio Department of Transportation

SERVICES
Public Art Planning
Historic Preservation
Arts & Culture Planning
Landscape Architecture
Urban Planning & Design
Community Engagement

ADDITIONAL PUBLIC ART PLANNING EXPERIENCE

Acworth Public Art Plan
Acworth, Georgia

Anaheim Public Art Plan
Anaheim, California

Anderson Township Community Arts Plan
Anderson Township, Ohio

Art on High Strategic Public Art Plan & Artist Selection
Columbus, Ohio

Bainbridge Island Community Art Plan
Bainbridge Island, Washington

Braselton Public Art Master Plan
Braselton, Georgia

Brockton Downtown Accessible Public Art Plan
Brockton, Massachusetts

Burleson Public Art Plan
Burleson, Texas

Cape May County Creative Placemaking Plan
Cape May County, New Jersey
ASLA Ohio 2019 Merit Award, Communications + Research

Canton Public Art Plan
Canton, Georgia

Conway Public Art Master Plan
Conway, Arkansas

Corning Public Art Plan
Corning, New York

Danville Public Art Plan
Danville, Virginia

Downtown Douglasville Public Art Master Plan
Douglasville, Georgia

Duluth Public Art Master Plan
Duluth, Georgia

Emeryville Public Art Master Plan
Emeryville, California

Erie Public Art & Placemaking Plan
Erie, Colorado

Essence of Athens
Athens, Ohio
APA Ohio 2015 Focused Planning Project
ASLA Ohio 2014 Merit Award, Communications + Research

Frisco Public Art Master Plan
Frisco, Texas

Germantown Public Art Master Plan
Germantown, Tennessee
APA Tennessee 2020 Outstanding Project/Program/Tool for a Small Jurisdiction

Glenwood Springs Public Art Master Plan
Glenwood Springs, Colorado

Hiawassee Public Art Strategy
Hiawassee, Georgia

Los Altos Public Art Master Plan
Los Altos, California

Milpitas Public Art Plan
Milpitas, California

Moline Public Art Master Plan
Moline, Illinois

Montpelier Public Art Master Plan
Montpelier, Vermont

Mooresville Public Art Plan
Mooresville, North Carolina

Richmond International Airport Public Art Plan
Richmond, Virginia

Roswell Public Art Master Plan
Roswell, Georgia

Sandusky Public Art & Placemaking Plan
Sandusky, Ohio

San Luis Obispo Public Art Master Plan
San Luis Obispo, California

Sandy Springs Public Art Master Plan
Sandy Springs, Georgia

Savannah Public Art Master Plan
Savannah, Georgia

Smyrna Public Art Consultant
Smyrna, Georgia

Sullivant Bright Public Art & Parklet Project
Columbus, Ohio
ASLA Ohio 2021 Merit Award, Planning + Analysis

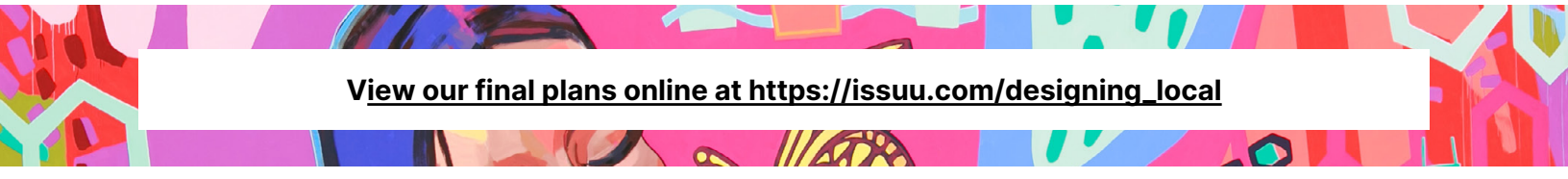
Tempe Public Art Plan
Tempe, Arizona

The Peninsula Public Art Plan
Columbus, Ohio

The Point Public Art Plan
Salt Lake City, Utah

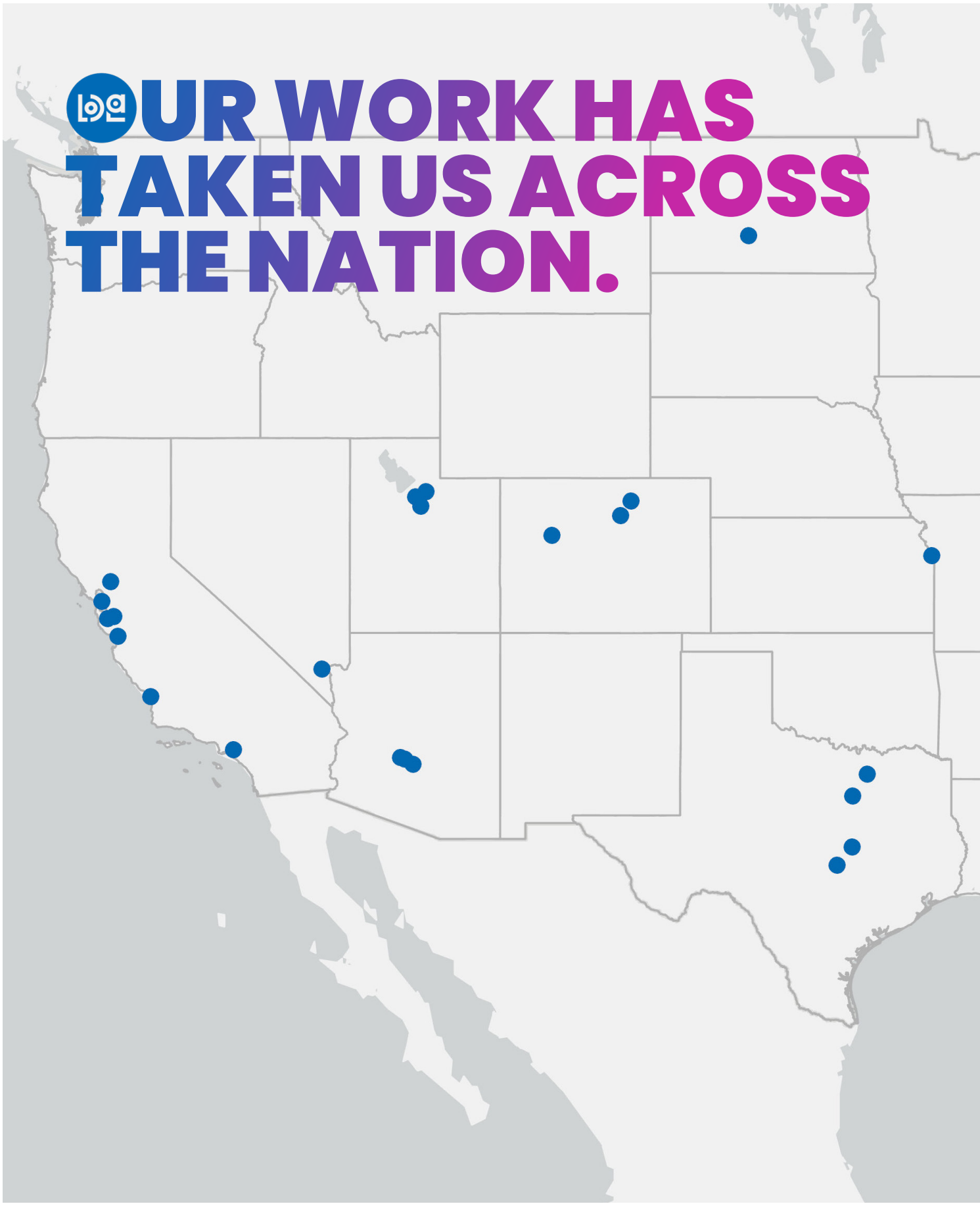
Watsonville Public Art Plan
Watsonville, California

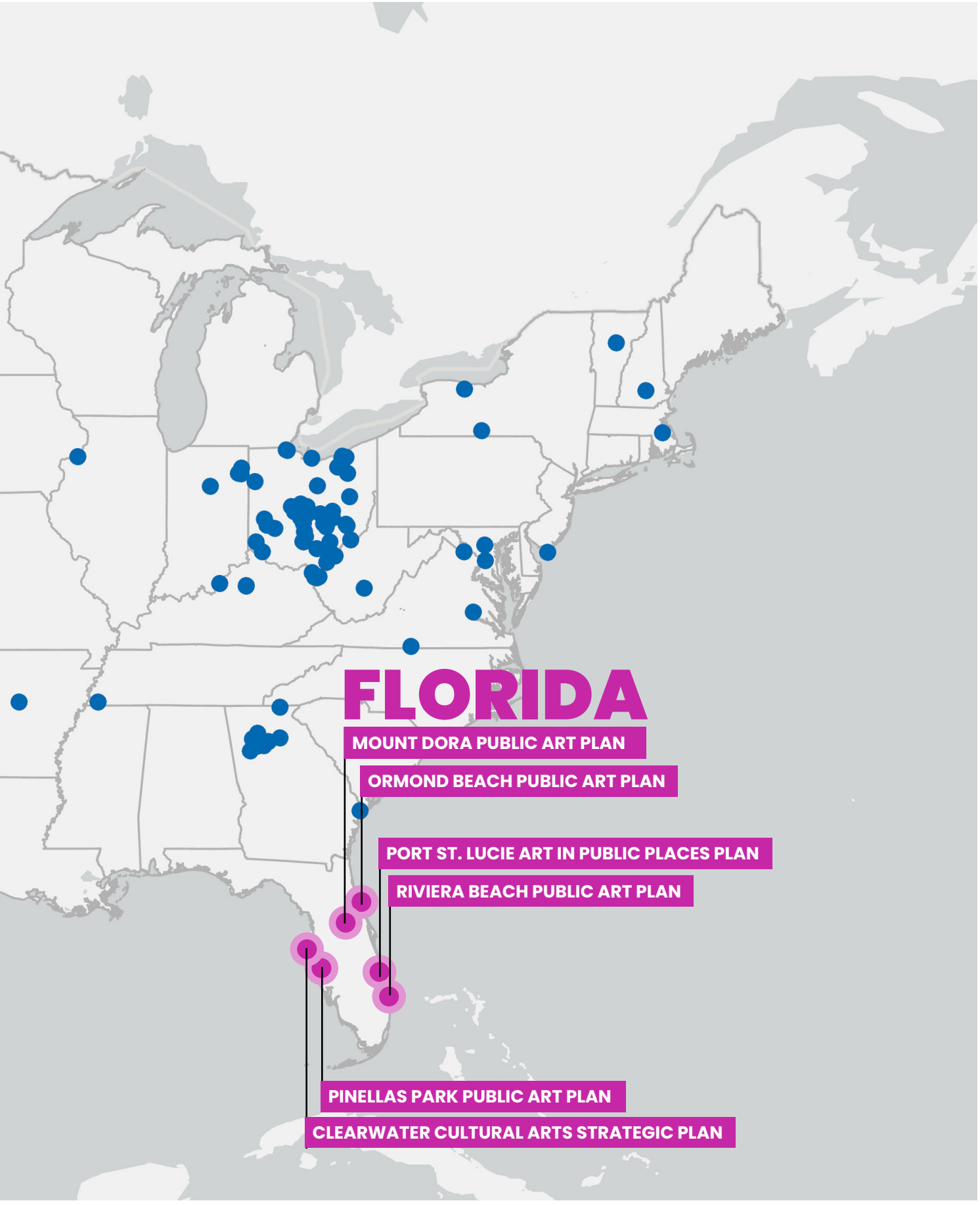
Woodstock Public Art Plan
Woodstock, Georgia

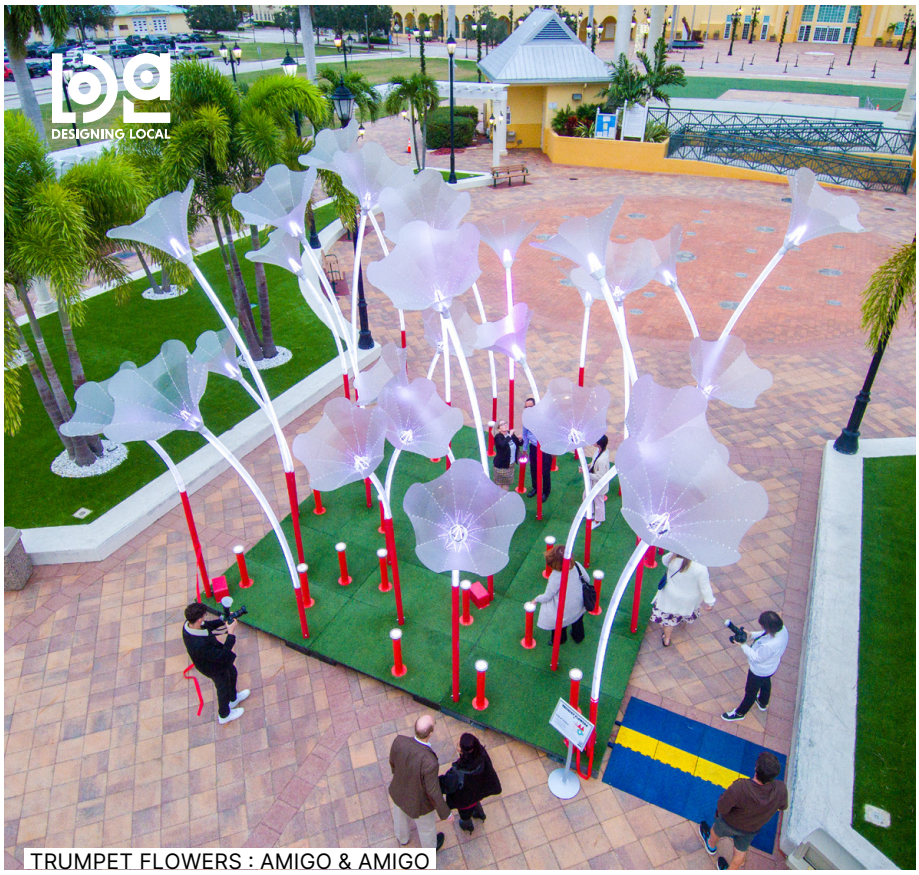


View our final plans online at https://issuu.com/designing_local

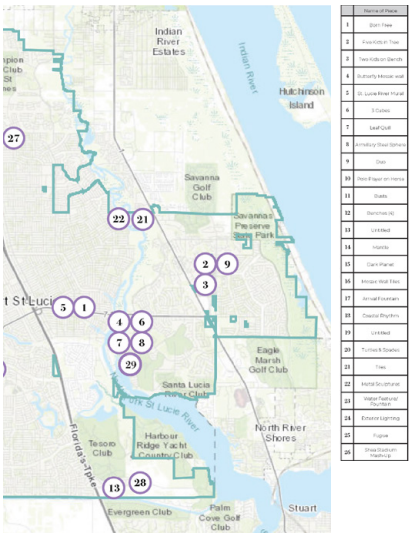
OUR WORK HAS TAKEN US ACROSS THE NATION.




FLORIDA
MOUNT DORA PUBLIC ART PLAN
ORMOND BEACH PUBLIC ART PLAN
PORT ST. LUCIE ART IN PUBLIC PLACES PLAN
RIVIERA BEACH PUBLIC ART PLAN
PINELLAS PARK PUBLIC ART PLAN
CLEARWATER CULTURAL ARTS STRATEGIC PLAN



TRUMPET FLOWERS : AMIGO & AMIGO



Years 5 - 10

Action	Cost	Responsible Party	Note
Develop Yearly Art in Public Places Work Plan	n/a	PAAB	To be done yearly
Complete Implementation of the Port St. Lucie Botanical Garden Public Art Plan	$5,000-$15,000 per year	PAAB, Botanical Garden	
Continue Implementation of a Functional Public Art Program	$10,000 - $20,000 per project	Public Art Advisory Board (PAAB)	
Continue Implementation of the The Port District Art Trail	$300,000 - $500,000	PAAB, Botanical Garden	Includes Veterans Memorial Public Art
Continue Implementation of Environmental Public Art Program	$50,000 per year	PAAB, Community Development, Parks & Recreation	Example project: Sandhill Celebration
Continue Implementation of Public Art Splash Pads	$100,000 per project	PAAB, Parks & Recreation	
Implement Feasibility Study for an Arts Center		City Council & Mayor	

ART IN PUBLIC PLACES MASTER PLAN & IMPLEMENTATION

PORT ST. LUCIE, FLORIDA

The Public Master Plan takes an overarching look at the existing Art in Public Places program for the City while setting out a vision for the future and defining how public art will integrate into the success of the City. At the heart of an efficient and effective Art in Public Places program, are clear and strong policies. This plan creates such policies and gives clear guidance on how to manage the overall program, including policy for art acquisition, collection management, donation procedures, and maintenance. The plan itself is geared towards process and implementation as much as creativity and fun in order to deliver results for the community. The final Public Art Master Plan explains the existing Art in Public Places program, lays out a vision for where it should go in the future, and puts forth concrete steps that the city can take in order to make the vision a reality. We focused on using public art to create remarkable places in Port St. Lucie that connect residents with their community, creates an identity for the city, further advances the goals of the city and its residents. Designing Local has continued to provide art implementation for the last 2 years and our portfolio of active Port St. Lucie implementation projects totals $450,000.

A recently installed temporary public art display. Trumpet Flowers by Amigo & Amigo, an Australia-based art studio that specializes in interactive public art, was implemented with support and coordination from the Designing Local team. Each flower features a corresponding "trumpet key" that when pushed plays the jazzy sounds of a trumpet, tuba, trombone or drum, transforming the individual sculptures into a towering symphonic and light experience.

CLIENT
City of Port St. Lucie

COMPLETED
Ongoing

TEAM
Anna Talarico
Amanda Golden
Josh Lapp

SERVICES
Public Art Planning
Public Art Consulting
Public Art Implementation
Community Engagement

CLICK HERE TO SEE THE FINAL PLAN



PINELLAS PARK PUBLIC ART PLAN

PINELLAS PARK, FLORIDA

As the physical heart of Pinellas County, the City of Pinellas Park has grown into a uniquely open, accessible community. There were great opportunities to enhance the community's identity with residents and neighbors in the region. A key priority of the public art programming was to help create an ecosystem of artists, creatives, performers, and consumers. The public art program was needed to help expand the art ecosystem in the city by creating new opportunities for artists and visitors to experience art. Focusing on the future was a key perspective of the planning team. The plan was not created just for today but also creates an impactful, sustainable public art program for the future. This program was developed to outlast those involved in this process in order to create solid deliverables for years to come. The community engagement efforts that were undertaken as part of the planning process were key to developing not only the vision and priorities for public art, but also the ideas that will help ensure public art becomes a beacon for residents and visitors in Pinellas Park. Engagement efforts included a large-scale survey, as well as in-person engagement at a number of events.

The foundation of the Pinellas Park Public Art Plan rests on four pillars: community engagement, stakeholder feedback, best practices, and a forward focus. Step by step, the City of Pinellas Park will be able to formalize, initiate, and fund a public art program that will have a lasting impact on the city. The program is governed by transparent procedures that ensure it is efficient and effective. A variety of funding mechanisms to ensure program sustainability were also presented.

CLIENT
City of Pinellas Park

COMPLETED
2023

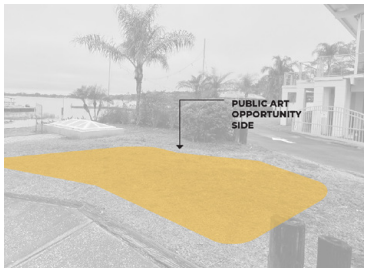
TEAM
Amanda Golden
Josh Lapp

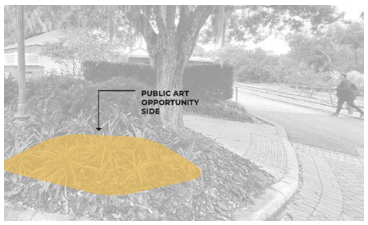
SERVICES
Public Art Planning
Community Engagement

CLICK HERE TO SEE THE FINAL PLAN









MOUNT DORA PUBLIC ART PLAN

MOUNT DORA, FLORIDA

Mount Dora stands on its own as a unique historic and arts focused community in Central Florida. The City of Mount Dora has an interesting legacy and connection with Scottish culture. Tree-lined streets and quaint historic buildings conceal a deep love for the arts in the community that bursts into display during the special events that take place in the community, many of which are art focused. In Mount Dora public art will help the physical environment come alive with the spirit of the community. Discussions between the project team and community stakeholders formed the basis of the project team's understanding of the City and of efforts to revitalize Mount Dora. The project team conducted a tour of the community as well as follow up visits to collect information and ideas. We found that community members love the unique small town historic charm of Mount Dora and revealed a desire to continue to enhance performing arts. There are also fantastic opportunities to connect performing and public art. One recommendation was the creation of a public art trail that would connect many of these sites, some of which already feature public art.

The Mount Dora Public Art Plan lays the foundation for the future of public art in the City and prepares for expansion of the existing public art efforts to help ensure that the physical environment reflects the art focused culture of its residents and visitors. The Public Art Plan includes five unique design inspiration sections that can be used by artists to gain insight when creating pieces for Mount Dora.

CLIENT
City of Mount Dora

COMPLETED
2022

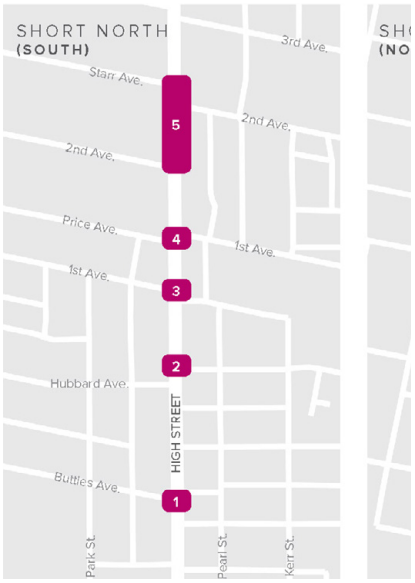
TEAM
Amanda Golden
Josh Lapp

SERVICES
Public Art Planning
Community Engagement

CLICK HERE TO SEE THE FINAL PLAN



THE MAKERS MONUMENT : MARK REIGELMAN





ART ON HIGH STRATEGIC PLAN & IMPLEMENTATION

COLUMBUS, OHIO

In 2010, the City of Columbus, Ohio dedicated $25 million to the High Street Streetscape Project which will transform both the Short North Arts District and the southern University District portions of High Street, one of the busiest corridors in Columbus. The streetscape improvements will create a safer, more walkable and more inclusive neighborhood by burying overhead utilities, increasing sidewalk widths, standardizing streetscape elements, upgrading lighting, adding marked crosswalks, improving stormwater management, and adding new street trees. In addition 2% of the total project budget has been dedicated to an investment in public art within the streetscape project.

Through extensive public engagement and a thorough understanding of the existing and future built environment, Designing Local selected eight ideal locations within the two mile stretch of streetscape. Each location was vetted by Columbus Department of Public Service and the design team to ensure future investment in those selected locations would be suitable for public art. The team held three public meetings, monthly walkabouts, and conducted extensive stakeholder interviews. Accepted by the Columbus Arts Commission and project partners in January of 2018, the Art on High Strategic Plan provided direction and a community-wide vision for how public art can be integrated into the corridor and how this initial investment will be used to catalyze investment in public art within the corridor in the future. Designing Local was hired to complete Phase 2 of Art on High which included management of a $420,000.00 call for artists. Mark Reigelman was selected and implementation of the artwork, *The Makers Monument*.

CLIENT
City of Columbus, Ohio

COMPLETED
2021

SERVICES
Public Art Planning
Public Art Implementation
Community Engagement

CLICK HERE TO SEE THE FINAL PLAN







ANAHEIM PUBLIC ART MASTER PLAN & IMPLEMENTATION

ANAHEIM, CALIFORNIA

While Anaheim is known worldwide for its high-profile tourist attractions, it is also home to unique neighborhoods with rich architecture, numerous beloved parks, and an impressive public art collection. Recognizing the value that public art adds to the city, in 2018, Anaheim City Council renewed its commitment to public art by establishing the Public Art Ordinance.

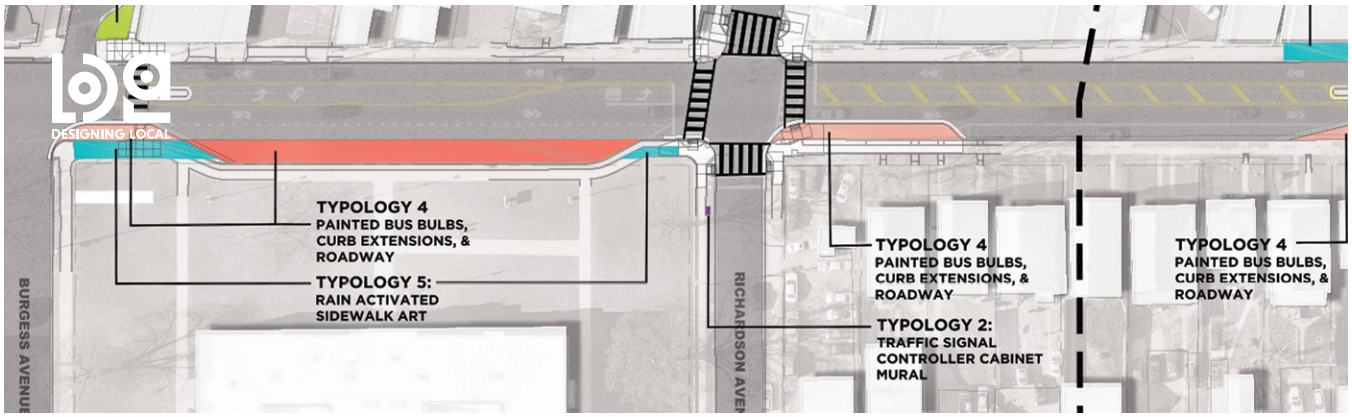
Despite the COVID-19 pandemic, this plan is a result of extensive public engagement. The consultant team, along with City leadership and staff, worked diligently to engage the public throughout an 18-month process (August 2020-December 2021) and provided ample opportunity for a broad cross-section of the community to participate in shaping the vision for public art in Anaheim. The team held over 40 virtual stakeholder engagement opportunities, including 18 individual interviews, 25 focus groups, and six identical community meetings in each of Anaheim's 6 Council Districts to listen and learn about the community's vision for public art. Participants included business owners, arts organizations, art educators, realtors, private developers, community groups, and engaged residents. Translation services were available on an as-needed basis. 2,149 people participated in a survey. In all, over 3,000 people were engaged. The Public Art Master Plan outlines how the City of Anaheim could fund, manage, and review public art projects in the future. The Anaheim Public Art Master Plan takes an overarching look at Anaheim's legacy of public art while setting a vision for the future and defining how public art will shape Anaheim for years to come.

CLIENT
City of Anaheim, California

COMPLETED
2020 + Ongoing Services

SERVICES
Public Art Planning
Public Art Consulting
Public Art Implementation
Community Engagement

CLICK HERE TO SEE THE FINAL PLAN







SULLIVANT BRIGHT PUBLIC ART, PARKLET & IMPLEMENTATION

COLUMBUS, OHIO

The Sullivant Avenue corridor in West Columbus had experienced severe disinvestment over several decades. The City of Columbus initiated a major streetscape improvement project for the corridor that included sidewalk repairs, new crosswalks and medians, and improved signalization. To complement this project and encourage direct involvement by local community members, the City of Columbus engaged Designing Local to plan and manage a program to incorporate public art and placemaking elements throughout the corridor.

Designing Local cataloged potential project sites to understand the proposed capital improvements. Following the initial phase, the team hosted a series of focus groups with community leaders that will culminate into one large public meeting. After the public meeting, the team selected artists for a variety of projects. Each project will be visually represented and presented to the Department of Public Service for approval. The team will also propose tactical urbanism parklets within this phase. The Department of Public Service approved the Public Art Plan and the team presented the Plan to the Columbus Art Commission.

In total, fourteen visual artists, five poets, a graphic designer, and a photographer were selected by the design team to participate in the installation. This group was composed with diversity and community representation in mind. Though the artists come from around central Ohio, many of them hail from the area and represent its cultural diversity.

CLIENT
Columbus Department of Public Service

DATE
2023

AWARDS
2021 ASLA Ohio Merit Award, Planning + Analysis

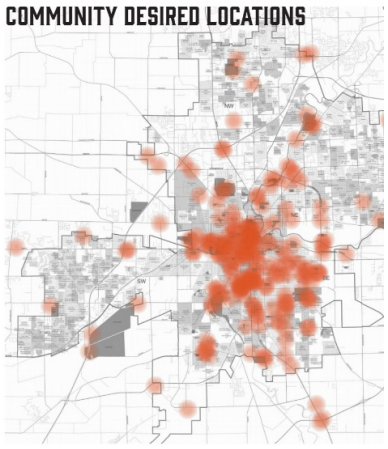
TEAM
Amanda Golden
Josh Lapp

SERVICES
Public Art Planning
Public Art Implementation
Community Engagement

CLICK HERE TO SEE THE FINAL PLAN







ART FOR ALL : FORT WAYNE PUBLIC ART MASTER PLAN

FORT WAYNE, INDIANA

The City of Fort Wayne, Indiana is experiencing a significant amount of revitalization throughout the City, resulting in a significant investment in planning efforts. Because of this, the City adopted an ordinance requiring any private development receiving TIF incentives to contribute 1% of the project fee to the City of Fort Wayne's Public Art Fund. In an effort to invest these dollars responsibly, the City set out to create a Public Art Master Plan. The plan is intended to direct spending to high priority projects both downtown and in neighborhoods, and to think critically about the needed infrastructure for creating a robust public art program.

Designing Local held over 100 stakeholder interviews to kick off the discovery phase and hosted a Public Art Pecha Kucha event to initiate the planning process. Six local artists and a nationally recognized curator spoke about the power of public art to a standing-room audience of 250 people. The team hosted a series of meetings titled, Public Art Popsicle Pop-Up on a Parklet, to co-create big ideas for public art in the community. The team also developed a custom built map program where participants selected where public art should go, where special stories happen, and where public art currently exists.

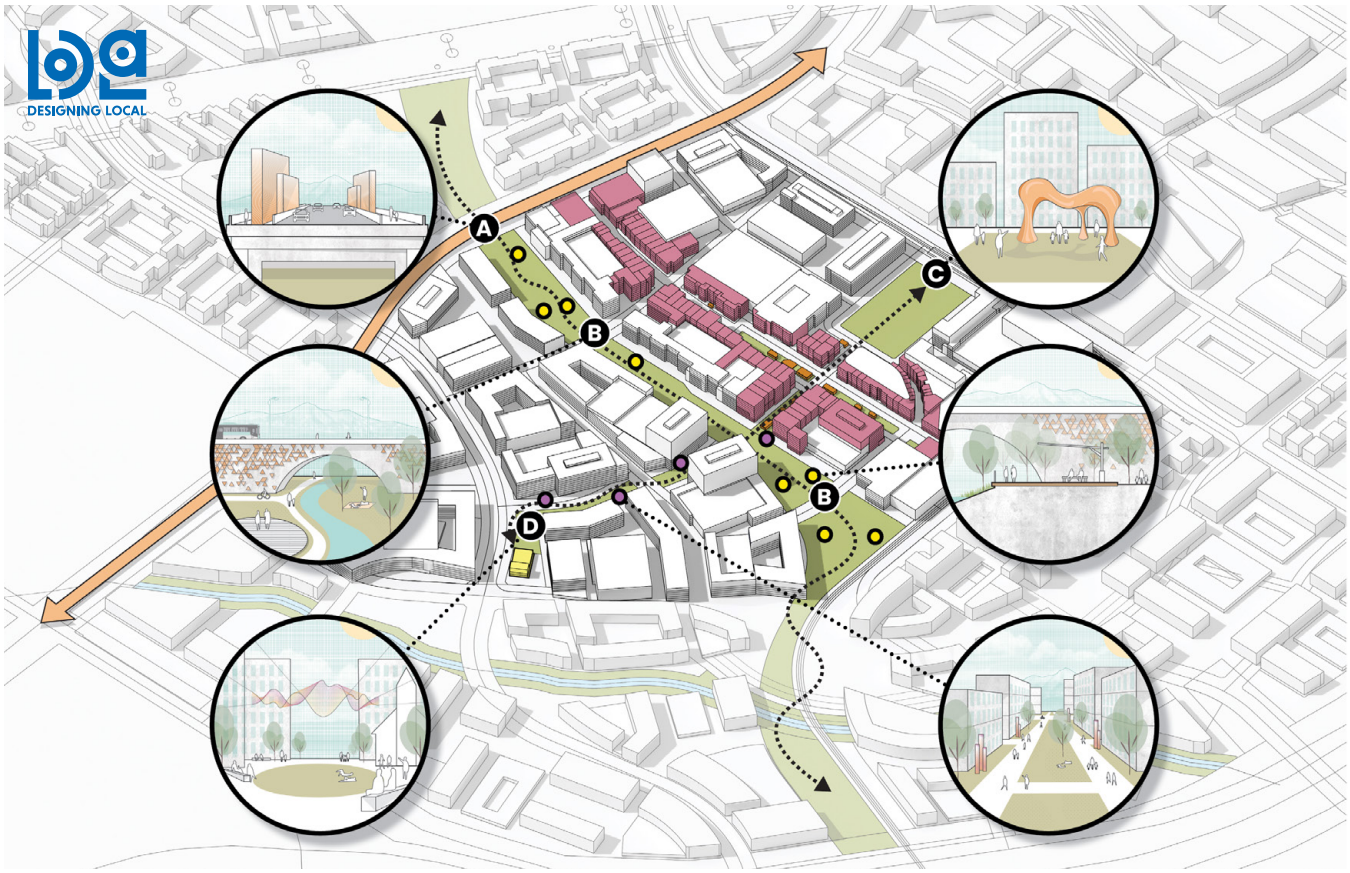
Through the development of sound policy and a framework for implementation, the Fort Wayne Public Art Master Plan offers the City an opportunity to inspire elected officials, private organizations, and residents to create public art strategies that are uniquely Fort Wayne.

CLIENT
City of Fort Wayne, Indiana

COMPLETED
2023

SERVICES
Public Art Planning
Public Art Consulting
Community Engagement

CLICK HERE TO SEE THE FINAL PLAN



THE POINT PUBLIC ART PLAN

SALT LAKE CITY, UTAH

The Point is widely recognized as one of the most important quality-of-life opportunities in Utah history. It consists of 600 acres of state-owned land that is being built into Utah's Innovation Community. The new community will foster innovation and technological advancement, provide parks and open space, support economic opportunity and enhance Utahns' quality of life.

After an extensive nationwide search and competitive selection process, the Point of the Mountain State Land Authority selected Designing Local as the lead consultant to develop the Public Art Plan for The Point. Designing Local's professional team is leveraging their broad national experience, alongside locally owned Union Creative, to create a world-class public art program that reflects Utah values and history.

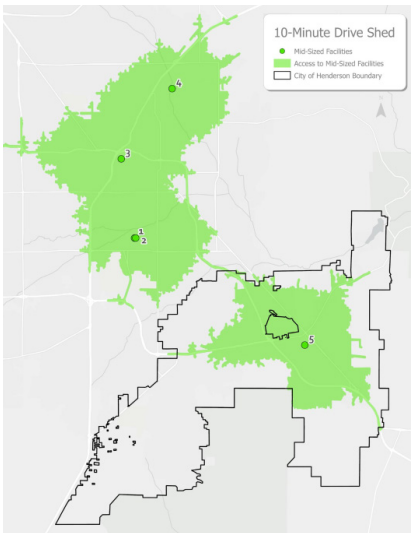
The Designing Local team integrated public feedback into a master public art plan that creates a vibrant community experience throughout the site. The plan includes policies and procedures for the curation, placement, and installation of public art at The Point guided by the feedback and requests of Utahns. The Public Art Plan will bring unique character to The Point, attract and inspire residents and visitors, and advance the goals outlined in the overall development plan for the community. The Public Art Plan is complete and is expected to be formally adopted in March 2025.

CLIENT
Mountain State Land Authority

COMPLETED
2025

SERVICES
Public Art Planning
Public Art Consulting
Community Engagement





EXISTING MID-SIZED VENUES

Number	Name	Address	Capacity	Ownership
1	Artemus W. Ham Concert Hall - UNLV	4505 S Maryland Pkwy, Las Vegas, NV 89154	1,832	Public
2	Judy Bayley Theatre - UNLV	4505 S Maryland Pkwy, Las Vegas, NV 89154	550	Public
3	Reynolds Hall Theater at The Smith Center	361 Symphony Park Avenue, Las Vegas, NV 89106	2,050	Public
4	Nicholas J. Horn Theatre - CSN	3200 E Cheyenne Ave, North Las Vegas, NV 89030	524	Public
5	Water Street Plaza & Amphitheater	240 S Water St, Henderson, NV 89015	400	Public

ARTS LAUNCH HENDERSON

CITY OF HENDERSON | HENDERSON, NEVADA

Henderson is a city with a longstanding upward trajectory and now is a unique moment to continue that forward movement with a large-scale focus on arts and culture. Over the previous decades the City of Henderson along with its partners have undertaken numerous arts and culture efforts. This plan builds off these previous informal efforts and seeks to formalize an arts and culture program in order to take the city to the next level of success in the arts.

The plan provides a blueprint by which Henderson can stake its claim as the foremost community for arts and culture in Southern Nevada. We begin by establishing a vision for arts and culture in Henderson and detailing the projects, programs, facilities, and partnerships that can be capitalized upon to advance strategic objectives. We then go in depth into the details of how to operationalize and fund ambitious new initiatives through a formal Arts & Culture Henderson program — as well as how this program would function. Finally, we dream big to explore potential projects that could launch Henderson with a detailed action plan.

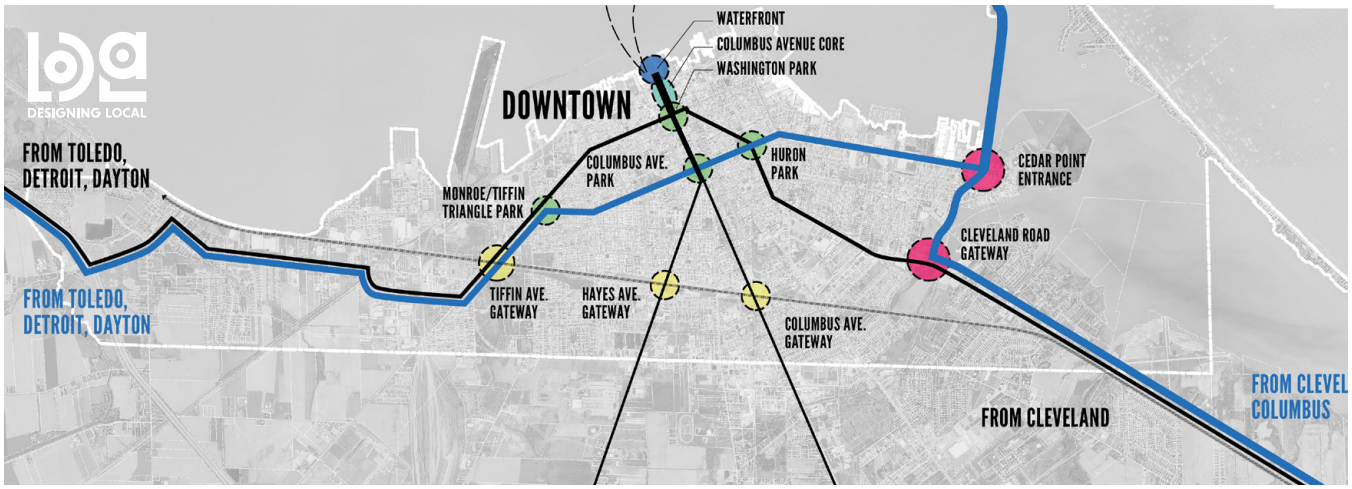
In addition to public engagement this plan is built upon intention. From the beginning the planning team and city staff determined that this plan should not only be visionary but should also be highly actionable. The plan would also need to be highly policy driven and one of the first outcomes of the planning process was the development of the Henderson Public Art Policy. The plan is also built upon the city's other planning efforts. Throughout the document you will see efforts derived from the Strategic Plan, the Parks and Recreation Master Plan and other planning efforts the city has undertaken.

CLIENT
City of Henderson, Nevada

COMPLETED
2023

SERVICES
Public Art Planning
Community Engagement

CLICK HERE TO SEE THE FINAL PLAN









SANDUSKY PUBLIC ART & PLACEMAKING PLAN

CITY OF SANDUSKY, OHIO

The City of Sandusky is one of Ohio's hidden gems that is seeing a significant amount of new investment and cutting-edge planning. With an opportunity to increase attachment to place and to draw new tourists, the City of Sandusky passed a public art ordinance in January of 2018 guaranteeing funding for public art through a 1% allocation of their general fund. In an effort to invest the newly earmarked public art dollars responsibly, the City set out to complete a Public Art and Placemaking Plan. The plan directs spending to high priority projects and creates the needed infrastructure for administering a robust public art program.

Designing Local organized extensive stakeholder engagement and a public art popsicle pop up to kickoff the planning process. Participants were asked their vision for public art in the City and were asked to think about potential transformational projects. The team hosted several additional meetings to co-create ideas for the City's first projects that will be a result of the planning process. In addition to developing placemaking strategies, the team trained the newly formed Public Art and Cultural commission on procurement process for public art, the policy for maintenance and collection management, and donations.

The Sandusky Public Art and Placemaking Plan offers the City an opportunity to inspire elected officials and to create public art strategies that are uniquely Sandusky. By creating a framework for public art well into the future, the city can both execute projects that were conceptualized as well respond to opportunities as they arise. With an efficient and effective process for public art, the City of Sandusky has the tools to ensure a successful program well into the future.

CLIENT
City of Sandusky, Ohio

COMPLETED
2018

SERVICES
Public Art Planning
Placemaking
Community Engagement

CLICK HERE TO SEE THE FINAL PLAN

WHY OUR TEAM?

We are creative, curious, and enthusiastic.

Designing Local team members are positive people who enjoy learning about new communities and what is important to the people who live in them. While we have ample subject matter expertise to guide our clients, we don't presume to know all the answers at project launch. Rather, we maintain curiosity about the communities we work within, and what interventions might be uniquely suited to them.

We work cross-functionally and nationwide.

At Designing Local, our planning process is informed by more than just traditional city planning methodologies. Our team's deep expertise in landscape architecture, historic preservation, and urban design allows us to think holistically about how public art can be — spiritually, contextually, and strategically — part of the form and character of a community. Further, we work in communities big and small throughout the United States, giving us a perspective on the distinct art and cultural landscapes that can be found here and the best practices that make them work.

We believe in the unparalleled power of art.

Designing Local is passionately committed to empowering communities and peoples through public art and cultural expression. Our nuanced, actionable plans offer strategies for communities to enhance their local arts ecosystem while advancing myriad other municipal goals, such that art and culture become firmly entrenched in all aspects of civic life. In this way, the full potential of art and culture to bring people together, heal past wounds, and bring forth new life can be realized.



PILLARS OF HOPE & JUSTICE

FORT WAYNE, INDIANA

As part of our ongoing work to help Fort Wayne implement their "Arts for All" Public Art Plan, Designing Local was engaged to facilitate the creation of a new public artwork in downtown. This process entailed holding a call for artists, working with a committee to select finalists, and coordinating a presentation of their concepts to the selection committee. Designing Local then worked with the city and the selected artist team, ReSITE, to coordinate the piece's final design documentation, fabrication, and installation.

Left & Right Images: Designed by Shane Albritton and Norman Lee, *Pillars of Hope and Justice* stands on the corner of Ewing and Main Streets celebrating Dr. King's visit to Fort Wayne and the words he spoke there on his way to Washington, D.C. for his "I Have a Dream" speech. The monument features the six pillars of nonviolent resistance, evoking both ancient architectural pillars and reeds of papyrus, bringing together ancient and contemporary.

CLICK HERE TO SEE THE ARTS FOR ALL PLAN



C

QUALIFICATIONS OF PROJECT TEAM

TEAM ORGANIZATION

The Client Group will consist of the City Boynton Beach designated project manager and City staff. This small group of critical people will be the primary entity that will provide support. A representative designated by the Client Group will directly coordinate with Designing Local for all logistical considerations.

Targeted **outreach series** to build relationships with arts professionals, arts communities, private companies, community representatives, interested parties, other cities, and governmental agencies, through meetings, public forums, panels, and other creative activities.



Series of **engagement** with a variety of stakeholders, including the Public Art Committee, to identify and scope opportunities, develop calls for artists, and manage the artist selection process.

Designing Local, LTD is a woman-owned business enterprise based in Columbus, Ohio, will lead this project. This contract will be managed by Anna Talarico who brings experience with public art consulting, curation, and management and has led numerous public art implementation planning projects throughout the country that include complex coordination with artists and fabricators.

JOSHUA LAPP, AICP

PRINCIPAL & CO-FOUNDER | DESIGNING LOCAL



PROJECT ROLES: CLIENT SERVICE MANAGER

Josh is a Principal and Co-Founder of Designing Local. He has twelve years of professional experience in urban planning on a variety of project types. Driven by the desire to create actionable plans with easy wins for clients and the community, Josh's favorite projects are those that have a complex issue at the center. His broad knowledge of planning related issues have provided clients with well-rounded, highly researched recommendations to move cultural initiatives forward. At Designing Local, Josh oversees historic preservation tax credits, national register nominations, and historic preservation plans. He has worked on dozens of arts and culture planning initiatives across the country, developed broad public engagement opportunities for Public Art Master Plans and Cultural Plans, and has managed over 20 state and federal historic tax credits in Ohio amounting to over $50 million in investment in historic buildings in Columbus alone.

RELEVANT EXPERIENCE

Riviera Beach Public Art Master Plan
Riviera Beach, Florida | Principal in Charge

Port St. Lucie Public Art Implementation Services
Port St. Lucie, Florida | Principal in Charge

Port St. Lucie Public Art Master Plan
Port St. Lucie, Florida | Principal in Charge

Ormond Beach Public Art Master Plan
Ormond Beach, Florida | Principal in Charge

Pinellas Park Public Art Master Plan
Pinellas Park, Florida | Project Manager

Mount Dora Public Art Master Plan
Mount Dora, Florida | Project Manager

Vacaville Arts & Culture Plan
Vacaville, California | Principal in Charge

Downtown Brockton Publicly Accessible Art Plan
Brockton, Massachusetts | Community Engagement

Corning Public Art Strategy
Corning, New York | Project Manager

Tempe Public Art Plan
Tempe, Arizona | Project Manager

Burleson Public Art Plan
Burleson, Texas | Principal in Charge

Watsonville Public Art Plan
Watsonville, California | Principal in Charge

LOCATION
Columbus, Ohio

EDUCATION
Bachelor of Science in City & Regional Planning, The Ohio State University

ACCREDITATIONS
Member, American Institute of Certified Planners

APPOINTMENTS
Commissioner, Near East Area Commission

Former Chair of Board, Transit Columbus Multi-Modal Advocacy Group

Former Commissioner, Create Columbus Commission

Former Commissioner, Italian Village Historic Review Commission

ROLE
Project Oversight
Communications
Quality Control

DESIGNING LOCAL

ANNA TALARICO

CURATOR & ARTS ADMINISTRATOR | DESIGNING LOCAL



PROJECT ROLE: PROJECT MANAGER & PRIMARY PROFESSIONAL
Anna brings to Designing Local a nimble skillset in public art implementation and project management; public art procurement; and contemporary art curation; and collection management best practices. As a well-rounded public art and museum professional, Anna has held roles as a museum and exhibitions project manager, independent art curator, and art history educator. Bridging multiple industries, her unique background has shaped her into an inclusive, visionary, and growth-minded leader, who is adept at working independently or collaboratively with stakeholders, internal and external partners, and community members. Her deep knowledge of the contemporary art world and experience with public art commissions has calibrated my ability to translate artists' vision into project deliverables. She thrives in roles in which she is responsible for client and third-party relationships; assessing risk; and general project operations.

RELEVANT EXPERIENCE

Riviera Beach Public Art Master Plan
Riviera Beach, Florida | Project Manager

Port St. Lucie Public Art Implementation Services
Port St. Lucie, Florida | Project Manager

Ormond Beach Public Art Master Plan
Ormond Beach, Florida | Project Manager

Savannah Public Art Master Plan
Savannah, Georgia | Project Manager

Anaheim Public Art Consulting & Implementation
Anaheim, California | Project Manager

Richmond International Airport Public Art Plan
Richmond, Virginia | Public Art Consultant

Smyrna Public Art Consultant
Smyrna, Georgia | Public Art Consultant

Anaheim Public Art Consultant
Anaheim, California | Public Art Consultant

Milpitas Public Art Plan
Milpitas, California | Project Manager

Acworth Public Art Plan
Acworth, Georgia | Project Manager

The Point Public Art Plan
Salt Lake City, Utah | Public Art Coordinator

Woodstock Public Art Plan
Woodstock, Georgia | Public Art Curator

LOCATION
Columbus, Ohio

EDUCATION
Master of Arts in Contemporary Art and Curatorial Practice, The Ohio State University

Bachelor of Arts in History of Art, Magna Cum Laude, The Ohio State University

Bachelor of Arts in French, Magna Cum Laude, The Ohio State University

PRIOR EXPERIENCE

Cleveland Museum of Art
Exhibitions Project Manager

FRONT International: Cleveland Triennial for Contemporary Art
Exhibitions Assistant

ROLE
Project Management
Public Art Planning
Research & Analysis
Public Art Implementation
Public Art Procurement
Contemporary Art Curation
Collection Management Best Practices

DESIGNING LOCAL

AMANDA GOLDEN

MANAGING PRINCIPAL & CO-FOUNDER | DESIGNING LOCAL



PROJECT ROLE: PUBLIC ART PROGRAM STRATEGIST

Amanda is the Managing Principal and Co-Founder of Designing Local. She is an urban planner, arts administrator, curator, creative placemaker, historic preservationist, and has worked in the public art and cultural planning field since 2014. Driven by the belief that public art should reflect the community it's placed in, Amanda's favorite projects are those that have many voices working together to define what both the public artwork, cultural assets, and the program look like. At Designing Local, Amanda oversees the creation of public art master plans for a variety of cities across the US, develops cultural and arts master plans, and works with private developers to integrate public art within their developments. She has worked on over 30 public art master plans in 15 different states, has managed complex public art commissions, and has worked on multiple NEA Our Town Grant projects. Designing Local has also put forward many unique cultural funding mechanisms that have been adopted as policy.

RELEVANT EXPERIENCE

Clearwater Cultural Arts Strategic Plan
Clearwater, Florida | Project Manager

Savannah Public Art Master Plan
Savannah, Georgia | Principal in Charge

Milpitas Public Art Plan
Milpitas, California | Principal in Charge

The Point Public Art Plan
Salt Lake City, Utah | Principal in Charge

Anaheim Public Art Master Plan & Implementation
Anaheim, California | Principal in Charge

Canton Public Art Master Plan
Canton, Georgia | Project Manager

Chamblee Arts Master Plan
Chamblee, Georgia | Project Manager

Downtown Douglasville Public Art Master Plan
Douglasville, Georgia | Project Manager

Hiawassee Public Art Strategy
Hiawassee, Georgia | Project Manager

Roswell Public Art Master Plan
Roswell, Georgia | Project Manager

Sandy Springs Public Art Strategic Plan
Sandy Springs, Georgia | Project Manager

Woodstock Public Art Plan
Woodstock, Georgia | Project Manager

LOCATION
Columbus, Ohio

EDUCATION
Master of City & Regional Planning, The Ohio State University

Bachelor of Science in City & Regional Planning, The Ohio State University

APPOINTMENTS
Central Ohio APA, Immediate Past Chair

State of Ohio APA, Former Board Member

Development Commissioner, City of Columbus, Ohio

ROLE
Public Art Consulting
Placemaking
Engagement Strategist

DESIGNING LOCAL

GABRIELLE SMITH

URBAN PLANNER | DESIGNING LOCAL



PROJECT ROLE: URBAN PLANNER

Gabrielle is a passionate urban planner dedicated to crafting vibrant communities that reflect the unique spirit of their residents and businesses. Believing that entertainment and creativity are essential to thriving neighborhoods, she designs spaces that enhance quality of life, economic prosperity, and overall well-being. With a Bachelor of Science in City and Regional Planning from The Ohio State University and minors in architecture, theater, and pop culture, Gabrielle brings a unique perspective to her work. Her ability to blend technical expertise with creative vision results in clear, compelling plans communicated through 3D models, GIS maps, and visually striking graphics.

RELEVANT EXPERIENCE

Riviera Beach Public Art Master Plan
Riviera Beach, Florida | Project Manager

Ormond Beach Public Art Master Plan
Ormond Beach, Florida | Project Manager

Acworth Public Art Plan
Acworth, Georgia | Urban Planner

Burleson Public Art Plan
Burleson, Texas | Urban Planner

Bainbridge Island Community Art Plan
Bainbridge Island, Washington | Urban Planner

Tempe Public Art Plan
Tempe, Arizona | Urban Planner

Temple Arts & Culture Plan
Temple, Texas | Urban Planner

Leander Arts & Culture Plan
Leander, Texas | Urban Planner

Loudoun County Comprehensive Arts Plan
Loudoun County, Virginia | Urban Planner

Louisville Arts & Culture Plan
Louisville, Kentucky | Urban Planner

LOCATION
Columbus, Ohio

EDUCATION
Bachelor of Science in City & Regional Planning, Minor in Architecture, Theatre and Pop Culture Studies, The Ohio State University

ROLE
Urban Planning & Design
Public Art Planning
GIS Mapping
Digital Design

DESIGNING LOCAL



D

CURRENT & PROJECTED WORKLOAD

AVAILABILITY & CAPACITY

Our team has worked with over 60 communities across the country to successfully manage and deliver similar projects through our use of virtual collaboration tools, regular project coordination meetings, and identifying the most impactful timing for on-site visits. Below is a list of current projects that illustrate our workload intensity and that we will be completing several projects in Q1 of 2025. Our team has the availability and capacity to devote the necessary time and resources to successfully complete the services and projects for this contract successfully.

	2025			
PROJECT COMPLETION	Q1	Q2	Q3	Q4
JOSH LAPP | CLIENT SERVICE MANAGER				
6 Public Art Master Plans				
7 Arts & Culture Plans				
3 Historic Preservation Projects				
1 Urban Planning & Design Plan				
ANNA TALARICO | PROJECT MANAGER & PRIMARY PROJECT PROFESSIONAL				
4 Public Art Master Plans				
4 Arts & Culture Plans				
4 Public Art Consulting Implementation Services				
AMANDA GOLDEN | PUBLIC ART PROGRAM STRATEGIST				
2 Public Art Master Plans				
8 Arts & Culture Plans				
1 Urban Planning & Design Plan				
GABRIELLE SMITH | URBAN PLANNER				
4 Public Art Master Plans				
7 Arts & Culture Plans				

WORKLOAD
HIGH — LOW

WORKING IN SOUTH FLORIDA

Designing Local is actively working in Florida to create public art plans for Ormond Beach and Riviera Beach. With a team of 15, we are able to reliably manage many projects at once and provide key contract staff based on their ability to perform services for the duration of a project.



RIVIERA BEACH ART IN PUBLIC PLACES PLAN

RIVIERA BEACH, FLORIDA

Anna Talarico and Urban Planner Gabrielle Smith recently took a trip to Riviera Beach, Florida to explore the city, pinpoint the best locations for art installations, and participate in a variety of community engagement sessions. One of these included setting up a booth in collaboration with the Riviera Beach Police Department for a fun-filled Trunk or Treat event at the Marina Event Center Promenade!



E

REFERENCES – PAST PERFORMANCE

CLIENT REFERENCES



ABOVE:
Lakeside Placemaking Visualization
Designing Local
Acworth Public Art Master Plan

MARYLOU STEPHENS
Arts, Culture, & Library Services Director
City of Peoria, Arizona
678.480.3801 | marylou.stephens@peoriaaz.gov
Project: Peoria Arts & Culture Plan
Time: 2021-2022

PATRICK HAMMER
Director of Parks & Recreation
Town of Erie, Colorado
303.926.2540 | phammer@erieco.gov
Project: Erie Public Art & Placemaking Plan
Time: 2022-2024

NICOLE MULLET
Executive Director, ArtsNow
330.203.1606 | nicole@artsnow.org
Project: Akron Cultural Plan
Time: 2019-2020

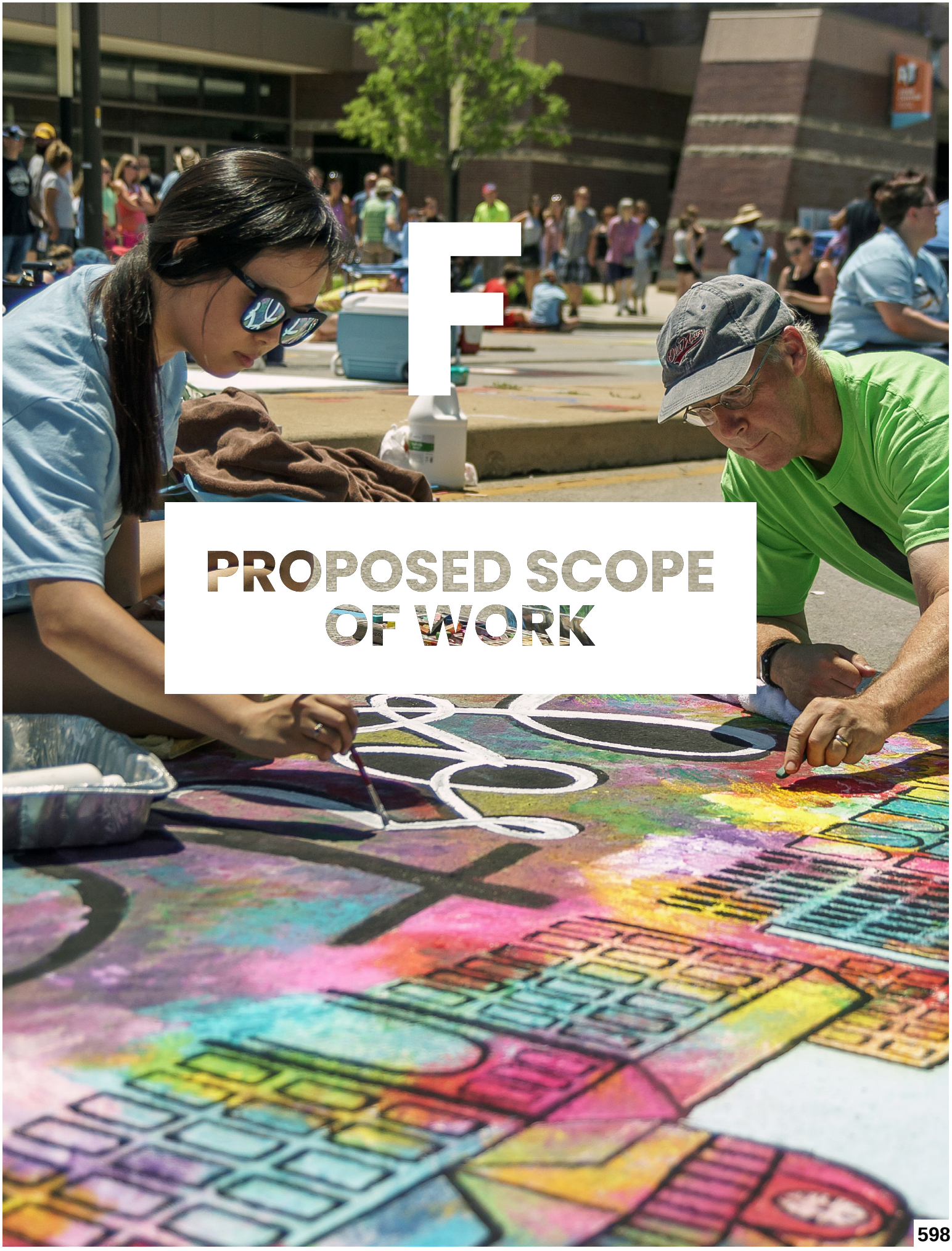
BETHANY GRUBBS
Planner III
City of Port St. Lucie, Florida
772.344.4362 | bgrubbs@cityofpsl.com
Project: Art in Public Places Master Plan
Time: 2019-Present

DON WILLIE
Director of Operations
The Point of the Mountain State Land Authority
dcwillie@utah.gov | 801.859.5094
Project: The Point Public Art Plan
Time: 2024-Present

'I wanted to express my sincere gratitude for your work on the Public Art Master Plan. Working with you both has been such a great experience. Thank you for taking the time to understand our community and for giving us a plan that reflects who we are. I hope that we will be able to continue working with you as we move forward!

Thank you again for your thoughtfulness, hard work and commitment. We can't wait to see the plan come to life!"

JEFF CHASE
Director of Downtown Development, Tourism & HPC
City of Acworth, Georgia
770.974.8813 | jchase@acworth-ga.gov
Project: Acworth Public Art Master Plan
Time: 2024 - 2025



F

PROPOSED SCOPE OF WORK

PROJECT APPROACH

The proposed scope for the City of Boynton Beach Public Art Master Plan is below. The scope should be refined with input from staff. Please note that references to "Client Group" mean the City of Boynton Beach-designated project manager and City staff, and the "Team" refers to personnel from Designing Local.

TASK 1: KICK-OFF

1.01: Discover Boynton Beach. The Team will meet with the staff for an intense orientation. This is anticipated to be a day long session and include a tour of the City, highlighting any existing art, cultural, and historic destinations throughout the City. A member of the Client Group will be expected to lead this tour. A meeting with the Client Group will also be scheduled to review the plan context, mission, goals, meeting schedule, public meeting schedule, and expected deliverables. The Team is expected to participate throughout the process in engaging, soliciting, and managing feedback that help achieve the project goals and outcomes.

1.02: Design a comprehensive project plan and detailed schedule of the overall timeline for the creation of the Public Art Master Plan. This will address the role and responsibility of the Client Group and Team members with specific milestones to reach within the scope of the project including, but not limited to: timing of any project management meetings, stakeholder meetings, public meetings, and project presentations and reports. This will be refined and monitored by both the Client Group and the Team project manager.

1.03: Inventory and map county arts assets. Determine what current public art assets, destinations, and attributes are revered and valued in Boynton Beach. The Team will inventory and map existing county public art and evaluate gaps and opportunities for public art.

1.04: Design a project website. The Team will create a project website that will allow the public to be engaged and informed throughout the planning process. The website will include information on planned events, images from public engagement events, and any other relevant information to the planning process.

Task 1 Deliverables

- Project work plan and overall timeline of the project;
- Stakeholder List with contact information;
- Project website.

TASK 2: DATA COLLECTION & BACKGROUND REVIEW

2.01: Perform an assessment of the City's assets and opportunities for public art, including potential locations. Review and becoming familiar with existing policies, documents and local codes, as well as planned future developments. The Team will work with the Client Group to determine what current cultural destinations and attributes are revered and valued. Understanding the existing supply of arts and cultural facilities and programs in Boynton Beach will be key to identifying future opportunities for arts and culture in the community. The Team will be familiar with the following:

- Relevant previously prepared plans for the city, including the city's mobility plan improvements, beautification initiatives, and comprehensive plan, existing city policies, permits and ordinances, other city plans currently being developed, and strategic plans of existing Boynton Beach arts and cultural organizations;
- Geographic distribution of cultural attributes and assets;
- Boynton Beach history;
- All Art and Culture work in Boynton Beach in the last 5 years;
- National assessment of conditions and trends in Art and Culture Planning, paying special attention to municipalities of similar size and character both locally and nationally as benchmark counties.

2.02: Determine existing attitudes and perceptions, opportunities and challenges to creating the Public Art Master Plan. Meet with key stakeholders to listen and learn about the City. Stakeholder meetings may take place in one-on-one or focus group sessions and may include the Boynton Beach City Council, community members, and other leaders of non-government entities. During this series of meetings, the Team will determine an internal vision and will discuss the plan for fulfilling the vision. The stakeholder list will be provided by the Client Group.

PROJECT APPROACH, CONTINUED

Task 2 Deliverables

- Summary of the City's arts and cultural assets and opportunities;
- Site identification criteria and/or recommendations for art placement.

TASK 3: COMMUNITY ENGAGEMENT

3.01: Conduct outreach meetings and workshops. Work with the Client Group to design and facilitate a series of public workshops. These events will be highly interactive to uncover regional and site-specific narratives to craft a narrative about Boynton Beach and the values of the community. Two (2) public workshops will be facilitated, one to kick-off the project and the second to solicit the community's big ideas for the future.

- **Create.** The Team will work with the Client Group to design the specific details for each workshop, including specific engagement activities, necessary background research, and essential products. In addition to the engagement workshops, the team will develop a survey for the community to participate in. The survey will be distributed online through social media channels, the City's website, and will be available in hard copy in City offices.
- **Market.** The Team will assist with promoting the workshops, including developing the design of all marketing materials. The Team will utilize the arts community, neighborhood organizations, and the City to promote the workshops within their networks.
- **Facilitate.** The Team will lead and facilitate an informative and engaging program.
- **Report.** The Team will prepare a detailed report that interprets the data and identifies key values, priorities, vision and goals. All findings will be presented based on community feedback and support and will be evaluated through a national best practice lens to key stakeholders and City Council.

Task 3 Deliverables

- Community workshop series and materials, including surveys;
- Raw data from all collector methods;
- Community engagement results report.

TASK 4: STRATEGIC PLANNING

4.01: Articulation of a common vision for Boynton Beach. Based on the public workshops and stakeholder meetings, the team will extract the story Boynton Beach wants to tell to the outside world through its Public Art Master Plan. The Plan will contain goals and action steps that are achievable within the next 5 to 10 years. Each recommendation will be examined for connection to other planning projects throughout the City. It is understood that the objectives of the plan may be subject to change during the planning process. The Plan will cover the following topics and are not listed in a particular order:

- Establish a vision, values, and goals for the Public Art Master Plan;
- Provide recommendations for site placement of permanent and temporary public art. This includes reviewing and becoming familiar with existing policies, local codes and planned future developments;
- Identify clear goals and action strategies that include both short-term and long-term priorities, estimated budget and costs, and clear implementation dates;
- Outreach to and engagement of the Boynton Beach community, including a diverse range of stakeholders;
- Provide a thorough inventory and assessment of the City's cultural assets and opportunities;
- Recommended public art typologies, guidelines, policies, and processes;
- Recommended policies and programs related to the implementation of the mission, vision, and goals for the Public Arts Master Plan, including temporary and permanent physical art grants, cultural art grants, and other programs;
- Establish standards for maintenance, upkeep and replacement;
- Identification of potential funding models for public art.

PROJECT APPROACH, CONTINUED

4.02: Mapping Overlays. Identify primary sites and opportunities for new public art installations based on the themes from previous tasks. Create a map of future sites of high priority as defined by the community and careful review of planned improvements to public places. This would recommend geographic priorities for gateways, corridors, development sites, open space/parks and Community Centers/City Centers with site criteria and framework for temporary versus permanent, iconic/gateway art placement, and participatory art. Identification of themes and values on which the community should focus its public art resources, including the prioritization of each opportunity.

4.03: Implementation Strategy. Collect, review, and analyze all data and information collected from community engagement activities. After synthesizing research findings and outcomes of public engagement efforts, create Public Art Master Plan Guidelines incorporating all formulated policies, programs, sequencing approaches, frameworks for collaborating with artists, pertinent case studies, and maintenance regimens as necessary for the successful execution of integrating public art into the city's overarching existing comprehensive plan.

Task 4 Deliverables

- Public Art Master Plan Guidelines:
- Mapping overlays;
- Implementation Plan summary.

4.04: Develop a strategy to gain community consensus for the Public Art Master Plan. The Team will work to determine the tools and information needed to create the basis for community-wide consensus building.

4.05: Present outline and graphic elements of the plan. The Team will present the structure and components of the Public Art Master Plan, including design concepts and format to the Client Group. A list of proposed education and PR materials for public consumption will be included.

4.06: Present draft master plan to City Commission and community. The Team will provide the community stakeholders, City Commisison, the general public with recommendations and will solicit final comments to gauge the level of support and feedback for any plan changes t a City Commission session or meeting. The Team will also educate the Client Group, City staff, local arts and cultural organizations, and project stakeholders about the process of implementing recommendations in the respected departments and with respective partners.

Task 4 Deliverables

- Draft Public Art Master Plan elements with overall look and design of the final plan document;
- Presentation of initial recommendations to community stakeholders and the Client Group;
- Community outreach strategy and execution for plan adoption;
- Raw data from all collector methods.

TASK 5: FINAL PUBLIC ART MASTER PLAN

5.01: Creation of the final plan. The Team will finalize the plan based on feedback from the community stakeholders, staff, and elected officials.

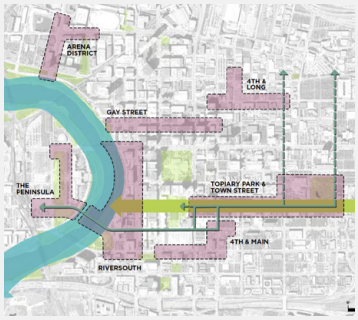
5.02: Outreach Materials. The Team will develop education and PR materials that will communicate the process and outcomes of the Plan for consumption.

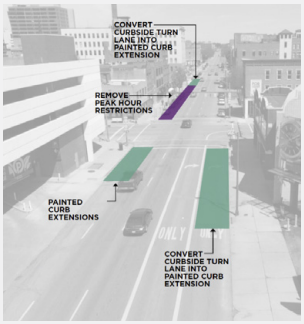
5.03: Presentation to the City Commission and community. The Team will present the final draft of the plan at a City Commission session or meeting.

Task 5 Deliverables

- Presentation of initial recommendations to community stakeholders and the Client Group;
- Draft and final plan including presentation slides;
- Outreach materials.

WE CREATE AN ACTIONABLE, DEFINED PATH FORWARD.





WHAT

A node focused implementation strategy would feature a series of concentrated safety, traffic calming, and placemaking enhancements in a specific area.

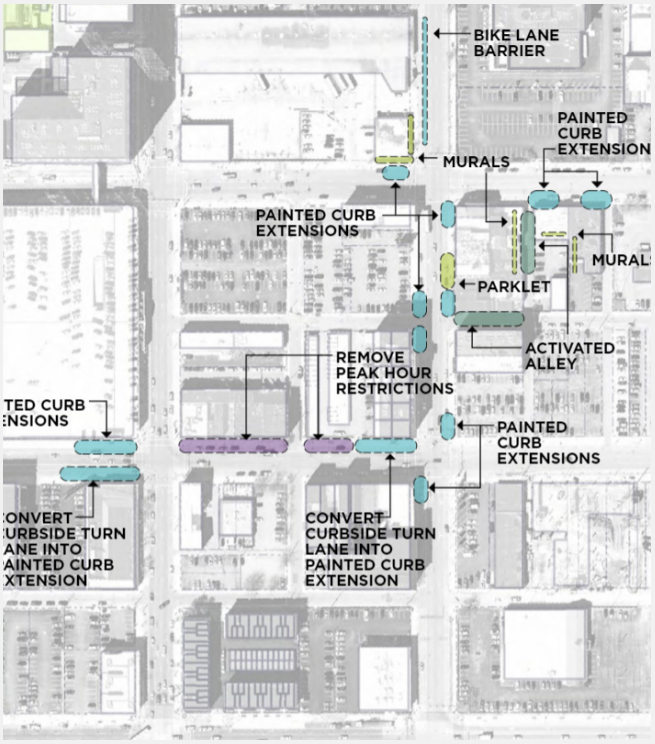
BENEFITS

- Strong visual impact & visibility
- Showcases & tests a variety of tactical enhancements

DOWNSIDES

- Impact limited to a single area

SAMPLE PROJECT LIST (4TH & MAIN FOR DEMONSTRATION PURPOSES)			
Enhancement	**Purpose**	**Positive Impact**	**Potential Cost**
Southern Theater Mid-Block Crosswalk	Safety	Medium	$2,500
Main St Turn Lane Conversion	Traffic Calming	High	$3,000
Main St Meter Restriction Removal	Traffic Calming	Medium	$0
4th St Painted Curb Extensions	Safety	Low	$10,000
Rich St Painted Curb Extensions	Safety	Medium	$3,000
4th Street Parklet	Placemaking	High	$20,000
Cherry Alley Activation	Placemaking	High	$15,000
Zettler Street Alley Activation	Placemaking	Low	$7,000
Zettler Street Murals	Placemaking	Medium	$20,000
Former Greyhound Station Murals	Placemaking	High	$15,000
4th Street Bike Lane Enhancements	Safety	Medium	$2,000



ASSUMPTIONS

Please note that references to “Staff” mean the City-designated project manager and personnel and the “Team” means Designing Local team members.

ASSUMPTIONS OF STAFF

- This approach will be converted to a detailed scope of work finalized in collaboration with the Staff that will address coordination among City of Boynton Beach staff.
- Staff will assist in obtaining any documents and data.
- Staff will act as a liaison with the appropriate legislative bodies.
- Staff will coordinate document review and supply edits or approvals in a timely manner.
- Staff will assist with securing locations for meetings, events, and workshops.
- Staff will assist in marketing public workshops to the public through community channels and other local opportunities.

ASSUMPTIONS OF TEAM

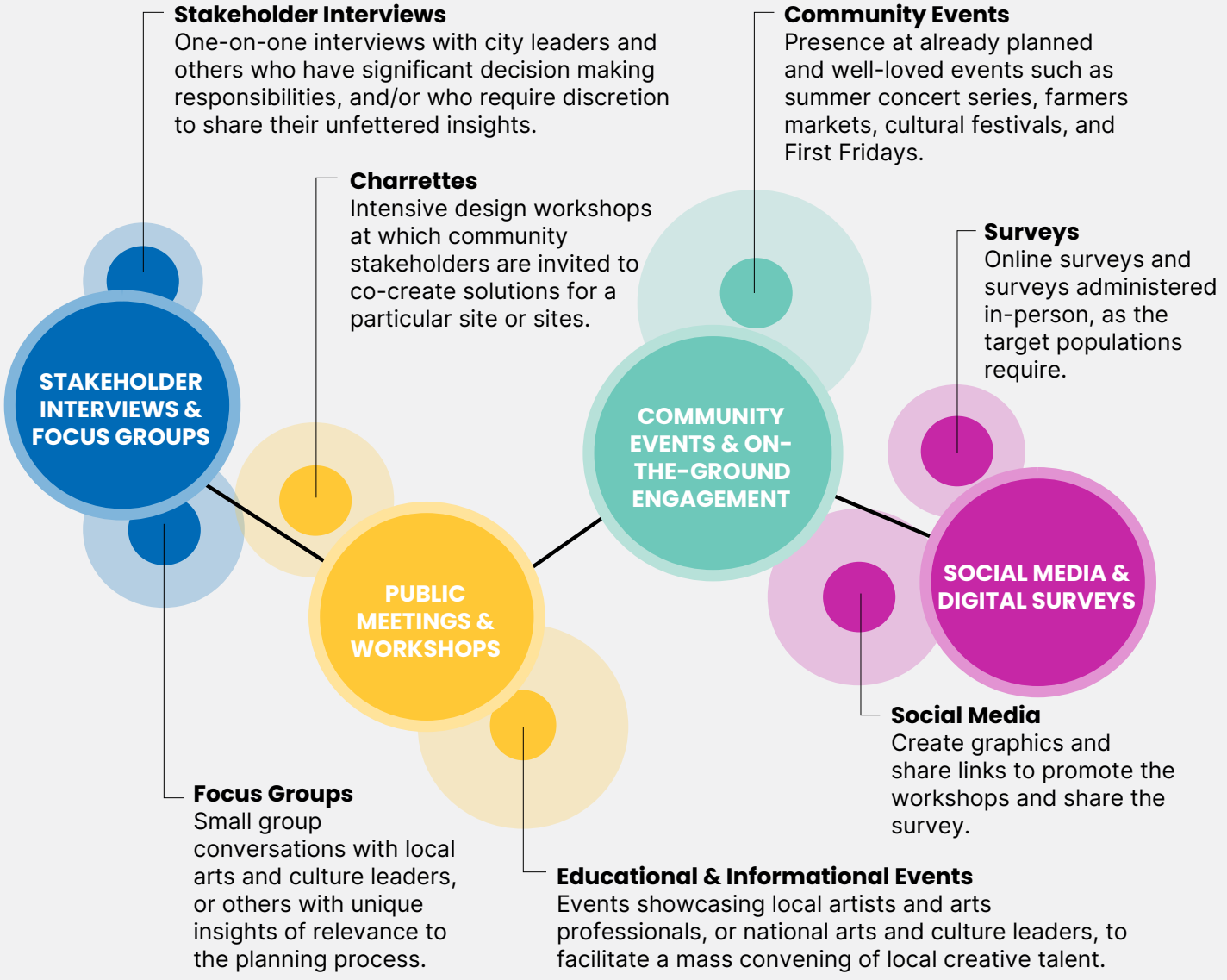
- The Team will be prepared to have work sessions and project updates at minimum, bi-weekly with Staff.
- The Team will attend all meetings as needed and required and will prepare meeting summaries for Staff, including a monthly progress report as requested.
- The Team will prepare presentation materials in suitable formats for all public meetings.
- The Team will take the lead on facilitating all public meetings.
- The Team will respond in a timely manner to any and all questions from the public and Staff.
- The Team will serve as a liaison between the City, Departments, and community stakeholders.
- The Team will brief City leadership on plan recommendations, as requested.
- The Team will provide all tools for data collection including but not limited to questionnaires, surveys, etc.

COMMUNITY ENGAGEMENT STRATEGIES & TECHNIQUES

We develop tailored strategies to effectively reach and engage hard-to-reach populations to inform, guide, and communicate the Plan.

Designing Local understands that our team is not always representative of the communities we work in, and as such, we are clear that we don't know what we don't know about the expertise and lived experiences of the community members that we are engaging with. Our strength is in knowing the conversations we are qualified to lead (for example, those about historic preservation) and those we have a moral imperative to outsource to folks who are "credible storytellers" within the groups we seek to engage. We frequently hire and compensate local people to lead aspects of our projects that are outside our areas of expertise, and step aside to allow them to engage as they see fit. It is for this reason that we do not have a prescribed methodology to impose upon the communities in which we work — our project plans intentionally leave space for community collaboration and its (often-surprising) outcomes.

We have a wide variety of creative public engagement practices that are often customized for the places we work. For this project we would work with you to determine the appropriate number and type of community engagement events and activities. Below are some featured techniques that we may use and have found successful on urban design projects. In our project timeline and cost proposal we have provided a more detailed timing for public engagement for the Public Art Master Plan project.

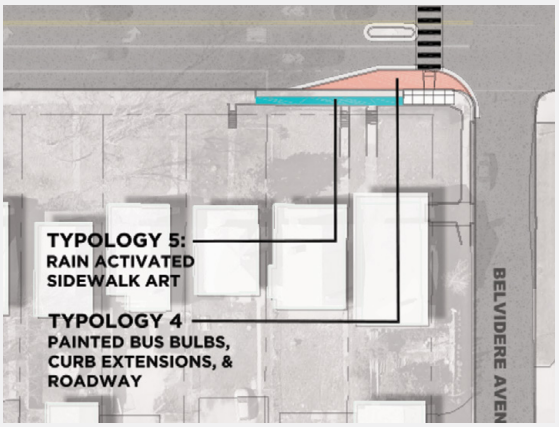


COMMUNITY ENGAGEMENT EXAMPLES









SULLIVANT BRIGHT PUBLIC ART & PARKLET

CLICK HERE TO SEE THE FINAL PLAN

This project represents an innovative approach to a major urban roadway improvement project. The project includes the use of temporary installations to demonstrate the value of permanent future infrastructure elements. Designing Local identified locations for street murals where permanent bulb-outs will be built for pedestrian safety and traffic control purposes. The creative community was mobilized to create the temporary installations. Elementary students also participated by painting the school's sidewalks with poetry and graphics. This was one of the most rewarding elements because it demonstrated that citizen participation and creative engagement can result in community pride and a positive outlook. A key part of the project was engaging the community, elected leadership, and the news media. The Mayor participated in the project by installing sidewalk art, attending the unveiling of the new permanent mural under the interstate, and providing remarks along with several of the artists.



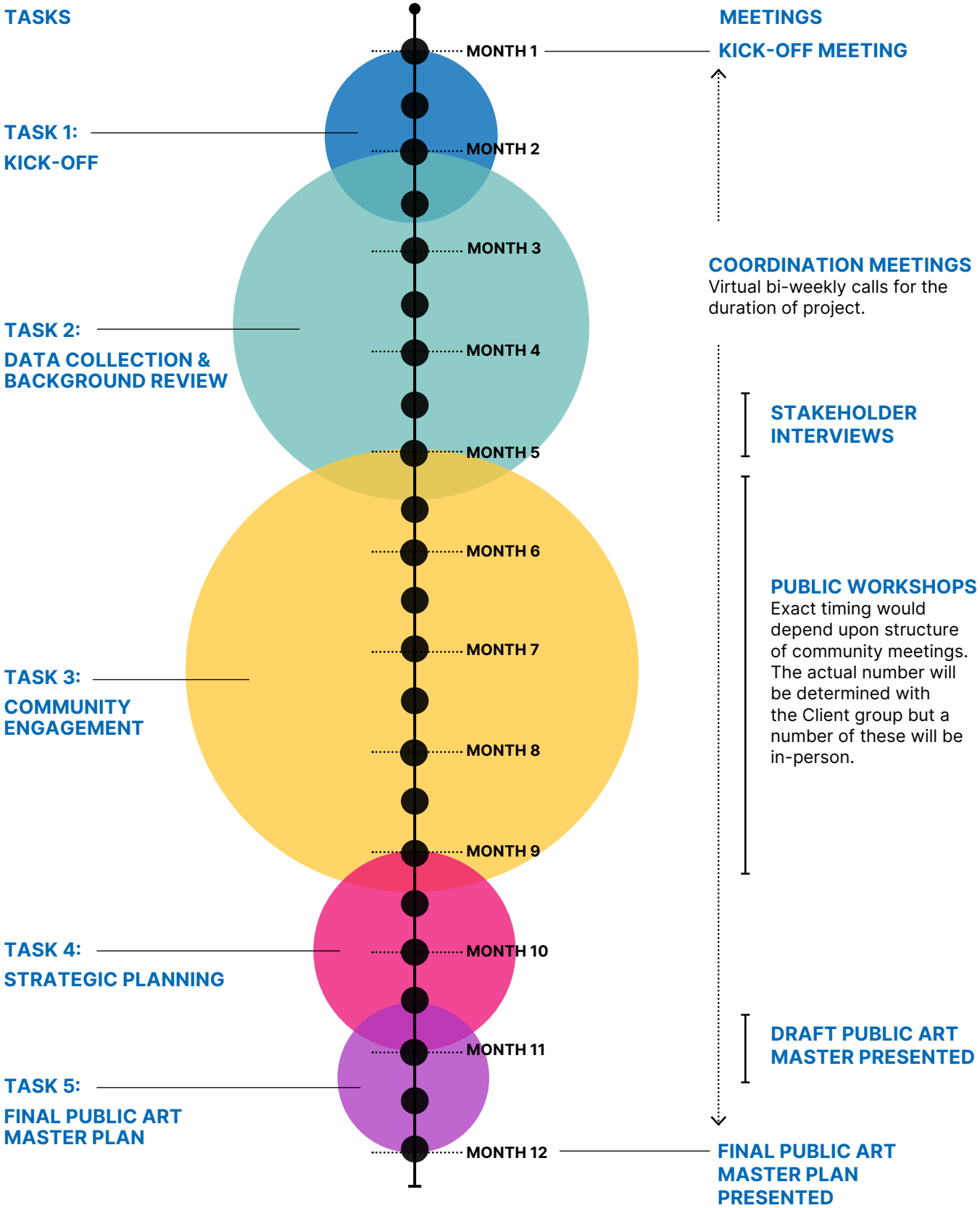


BROCKTON DOWNTOWN PUBLICLY ACCESSIBLE ART POLICY & PLAN

Designing Local is currently finalizing the Downtown Publicly Accessible Art Policy & Plan for Brockton, Massachusetts, which will advance public art in New England's first Black-majority city (and one home to a large number foreign-born residents as well). We have approached this project as a way to help make Brockton's built environment better reflect its growing, changing population. This project included other unique and custom community engagement strategies, including an artist-led community ArtSpeak & Sip educational event and a fun temporary art trail, the Legends of Brockton, that celebrated and promoted the cultural history of Brockton.

PROPOSED PROJECT SCHEDULE

Designing Local anticipates that this project will require approximately twelve (12) months to complete. This will include at least two (2) on-site visits and bi-weekly Client Group meetings. The process shown below is preliminary and we anticipate refinement of the schedule with input from the Client Group.



November 10, 2021

FLORIDA DEPARTMENT OF STATE
Division of Corporations

DESIGNING LOCAL LLC
87 N 20TH ST
COLUMBUS, OH 43203

Qualification documents for DESIGNING LOCAL LTD doing business in Florida as DESIGNING LOCAL LLC were filed on November 9, 2021, and assigned document number M21000014990. Please refer to this number whenever corresponding with this office.

Your limited liability company is authorized to transact business in Florida as of the file date.

This document was electronically received and filed under FAX audit number H21000410266.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. If the annual report is not filed by May 1st, a $400 late fee will be added.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

https://sa.www4.irs.gov/modiein/individual/index.jsp.

Please notify this office if the limited liability company address changes.

Should you have any questions regarding this matter, please contact this office at the address given below.

Suzanne Hawkes
Regulatory II
Foreign Registration
Division of Corporations Letter Number: 021A00027439



Detail by Entity Name

Foreign Limited Liability Company
DESIGNING LOCAL LLC

Cross Reference Name

DESIGNING LOCAL LTD

Filing Information

Document Number	M21000014990
FEI/EIN Number	46-5172793
Date Filed	11/09/2021
State	OH
Status	ACTIVE

Principal Address

20 E. Broad Street
1010
Columbus, OH 43215

Changed: 02/02/2024

Mailing Address

20 E. Broad Street
1010
Columbus, OH 43215

Changed: 02/02/2024

Registered Agent Name & Address

Registered Agents Inc
7901 4th St N
STE 300
St. Petersburg, FL 33702

Name Changed: 02/07/2023

Address Changed: 02/02/2024

Authorized Person(s) Detail

Name & Address

Title Authorized Member

Lapp, Joshua
87 N 20TH ST
Columbus, OH 43203

Annual Reports

Report Year	Filed Date
2022	02/23/2022
2023	02/07/2023
2024	02/02/2024

Document Images

02/02/2024 -- ANNUAL REPORT	View image in PDF format
02/07/2023 -- ANNUAL REPORT	View image in PDF format
02/23/2022 -- ANNUAL REPORT	View image in PDF format
11/09/2021 -- Foreign Limited	View image in PDF format

Florida Department of State, Division of Corporations

M21000014990

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

(((H21000410266 3)))



H21000410266 3ABCW

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To:
Division of Corporations
Fax Number : (850)617-6383

From:
Account Name : REGISTERED AGENTS INC.
Account Number : I20090000081
Phone : (307)200-2803
Fax Number : (855)330-1010

2021 NOV -9 PM 2:29
FILED

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: _____

2021 NOV -9 AM 10:10

Foreign Limited Liability Company
DESIGNING LOCAL LTD

Certificate of Status	0
Certified Copy	0
Page Count	04
Estimated Charge	$125.00

S. HAWKES
NOV - 2021

609

Electronic Filing Menu Corporate Filing Menu Help

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. DESIGNING LOCAL LTD
(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

Designing Local LLC
(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "L.L.C." or "LLC.")

2. Ohio
(Jurisdiction under the law of which foreign limited liability company is organized)

3. 465172793
(FEI number, if applicable)

4. _____
(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0905, F.S. to determine penalty liability)

5. 1223 E Main Street
(Street Address of Principal Office)

311

Columbus OH 43205

6. 87 N 20TH ST
(Mailing Address)

Columbus OH 43203

2017 JUN -9 PM 2:29
SECRETARY OF STATE
TALLAHASSEE, FL
FILED

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Registered Agents Inc.

Office Address: 7901 4th St N STE 300

St. Petersburg, Florida 33702
(City) (Zip code)

Registered agent's acceptance:
Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Bill Hamm
(Registered agent's signature)

8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage [up to six (6) total]:

Title or Capacity:	Name and Address:	Title or Capacity:	Name and Address:
☐ Manager	Name: Joshua Lapp	☐ Manager	Name:
☒ Member	Address: 87 N 20TH ST	☐ Member	Address:
☐ Authorized	Columbus OH 43203	☐ Authorized	
Person		Person	
☐ Other	☐ Other	☐ Other	☐ Other
☐ Manager	Name: Matthew Leasure	☐ Manager	Name:
☒ Member	Address: 188 E Kossuth St	☐ Member	Address:
☐ Authorized	Columbus OH 43206	☐ Authorized	
Person		Person	
☐ Other	☐ Other	☐ Other	☐ Other
☐ Manager	Name: Amanda Golden	☐ Manager	Name:
☒ Member	Address: 87 N 20TH ST	☐ Member	Address:
☐ Authorized	Columbus OH 43203	☐ Authorized	
Person		Person	
☐ Other	☐ Other	☐ Other	☐ Other

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

Riley Park

Signature of an authorized person

Riley Park

Typed or printed name of signee

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.)

Designing Local Ltd.

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) . . . . S

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)

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 . . . . . ☐

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.)

5 Address (number, street, and apt. or suite no.). See instructions.

20 E. Broad St.

6 City, state, and ZIP code

Columbus, OH 43215

Requester's name and address (optional)

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

4	6	–	5	1	7	2	7	9	3

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** Amanda Holden **Date** July 15, 2024

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

Ohio | Department of Development

Mike DeWine, Governor
Jon Husted, Lt. Governor

Lydia L. Mihalik, Director

Women Business Enterprise
Certification Letter

March 14, 2023

Amanda Golden, Managing Principal
Designing Local LTD
87 N 20th Street
Columbus, OH 43203

CERTIFICATION NUMBER: WBE - 202302-2632
Effective Dates: March 14, 2023-March 14, 2025

Dear Amanda Golden, Managing Principal:

The Ohio Department of Development (Development) has reviewed your application to obtain certification as a Women Business Enterprise (WBE) in Ohio. Having satisfied the requirements set forth in Section 123:2-14 of the Ohio Administrative Code (OAC) as required, we are pleased to inform you that Designing Local LTD is hereby certified by as a WBE.

This certification letter shall serve as the State's official certification to this effect.

As a certified WBE, Designing Local LTD must inform Development in writing (letter or email) within 30 days of any occurrence of material change(s). A material change is defined as any change in circumstances affecting the business or the at least 51 percent eligible owner(s), including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to Development of any changes to the company's name, business address, email address, telephone numbers, principal products/service, or other basic contact and commercial activity information. For additional information, please refer to OAC 123:2-14-01, 123:2-14-02, and 123:2-07. Failure to notify Development of any material change is cause for revocation of Designing Local LTD's WBE certification.

Re-certification may be done up to one month prior to the expiration date of this certification. At that time, Designing Local LTD must submit a completed Re-certification Application for Development's review relative to Designing Local LTD's eligibility for continued participation in the WBE program.

If you need any assistance or have questions about the WBE program, please contact Development's Minority Business Certification and Compliance Unit at 614-466-5700.

Congratulations on your certification as a WBE and thank you for choosing to do business in Ohio.

Sincerely,

Monica L. Womack
Chief, Minority Business Development Division

UNIFIED CERTIFICATION PROGRAM
OhioUCP.org

Ohio Department of Transportation
1980 West Broad Street, MS 3270
Columbus, Ohio 43223
(614) 466-2878
dot.sdbe@dot.ohio.gov

November 1, 2024

Joshua Lapp
Designing Local, LLC DBA Designing Local, Ltd.
20 E Broad Street
Columbus, OH 43215

Dear Mr. Lapp:

Having reviewed your Annual Declaration of Eligibility, we are pleased to inform you that Designing Local, LLC DBA Designing Local, Ltd. is eligible to remain certified as a Disadvantaged Business Enterprise (DBE) in Ohio, effective November 1, 2024. Designing Local, LLC DBA Designing Local, Ltd. is currently certified in the following NAICS codes and descriptors*:

NAICS Codes:
NAICS 541320: LANDSCAPE ARCHITECTURAL SERVICES
NAICS 541430: GRAPHIC DESIGN SERVICES

Descriptors:
OHDOT 541320: BICYCLE FACILITIES AND ENHANCEMENT DESIGN
OHDOT 541320: CITY/LAND USE/TOWN/URBAN PLANNING

*For certain types of work, in addition to applying the appropriate NAICS code, the Ohio UCP applies a descriptor from its own classification scheme. The Ohio UCP's descriptors table is available at www.ohioucp.org (click the 'Ohio UCP Descriptors' link).

Disadvantaged Business Enterprise (DBE) certification allows Designing Local, LLC DBA Designing Local, Ltd. to participate as a Disadvantaged Business Enterprise (DBE) on federally assisted transportation-related projects and/or contracts. All Ohio's Federal Highway Administration, Federal Transit Administration, and Federal Aviation Administration recipients and subrecipients will accept this DBE certification. Designing Local, LLC DBA Designing Local, Ltd. is subject to the requirements of the DBE regulations (49 CFR Part 23 and Part 26, as amended) and all laws of the State of Ohio applicable to the transaction of business. A Disadvantaged Business Enterprise (DBE) certificate for Designing Local, LLC DBA Designing Local, Ltd. may be viewed or printed from the Ohio Unified Certification Management System at https://ohiodot.dbesystem.com/ Log in to the system with your credentials and use the left navigation menu to select View >> My Certifications.

Designing Local, LLC DBA Designing Local, Ltd. is required to inform ODOT in writing of any change in circumstances affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of the DBE regulations or any material change in the information provided in the firm's application form. The notice must take the form of a sworn affidavit or an unsworn declaration executed under penalty of perjury of the laws of the United States. The written notification, along with supporting documentation describing in detail the nature of the change(s), must be submitted within 30 days of the occurrence of the change(s). Failure to provide timely notification will result in ODOT's action to decertify Designing Local, LLC DBA Designing Local, Ltd. as a Disadvantaged Business Enterprise (DBE) in Ohio. To submit a Declaration of Change, go to https://ohiodot.dbesystem.com/, log-in with your credentials and click on **Renew / Apply for Certification** on the top right hand corner of the system dashboard.

As a Disadvantaged Business Enterprise (DBE), Designing Local, LLC DBA Designing Local, Ltd. is also required to submit an Annual Declaration of Eligibility attesting there have been no changes in circumstances affecting its ability to meet the size, disadvantaged status, ownership, or control requirements of the DBE regulations or any material changes in the information provided in its application form (except for the changes about which it has already notified ODOT, if any) along with its current Federal business tax return (and those of its affiliates, if any) each year on its anniversary date. Designing Local, LLC DBA Designing Local, Ltd.'s next Annual Declaration of Eligibility is due on **August 10, 2025**. To submit an Annual Declaration of Eligibility, go to https://ohiodot.dbesystem.com/, log-in with your credentials and click on **Renew / Apply for Certification** on the top right hand corner of the system dashboard.

DBE certifications do not have an expiration date; however, Designing Local, LLC DBA Designing Local, Ltd. must submit the Annual Declaration of Eligibility on or no more than 30 days before its anniversary date. Failure to provide the requested documents in a timely manner will result in ODOT's action to decertify Designing Local, LLC DBA Designing Local, Ltd. as a Disadvantaged Business Enterprise (DBE) in Ohio.

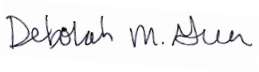
Please be advised that a firm is not eligible to retain NAICS codes in all or some areas of work grouped under the NAICS codes if that firm exceeds the size standard listed under the NAICS codes. If a firm exceeds the size standard in any of its approved NAICS codes, it is no longer certified as a DBE under that specific NAICS code. If a firm exceeds the size standard in all of its approved NAICS codes or if the firm's controlling owner(s) exceed the established Personal Net Worth standard, it is no longer eligible to participate as a DBE

If Designing Local, LLC DBA Designing Local, Ltd. expands in its line of work or adds additional lines of work to its capabilities, one or more NAICS codes and/or descriptors may be needed. To request additional NAICS codes, please submit the NAICS Code/Descriptor Request Form at https://ohiodot.dbesystem.com/. Log-in with your credentials and click on **Renew / Apply for Certification** on the top right hand corner of the system dashboard.

We encourage you to contact the Office of Outreach to learn more about upcoming matchmaking events and contracting opportunities with ODOT and transit systems. To locate the Regional Outreach Manager in your area, please go to www.transportation.ohio.gov/odi and visit the Office of Outreach's webpage.

If you have any questions, please contact the Office of Business & Economic Opportunity at (614) 466 2878 or DOT.SDBE@dot.ohio.gov.

Respectfully,



Deborah M. Green
Administrator
Office of Business & Economic Opportunity

DG:js

RFP - 25-PLDEV-012R - Public Art Master Plan Review Consultant

Opening Date: February 12, 2025 6:40 PM

Closing Date: March 12, 2025 3:00 PM

Vendor Details

Company Name:	MACHINIC LLC
Does your company conduct business under any other name? If yes, please state:	FUTUREFORMS
Address:	2325 3rd Street, Suite 229 Suite 229 San Francisco, CA 94107
Contact:	Nataly Gattegno
Email:	nataly@futureforms.us
Phone:	415-255-4879
Fax:	415-255-4879
HST#:	

Submission Details

Created On:	Monday March 10, 2025 14:11:49
Submitted On:	Wednesday March 12, 2025 12:30:24
Submitted By:	Nataly Gattegno
Email:	nataly@futureforms.us
Transaction #:	73de9401-5d9f-40a2-8ae4-ca761b9dfc7c
Submitter's IP Address:	147.243.244.108

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses.

☑ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
Is your company a Minority Owned business?			
Please select the appropriate response			
Do you possess a certification qualifying your business as a Minority Owned business?			
Issuing organization name			*
Date of Issuance			*

Letter of Interest

The Letter of Interest shall summarizes the Bidder's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Thank you for considering our work for this exciting opportunity to contribute to the continued investment of the city of Boynton Beach in public art. It is exciting to be considered for this role in a city that has already invested so much in the arts and the Kinetic Art Festival; and is looking to create a comprehensive city-wide arts master plan, while anticipating growth and development projections in specific neighborhoods. Our interest would be to develop a holistic arts master plan that considers the 'micro-districts' that make up Boynton Beach with their distinct nuances and cultural characters. Bringing the community into this process will be extremely important and integral to the development of a fruitful, impactful and durable strategy. It will also be critical to evaluate a phased implementation strategy that anticipates future public art, activation and continued engagement. We feel that our diverse expertise in art, design and art master planning can yield a holistic approach that considers the multiple parameters and facets of a project of this scale. As artists, we bring a multifaceted perspective and collaborative approach to the process of creating arts master plans: we understand the creative process and implementing complex art on layered sites; we seek to support and elevate the arts as an integral component in our daily lives. As designers, we understand the complex processes that are essential to making any of this a reality: we speak the language of architecture, planning and landscape architecture; we thrive in understanding how something small can have a site-wide impact; we enjoy the synergies that can occur when multiple collaborators work in synchronicity towards a common design cause. As arts master planners, we seek to amplify the impact of the arts in our everyday experiences: we leverage it to bring diverse voices together and create place; we consider ways for art to be functional and integrate with buildings and landscapes, while exploring how it can reconnect our urban fabric and restitch our urban experiences. Our commitment to public art stems from an interest in activating the public realm and creating places for exchange, engagement, places for pause, knowledge gathering and playful curiosity. Experiences and stories are shared when we make a place for them: public art can be that activator; public art can foster these diverse relationships across our neighborhood fabric. Our work is experiential, tactile, integrated and engaged with its context, striving to present itself as an identifiable element in the landscape. To do this we rely on rich, diverse and multifaceted concepts that can resonate with diverse audiences, different ages and uses: the passer-by, the tourist or the local, the adult or the toddler. FUTUREFORMS is an award-winning interdisciplinary art studio practicing out of the San Francisco Bay Area, California. Since 2005, Jason Kelly Johnson and Nataly Gattegno have collaborated on a range of projects exploring the intersections of art and design, with public space, nature and digital craft. Through individual artwork commissions and the development of arts master plans they explore the capacity of art to create diverse experiences, places of curiosity and opportunities for exchange. Thank you for considering collaborating with us! Sincerely, Nataly & Jason www.futureforms.us

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☐ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ◉ No	○ Yes ◉ No	◉ Yes ○ No	11 years	M24000015391

Qualifications and Experience/Ability of Professional Personnel

SECTION II – SCOPE OF WORK (SERVICES) – PROJECT CONTRACT

1. **BACKGROUND**

The City of Boynton Beach aims to develop a Public Art Master Plan to establish a robust and comprehensive framework for the public arts within the city. The plan should serve as a definitive guide for utilizing public art funds acquired through city development projects, ensuring these resources are optimally utilized for the benefit and enjoyment of the Boynton Beach residents.

The Public Art Master Plan will align closely with Boynton Beach's broader development goals, promoting creativity, cultural enrichment, city beautification, and civic pride. It will prioritize inclusivity and accessibility, ensuring that public art installations reflect the diversity and identity of the city's residents.

Ultimately, this initiative underscores the city's commitment to thoughtfully and impactfully leveraging public resources, enhancing its residents' quality of life, and fostering a sense of place that celebrates art and community in Boynton Beach.

2. **SCOPE OF SERVICES**

The City of Boynton Beach seeks the services of a professional firm (or qualified entity) to develop a Public Art Master Plan that aligns with the city's cultural, economic, and social goals.

3. **TASKS REQUIRED BY CONSULTANT**

The Master Plan should include the following activities as outlined by the City listed below:

Task Objectives:

Task 1. Community Engagement:

- Conduct outreach meetings and workshops to engage residents, local arts groups, and stakeholders. Please keep track of all contacts and demographic's data obtained during this process and provided in legible report.
  - Collaborate with the community to uncover regional and site-specific narratives.

Task 2. Strategic Planning:

- Identify site-specific opportunities and locations for art interventions and propose strategies for integrating artworks into public spaces.
    - Gather information for site locations to be designated for future Public Art, considering the city's mobility plan improvements, beautification initiatives, and comprehensive plan. Please visit the following links for further information:
        - Establish typologies of artworks organized by scale, impact, and experiential quality and clarify unique characteristics for matching art typologies and site locations to create public art focal points, districts, gateways, loops, and corridors of public art experience.
        - Integrating the ideologies and information gathered from community engagement into the overarching public art plan framework.

https://www.boynton-beach.org/475/Comprehensive-Plan

https://issuu.com/amanda.bassiely/docs/final_plan_low_res

https://issuu.com/amanda.bassiely/docs/redevelopmentplan_final_web

Task 4. Mapping Overlays:

- Develop visual mapping overlays identifying sites for new public art installations, considering factors such as visibility, accessibility, community impact, and alignment with the city's comprehensive plan.
    - Mapping areas for proposed and existing public art and their associated art typologies.
        - Ensure these overlays are integrated into the City's mapping database.

Task 5. Implementation Strategy:

- Create Public Art Master Plan Guidelines incorporating all formulated policies, programs, sequencing approaches, frameworks for collaborating with artists, pertinent case studies, and maintenance regimens as necessary for the successful execution of integrating public art into the city's overarching existing comprehensive plan (including existing development plans, mobility plan improvements, and beautification initiatives).

Deliverables:

- Community Engagement Meetings:
    - Develop and provide diverse content, including presentations, posters, handouts, exhibits, and questionnaires to gather community feedback.
    - Public Art Implementation Map Overlay:
        - Provide interactive maps integrated into the city's existing mapping database.
        - Identifying potential site locations of various Public Art typologies, beautification projects, and mobility improvements.
    - Public Art Master Plan Guidelines:
        - Outline detailed action steps for project rollout, including coordination and integration with the city's mobility plans, Community Redevelopment Agency (CRA) redevelopment plan, beautification projects, and their responsibilities. Please see links for additional information stated in Task 2. Strategic Planning listed above.
        - Summarize community input and demonstrate how it informs the final plan.
        - Establish typologies of artworks organized by scale, impact, and experiential quality and clarify unique characteristics for matching art typologies and site locations in cohesion with the Public Art Implementation Map Overlay.

4. **MINIMUM QUALIFICATIONS OF PROPOSER**

Qualifications will only be considered from firms engaged in providing services as described in this RFP and who can provide evidence that they have established a satisfactory performance record in meeting the qualification requirements established in the RFP. Emphasis should be placed on the qualifications and experience of key personnel who will be directly involved in the work. Any sub-consultants proposed for collaboration shall be identified.

The responder should submit the following information with a statement of qualifications. This information, along with any other data that the City considers will be used in determining if the responder is qualified to provide the specified service and work.

5. Firm must have at least ten (10) years of considerable and successful relevant experience.

6. Firm must possess an AICP certification.

7. **EXPECTED TIMELINE BY THE CITY**

The City would like this project to be completed by October 31, 2025. The Proposer(s) shall act as an independent contractor and not as an employee of the City.

6. **GENERAL**

The Consultant(s) shall furnish all tools, materials, equipment, sub-consultants, labor, supervision, etc., as necessary for the Proposer to maintain and complete the assigned as outlined in the agreed-upon scope of work/services provided within this Request for Proposals. All mileage and travel time to and from the job site is not reimbursable. The City reserves the right to negotiate the Agreement's final terms, conditions, and pricing structure as may be in the City's best interest.

Description	Response *
Describe the experience and qualifications of all key Proposer and Sub-Proposer players.	Our diverse expertise in art, design and art master planning can yield a holistic approach that considers the multiple parameters and facets of a project of this scale. Nataly Gattegno and Jason Johnson lead a team of designers, artists and architects who have the experience and qualifications to address the needs of a project of this scale and complexity.
Summarize the quality of the firm's support personnel and continuity of staff.	We are proud to have a team of staff and personnel who have been with us for 7+ years. This continuity of people on our team, leads to a clarity of ideas and design intent, as well as efficiencies in communication and work sequencing.
Describe the ability to perform additional services and provide technical support throughout engagement.	We are a highly communicative team that appreciates as much planning and forethought in our design process and engagement. That being said, we are always available to our clients and are able to respond to matters arising at any time.
Explain the ability to meet set standards.	We hope that our RFP materials (letter, statement, resume and work samples) show that we are a highly capable team, able to meet the standards set by this project.
Provide evidence of a capable and well-organized engagement team and management plan.	We have recently performed 2 arts masterplan projects (Denver, CO and Chattanooga, TN) that required extensive engagement with community and local stakeholders. In Denver the result of these engagements, was the integration of a cultural layer as an integral part of the arts masterplan. In Chattanooga our engagement with the community was more focused on understanding use and movement paths, daily circulation and use patterns in order to establish the location and scale of the artwork in the master plan.

OFFEROR'S QUALIFICATION STATEMENT

Line Item	Description	Response *
1	How many years has your organization been in business under its present name?	11
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.	N/A
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.	NO
6	Has your company ever declared bankruptcy? If Yes, explain.	NO

SCRUTINIZED COMPANIES DETERMINATION

By submission of this qualification package and if selected by the City as the CONSULTANT, execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, CONSULTANT, certifies that CONSULTANT is not participating in a boycott of Israel. CONSULTANT further certifies that CONSULTANT 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 the CONSULTANT of the CITY's determination concerning the false certification. CONSULTANT 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, CONSULTANT 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 CONSULTANT 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.

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

References

1. **References – Past Performance**

   Provide a list of three (3) governmental agency references or similar contracts for which the Proposer has completed or is in progress within the past ten (10) years with the following information:

2. Name of Agency
3. Address
4. Contact Name, Email Address
5. Telephone Number

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.

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee may **email** or **call** each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *
Company Name	Kay & Hannah Art Advisory	Fletcher Studio Landscape Architecture	City of Chattanooga
Address	1001 Chenery St. San Francisco, CA 94131	2325 3rd St Suite 323, San Francisco, CA 94107	101 E. 11th Street, Suite 200, Chattanooga, TN 37402
Contact Name	Mary Hannah	Lauren Ewald	Kat Wright, Director of Public Art
Phone	(415) 337. 7771	(415) 323 5589	(423) 643.7823
Email	maryhannah@kayhannah.com	lewald@fletcherstudio.com	kwright@chattanooga.gov

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.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. If not applicable or if no-subconsultants will be used in the performance of this Work, write "Not-Applicable" or "NONE" across the form.

☑

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	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1					

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.

DOCUMENTS THAT

MUST ACCOMPANY PROPOSAL

IN ORDER FOR SUBMITTAL

TO BE CONSIDERED

COMPLETE AND ACCEPTABLE

- a. Proposer's Qualification Statement - Proposer's Qualification Statement-Futureforms.pdf - Wednesday March 12, 2025 02:42:29
- b. Non-Collusion Affidavit of Proposer - Non-Collusion Affidavit-Futureforms.pdf - Wednesday March 12, 2025 02:42:51
- c. E-Verify Form Under Section § 448.095 Florida Statutes - Affidavits of Compliance -E-Verify-Futureforms.pdf - Wednesday March 12, 2025 02:45:28
- d. Certification Pursuant to Florida Statute § 287.135 - Affidavits of Compliance - F.S. 287.135-Futureforms.pdf - Wednesday March 12, 2025 02:45:40
- e. Anti-Kickback Affidavit - ANTI KICK BACK AFFIDAVIT-Futureforms.pdf - Wednesday March 12, 2025 02:45:50
- f. Affidavit of Compliance with Foreign Entity Laws - Affidavit of Compliance with Foreign Entity Laws-Futureforms.pdf - Wednesday March 12, 2025 02:45:59
- g. Affidavit of Compliance with Anti-Human Trafficking Laws - AFFIDAVIT OF COMPLIANCE - ANTI HUMAN TRAFFICKING LAW-Futureforms.pdf - Wednesday March 12, 2025 02:46:12
- A. Letter of Interest, B. Firm’s Qualifications, C. Qualifications of Project Team and availability of specialty resources, D. Current and Projected Workload of the Proposer, E. References – Past Performance - 250311_Boynton Beach-Futureforms RFP Quals.pdf - Wednesday March 12, 2025 02:47:06
- Florida Professional Licenses, including evidence of required licenses and business permits, W-9 and Sunbiz - W9-FL Registration Machinic Futureforms.zip - Wednesday March 12, 2025 02:52:52
- RFP DOCUMENT - 250311_Boynton Beach-Futureforms RFP Quals.pdf - Wednesday March 12, 2025 02:47:19
- Additional Document (optional)

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

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.

1. **FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:**

Before submitting a proposal to this RFP, proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Proposers 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 Proposer shall not be a cause for relief from responsibility.

2. **NON-COLLUSION**

   Proposer shall not collude, conspire, connive, or agree, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by a person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

3. **LEGAL CONDITIONS**

   Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and Ordinances of the City of Boynton Beach.

4. **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.

5. **ADDITIONAL HOURS QUANTITIES**

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices proposal in this solicitation.

If additional quantities are not acceptable, the price proposal sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

6. **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.

7. **LEGAL REQUIREMENTS:**

Proposer shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

8. **ON PUBLIC ENTITY CRIMES**

All Request for Proposals as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

> "A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

9. **FEDERAL AND STATE TAX:**

The City of Boynton Beach is exempt from Federal and state taxes.

10. **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.

11. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:**

The Proposer certifies that all material, equipment, etc., contained in this proposal 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.

12. **PALM BEACH COUNTY INSPECTOR GENERAL:**

The Proposer and, if awarded Consultant, 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 Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants 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.

13. **OTHER AGENCIES**

Any Agreement(s) resulting from this RFP and from this submitted proposal 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 Proposer(s).

14. **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.

15. **NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT**

- The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

16. **INDEPENDENT CONTRACTOR RELATIONSHIP:**

The Proposer and, if awarded Consultant, 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 Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects, the Consultant'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.

17. **OMISSION OF DETAILS**

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

18. **LOBBYING - CONE OF SILENCE:**

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act

on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for the award of contract to the Proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

19. **LEGAL EXPENSES:**

The City shall not be liable to a Proposer 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.

20. **NO THIRD-PARTY BENEFICIARIES:**

No provision of this RFP or agreement/contract to follow with Consultant 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 Proposer.

21. **DIRECT OWNER PURCHASES:**

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

22. **SCRUTINIZED COMPANIES:**

By submission of a proposal 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.

23. **DISCRIMINATORY VENDOR LIST**

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

24. **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.

25. **BUSINESS INFORMATION**

If a proposing firm is a Joint Venture for the goods/services described herein, the Proposer shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

26. **AGREEMENT**

Proposer agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding Agreement is formed in accordance with the City's terms, conditions, and specifications as set forth in the purchase order unless otherwise agreed by the City and the Proposer. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

27. **ENDORSEMENTS**

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

28. **DRUG-FREE WORKPLACE**

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:

28. 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.

    A. Inform employees about the dangers of drug abuse in the workplace, the Proposer'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.

    B. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.

    C. 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.

    D. 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.

    E. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

29. **PROHIBITED TELECOMMUNICATIONS EQUIPMENT**

Proposer represents and certifies that Proposer and all Sub-consultants 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.

30. **PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING**

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Consultant. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

31. 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.

32. 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.

33. PUBLIC RECORDS

Sealed documents received by the City in response to a Request for Proposals are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFP 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, Consultant 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, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by consultant must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
E. Failure of the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE

100 EAST OCEAN AVENUE

BOYNTON BEACH, FLORIDA, 33435

561-742-6060

CityClerk@bbfl.us

5.34 **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.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Nataly Gattegno, Manager, Machinic LLC DBA Futureforms

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
Addendum No. 3 Mon March 3 2025 04:31 PM	☑	5
Addendum 2--25-RFP-25-012R-Public Art master Plan Review Consul_ Wed February 19 2025 04:33 PM	☑	1
RFP No. PLDEV25-012 - PUBLIC ART MASTER PLAN - Front Page with Link Fri February 14 2025 04:00 PM	☑	1
Addendum 1-PUBLIC ART MASTER PLAN REVIEW (CONSULTANT) - RFP No. 25PLDEV-012R Fri February 14 2025 08:13 AM	☑	1

RFP - 25-PLDEV-012R - Public Art Master Plan Review Consultant - Quote Form - Price Proposal Form: Public Art Master Plan Review Consultant Price List

		Neon Fabrications LLC		G-A-I Consultants, Inc.		Designing Local		Cultural Planning Group		MACHINIC LLC	
Description of Services	Unit Quantity	Price for Deliverable	Total Cost	Price for Deliverable	Total Cost	Price for Deliverable	Total Cost	Price for Deliverable	Total Cost	Price for Deliverable	Total Cost
Community Engagement - Conduct outreach meetings and workshops to engage residents local arts groups and stakeholders. Please keep track of all contacts and demographic's data obtained during this process and provided in legible report	1	$ 35,000.00	$35,000.00	$ 43,250.00	$43,250.00	$ 35,000.00	$35,000.00	$ 30,000.00	$30,000.00	$ 16,520.00	$16,520.00
Public Art Implementation Map Overlay - Provide interactive maps integrated into the city's existing mapping database. Identifying potential site locations of various Public Art typologies beautification projects and mobility improvements.	1	$ 25,000.00	$25,000.00	$ 25,500.00	$25,500.00	$ 25,000.00	$25,000.00	$ 25,000.00	$25,000.00	$ 24,160.00	$24,160.00
Public Art Master Plan Guidelines	1	$ 10,950.00	$10,950.00	$ 10,750.00	$10,750.00	$ 20,000.00	$20,000.00	$ 25,000.00	$25,000.00	$ 34,240.00	$34,240.00
Total Price			$70,950.00		$79,500.00		$80,000.00		$80,000.00		$74,920.00

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-117- Ratifying the City's application for the Office of the Attorney General, Bureau of Advocacy and Grants Management- FY 25-26 Victims of Crime Act (VOCA) Grant Program, and if awarded, authorize the City to accept the Grant and authorizing the City Manager to sign all documents associated with the Grant subject to the approval of the City Attorney.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-117.

Explanation of Request:

The Office of the Attorney General, Bureau of Advocacy and Grants Management - Victims of Crime Act (VOCA) Grant Program provides funding to local community organizations to address the emotional and physical needs of crime victims. This funding helps victims stabilize their lives after experiencing victimization, navigate and engage with the criminal justice system, and gain a sense of safety and security. If awarded, the Boynton Beach Police Department will use these funds to hire an additional victim advocate, enhancing their ability to provide comprehensive support and services to victims in the community.

How will this affect city programs or services? Victim advocates are trained professionals who assist victims of crime by providing information, emotional support, and guidance in accessing resources and completing necessary paperwork. They also reach out to various criminal justice organizations and social service agencies to secure help or gather information for victims. Our agency currently employs one full-time city-funded victim advocate to meet the community's needs. By adding an additional victim advocate, staff would be able to offer more personalized attention to each case, ensure timely follow-up, and enhance proactive outreach efforts. This would not only improve the quality of service for victims but also allow the team to better manage their caseloads.

Account Line Item and Description: N/A

Fiscal Impact:

If awarded, the City of Boynton Beach Police Department may receive up to $98,034.95 in grant funds with no cash match.

Attachments:
R25-117 Agenda_Item_2997-

2025_Resolution_for_Victims_of_Crime_Act__VOCA__Grant.docx

RESOLUTION NO. R25-117

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE CITY'S APPLICATION FOR THE OFFICE OF THE ATTORNEY GENERAL, BUREAU OF ADVOCACY AND GRANTS MANAGEMENT - FY 25-26 VICTIMS OF CRIME ACT GRANT PROGRAM, AND IF AWARDED, AUTHORIZING THE CITY TO ACCEPT THE GRANT AND AUTHORIZING THE CITY MANAGER TO SIGN ALL DOCUMENTS ASSOCIATED WITH THE GRANT SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Office of the Attorney General, Bureau of Advocacy and Grants Management - Victims of Crime Act (VOCA) Grant Program provides funding to local community organizations to address the emotional and physical needs of crime victims. This funding helps victims stabilize their lives after experiencing victimization, navigate and engage with the criminal justice system, and gain a sense of safety and security. If awarded, the Boynton Beach Police Department will use these funds to hire an additional victim advocate, enhancing their ability to provide comprehensive support and services to victims in the community; 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 ratify the City's application for the Office of the Attorney General, Bureau of Advocacy and Grants Management - FY 25-26 Victims of Crime Act Grant Program, and if awarded, authorizes the City to accept the Grant and authorizes the City Manager to sign all documents associated with the Grant subject to the approval of the City Attorney.

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 ratifies the City's application for the Office of the Attorney General, Bureau of Advocacy and Grants Management - FY 25-26 Victims of Crime Act Grant Program in form and substance similar to that attached as Exhibit A, and if awarded, authorizes the City to accept the Grant.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby ratifies the execution of the Grant application by the City Manager and authorizes the City Manager to execute all documents associated with the Grant, subject to the approval of the City Attorney.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Commission Meeting Minutes.

Requested Action: Approve minutes from the April 1, 2025 City Commission Meeting, and April 8, 2025 Special Commission and CRA Joint Meeting.

Explanation of Request: The City Commission met on April 1, 2025 and April 8, 2025, and minutes were prepared from the notes taken at the meetings. 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:
April 1, 2025 City Commission Minutes.docx
April 8, 2025 Special City Commission Meeting with the CRA Minutes.docx

Minutes of the 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, April 1, 2025, at 6:00 P.M.

Present:

Mayor Rebecca Shelton
Vice Mayor Woodrow L. Hay
Commissioner Angela Cruz [virtual]
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 Vice Mayor Woodrow Hay

Invocation was given by Vice Mayor Hay.

Pledge of Allegiance to the Flag led by Commissioner Thomas Turkin

The Pledge of Allegiance was led by Commissioner Turkin

Agenda Approval:

1. Additions, Deletions, Corrections

Commissioner Turkin spoke about the joint meeting with the CRA. He requested an update on the Town Square investigation and the City's compliance with 287G, to ensure that the City does not lose Federal Grants. He stated that the early bird deadline for the NLC Conference is in May and recommended that the item be discussed today. He thanked staff for meeting with the “Save the Andrews House” group earlier today.

Commissioner Kelley stated her support for Commissioner Turkin’s comments and asked if consensus was needed to add the requested items to a future agenda.

City Attorney Lamb stated that the request for the joint meeting is already on the agenda. She explained that the Town Square report has been delayed due to ongoing litigation.

Commissioner Kelley requested that item #5F be moved up on the agenda, to be heard before public comment, as item #3E, so that Dr. Fuller would not have to sit through the full public comment period.

There was consensus from the Commission to move up the item.

Vice Mayor Hay stated that most of the items had already been addressed. He thanked staff for attending the previous night's community meeting. He noted that there is significant public interest in legislative matters and suggested that the City address those concerns.

Commissioner Cruz joined online.

City Attorney Lamb stated that Commissioner Cruz could participate in discussion, but not vote virtually.

2. Adoption

Motion:

Vice Mayor Hay moved to approve the agenda, as amended. Commissioner Turkin seconded the motion. The motion passed 4-0 (Commissioner Cruz cannot vote).

2. Other

A. Informational items by the Members of the City Commission.

Vice Mayor Hay stated that the activity that the CRA did was outstanding.

3. Announcements, Community and Special Events and Presentations

A. Update on dredging project at Harvey E. Oyer Park. Andy Studt from PBC Environmental Resources Management office will provide an update on the dredging project at Harvey Oyer Jr. Park.

Fabien Desrouleaux introduced Andy Studt from Palm Beach County Environmental Resources Management.

Mr. Studt presented the following: South Lake Worth Inlet and Project Overview.

Commissioner Turkin asked how future delays can be avoided.

Mr. Studt said that new permits allow for more frequent dredging, though the last permit process took over three years, due to long-term planning.

Commissioner Turkin referenced the Firefighter Fishing Tournament on April 26 and asked about potential impacts.

Mr. Studt said that the project cannot pause once it starts, but will work with staff.

Commissioner Turkin asked staff to coordinate with IAFF.

Commissioner Kelley stressed the importance of the project, but noted that the calendar conflict could have been better communicated. She asked staff to stay on top of updates, to avoid issues with the tournament, which has no alternate location.

Vice Mayor Hay asked about the dredging depth and width.

Mr. Studt confirmed it only involves underwater work and would not affect nearby vegetation or structures.

Commissioner Hay asked where the sand will be going.

Mr. Studt said that it will be placed north of Ocean Hammock Park and may assist with beach renourishment

B. Announcement- Pre-hurricane prep and Vegetation Amnesty Week.

Mayor Shelton announced Pre-hurricane prep and Vegetation Amnesty Week

C. Announcement- Art and Autism Expo.

Mayor Shelton announced the Art and Autism Expo.

D. Presentation- 2024 Year-End Crime Report by the Boynton Beach Police Department.

Chief DeGiulio reviewed the following: Violent Crime; Calls for Service; Violent Crime – 5 Years; Non-Violent Crime; and Arrests, Traffic, and Drugs.

Commissioner Turkin thanked the Chief and staff for their work. He referenced improvements in a specific area with past grand theft and stolen vehicles, and noted that the nuisance abatement plan is showing results. He stated that the department, being fully staffed, reflects strong effort from both the dais and staff.

Mayor Shelton asked about sexual assault response and if the City partners with ABDA.

Chief DeGiulio confirmed that they do.

Vice Mayor Hay asked about changes in community engagement.

Chief DeGiulio described programs like community BBQs and “Shop with a Cop” as essential to building trust. He also highlighted events like “Coffee with a Cop” and online reporting tools that increase accessibility and involvement.

Commissioner Kelley emphasized the importance of clearance rates and asked what new initiatives are planned.

Chief DeGiulio said that increased visibility remains key and reiterated the value of outreach.

Commissioner Kelley also asked how residents can assist.

Chief DeGiulio explained the camera registry program linked to the Real Time Crime Center.

Commissioner Cruz thanked the Chief and the Police Department.

5F. Community Support Funds.

Motion:

Commissioner Turkin moved to approve Community Support Funds to Operation Connor Share, from Commissioner Kelley, in the amount of $500. Vice Mayor Hay seconded the motion. The motion passed 4-0 (Commissioner Cruz cannot vote).

Motion:

Commissioner Kelley moved to approve Community Support Funds to Boynton Beach Community High School, from Commissioner Kelley, in the amount of $2,000. Commissioner Turkin seconded the motion. The motion passed unanimously.

Commissioner Kelley invited Dr. Fuller to speak but first shared background on the items, highlighting Operation Connor Share and the BBCHS fund supporting the Aerospace program. She noted that two teams will compete this summer.

Dr. Fuller, Principal of BBCHS, thanked the City for its continued support and referenced the $100K donation received last year. He outlined the benefits of that funding, described

recent school and community events, and detailed the upcoming Aerospace Program competitions.

4. Public Audience

Mack McCray thanked Deputy City Manager Mack for his assistance at the previous night's meeting. He asked the City to keep Funeral Directors involved in the cemetery expansion, and he mentioned homeless individuals sleeping in Sara Sims Park. He also requested that kiosks advertise upcoming district meetings.

Charles Hunt addressed ongoing Code Enforcement issues in Rolling Green. He questioned regulations regarding items in carports and also apologized for past comments about the City Manager.

Susan Oyer clarified past statistics. She mentioned that she supports moving the Andrews House and requested creation of a code revision board, beautification board, and a P&D Board. She also submitted a printed email to the City Commission.

Charles Glocken opposed proposed apartments on the west side of Federal Highway and expressed concern about the state removing local property rights. He urged the City Commission to speak out against the legislation.

Dave Paterson, president of Las Mangoes, opposed the Dune project and cited concerns with the Live Local Act. He asked the City to push back against the law, and called for an innovative citywide plan.

Kim Roger, Chair of Las Mangoes, spoke against the Live Local project. She reviewed permit issues and asked for the City's support.

Barbara Ready requested replacement of historic signs and asked for improvements at Dewey Park. She requested a new sign at the schoolhouse. She noted a non-working QR code at the Magnuson House. She also mentioned her support move the Andrews House and opposed the Live Local Act.

Mike Fitzpatrick described a productive meeting about relocating the Andrews House and asked the CRA to take the lead. He requested formal direction from the CRA Board.

David Katz supported the City Manager and praised the City Manager's character and leadership.

Cindy Falco De Corrado commented on gender identity, the intersection flag, the "666" benches, Police Chief allegations, marijuana odors, freedom of speech, downtown building height, and red-light cameras.

There were no online comments.

Commissioner Turkin asked the City Attorney to address the Live Local Act.

City Attorney Lamb explained the limits of Home Rule under state law and outlined the Act's precedence over local comp plans.

Commissioner Turkin suggested revisiting the City's Comprehensive Plan to address future impacts.

Deputy City Manager Mack confirmed that the Development Department is preparing a contract for a new comprehensive plan.

Commissioner Cruz asked about the infrastructure state requirement tied to the Live Local Act guidelines.

Amanda Radigan, Director of Planning and Development, clarified state regulations versus local Comprehensive Plan alignment and outlined infrastructure review requirements.

Commissioner Turkin asked what dictates meeting the infrastructure requirements.

Ms. Radigan explained the various departmental reviews involved in the process.

Commissioner Turkin asked if these requirements apply to all projects.

Deputy City Manager Mack confirmed that they do, except for single-family homes.

Commissioner Turkin noted that the full impact of drainage systems is not known until construction is complete.

Deputy City Manager Mack stated that drainage is designed by licensed contractors and can be subject to complaints if issues arise.

Commissioner Turkin said his goal was to provide clarity for residents.

5. Administrative

A. Proposed Resolution No. R25-081- Appoint a City Commission representative and alternate to the Countywide Intergovernmental Coordination Program.

Motion:

Commissioner Turkin moved to approve Resolution No. R25-081, with Commissioner Kelley as the Regular Member, and Mayor Shelton as the Alternate Member. Commissioner Kelley seconded the motion. The motion passed 4-0 (Commissioner Cruz cannot vote).

B. Proposed Resolution No. R25-082- Appoint a City Commission representative and alternate to the Coalition of Boynton West Residents Association (COBWRA).

Motion:

Commissioner Turkin moved to approve Resolution No. R25-082, with Vice Mayor Hay as the Regular Member, and Mayor Shelton as the Alternate Member. Vice Mayor Hay seconded the motion. The motion passed 4-0 (Commissioner Cruz cannot vote).

C. Proposed Resolution No. R25-083- Appoint a City Commission representative and alternate to the Palm Beach County League of Cities.

Motion:

Commissioner Turkin moved to approve Resolution No. R25-083, with Vice Mayor Hay as the Regular Member, and Commissioner Turkin as the Alternate Member. Commissioner Kelley seconded the motion. The motion passed 4-0 (Commissioner Cruz cannot vote).

D. Proposed Resolution No. R25-084- Appoint a City Commission representative and alternate to the Transportation Planning Agency (Formerly known as the MPO, Metropolitan Planning Organization).

Motion:

Commissioner Turkin moved to approve Resolution No. R25-084, with Commissioner Kelley as the Regular Member, Commissioner Turkin as Alternate Member No. 1, and Commissioner Cruz, as Alternate Member No. 2. Vice Mayor Hay seconded the motion. The motion passed 4-0 (Commissioner Cruz cannot vote).

Vice Mayor Hay commented that for the TPA, any interested members are able to attend.

Mayor Shelton asked about communication protocols to ensure alternates are notified and able to participate when needed.

E. Advisory Board Appointments.

Motion:

Vice Mayor Hay moved to table the item for the Arts Advisory Board until the next meeting. Commissioner Turkin seconded the motion. The motion passed 4-0 (Commissioner Cruz cannot vote).

Motion:

Commissioner Turkin moved to table the item for the CRA Advisory Board until the next meeting. Commissioner Kelley seconded the motion. The motion passed 4-0 (Commissioner Cruz cannot vote).

F. Community Support Funds.

Item 5F was heard immediately following Item 3D.

6. Consent Agenda

A. Proposed Resolution No. R25-085- Approve a Piggyback Agreement between the City and Blue Iguana Pest Control, Inc. d/b/a Iguana Control for reptile control services in an amount not to exceed $80,080.

B. Proposed Resolution No. R25-086- Approving a Collocation Agreement between the City and Dish Wireless, LLC, and a Memorandum of Agreement between the City and Dish Wireless, LLC to allow for ground equipment and co-location on the existing telecommunications tower at 1901 N. Seacrest Blvd. with a lease area of 35 square feet.

C. Proposed Resolution No. R25-087- Approving and authorizing the Mayor to sign a Use of Property Agreement between the City of Boynton Beach and First Baptist Church of Boynton Beach for the 2025 Taste of Boynton Beach event on Saturday, April 26, 2025.

D. Proposed Resolution No. R25-088- Approving and authorizing the Mayor to sign a Use of Property Agreement between the City of Boynton Beach and 315 South Federal LLC for the 2025 Taste of Boynton Beach event on Saturday, April 26, 2025.

E. Proposed Resolution No. R25-089- Authorizing the City to apply for the Firehouse Subs Public Safety Grant for the amount up to $48,500, and if awarded, authorize the City to accept the Grant, and authorize the Mayor to execute all documents associated with the grant, subject to the approval of the City Attorney.

F. Proposed Resolution No. R25-090- Approving a First Addendum to the Security Agreement with the School Board of Palm Beach County renewing the Agreement through July 31, 2026.

G. Commission Meeting Minutes.

Motion:

Vice Mayor Hay moved to approve the consent agenda. Commissioner Turkin seconded the motion. The motion passed 4-0 (Commissioner Cruz cannot vote).

7. Consent Bids and Purchases over $100,000

A. Proposed Resolution No. R25-091- Approve an Order Form with FLOCK Group, Inc. to purchase and maintain a Drone First Responder Program in an amount not to exceed $350,000 for the initial term utilizing the Sole Source procurement exemption.

B. Proposed Resolution No. R25-092- Approving an annual service agreement with Motorola, Inc. for the continued maintenance and repair of the city's P25 radio telecommunications systems as a sole source vendor with an expenditure not to exceed $165,000 annually for the next four years.

C. Proposed Resolution No. R25-093- Approve the Piggyback Agreement between the City and Honeywell International, Inc., utilizing pricing from National Purchasing Partners ("NPPGov") through LEAGUE OF OREGON CITIES contract for the purchase of a Fire Station Alerting system for the budgeted amount of up to $800,000.

Motion:

Commissioner Turkin moved to approve the Consent Bids and Purchases over $100,000. Vice Mayor Hay seconded the motion. The motion passed 4-0 (Commissioner Cruz cannot vote).

8. Public Hearing - None

9. City Manager’s Report- None

10. Regular Agenda

A. Proposed Resolution No. R25-094- Approve naming the entry road to Boynton

Beach High School as "Lamar Jackson Way" in honor of Boynton Beach High School Alumnus Lamar Jackson for his outstanding athletic achievements and contributions to the community.

Mayor Shelton read the title into the record.

Mr. Desrouleaux presented the Lamar Jackson street renaming proposal and shared examples of the proposed signage. He spoke about the overwhelming support from the community and Boynton Beach Community High School, highlighting Mr. Jackson's connection to the neighborhood and his impact as a positive role model.

City Manager Dugger stated that this initiative is part of the City's Hometown Heroes project, which celebrates residents who have made significant contributions or brought national recognition to Boynton Beach. He emphasized that Lamar Jackson continues to return to the community to support youth programs and events.

Vice Mayor Hay described Mr. Jackson as a valuable role model, who is active and present for local children. He noted that Lamar's story inspires youth and reinforces the importance of hard work and community pride.

City Manager Dugger also commended staff for supporting youth engagement and representing the City at a recent South Florida Girls Flag Football Tournament, showing the City's continued investment in athletics and youth development.

Commissioner Kelley shared her experience attending an event last summer with Mr. Jackson, noting how approachable and humble he was, despite his fame. She emphasized how much Mr. Jackson clearly cares for the community, engaging with local kids, taking photos, and spending time without hesitation.

The City Commission expressed full support for the street renaming in Lamar Jackson's honor, recognizing his accomplishments and dedication to giving back to Boynton Beach.

Motion:

Vice Mayor Hay moved to approve the Resolution No. R25-094. Commissioner Kelley seconded the motion. The motion passed 4-0 (Commissioner Cruz cannot vote).

B. Discussion on Animal Control position in Police Department.

Motion:

Commissioner Kelley moved table this item until the next meeting. Vice Mayor Hay seconded the motion. The motion passed 4-0 (Commissioner Cruz cannot vote).

C. Discussion regarding taking a Legislative Summer Break.

Commissioner Kelley stated that the Commission held this discussion last year and it was helpful for staff. She asked for the scheduled budget dates in July and noted her preference to avoid scheduling conflicts.

City Manager Dugger responded that the budget meetings are set for July 7, 9, and 10, and suggested the Commission consider June for any additional planning.

Mayor Shelton indicated she would be unavailable at the end of June and beginning of July.

City Attorney Lamb recommended one of the scheduled June meetings or possibly June 17th and July 1st.

There was consensus to cancel the June 17th and July 1st meetings.

D. Discussion on residency requirements to hold elected office.

Commissioner Turkin reiterated his interest in revisiting residency requirements for elected officials.

City Attorney Lamb outlined the existing charter language and described how other municipalities verify residency. She recommended codifying petition requirements and noted that any change to the length of residency would require a charter referendum.

Commissioner Turkin confirmed that the number of years would have to go before the voters and asked whether petition thresholds were part of the charter or adopted by resolution.

City Attorney Lamb responded that the requirements could be included in a charter referendum.

Commissioner Turkin expressed support for adding this to the next election and asked that it return as an ordinance. He mentioned his concern about "fly-by-night" candidates and asked for consensus on the number of petitions.

Mayor Shelton asked about the current verification process.

City Attorney Lamb explained the Clerk’s limited role in verifying residency.

Commissioner Cruz asked questions about payment and petition rules, including whether campaign-related violations must be paid personally.

Vice Mayor Hay stated that candidates should reside in the City for the duration of their term and noted that they should not be disqualified for living in apartments. He proposed 50 petitions.

City Attorney Lamb asked if the City Commission wanted a higher number for the Mayoral race.

Mayor Shelton supported requiring at least 100 petitions for Mayoral candidates and agreed with extending the residency requirement beyond one year.

Commissioner Turkin proposed 50 petitions for Commission candidates and 100 for Mayoral candidates, and to leave the two-year residency decision to voters.

Commissioner Cruz supported increased petition requirements, but opposed qualifications based on a candidate's ability to pay.

City Manager Dugger commented on runoffs being used strategically.

Mayor Shelton stated that the current process allows late entries and emphasized the need for tighter procedures.

Commissioner Turkin suggested eliminating certain loopholes in the system.

City Attorney Lamb offered to review practices from other jurisdictions and bring back options for a future referendum.

Commissioner Turkin proposed aligning the referendum with the 2025 election and suggested forming a Charter Review Committee.

Commissioner Cruz raised concerns about low voter turnout during non-presidential elections and noted that seniors may not be as tech-savvy.

Mayor Shelton said the City could work to improve public outreach and education on the topic. She asked for consensus to open public comments.

There was consensus to allow public comments.

David Katz stated that he supported immediate action and recommended a two-year residency requirement. He expressed concern about lingering campaign signs.

Susan Oyer advocated for stricter qualifications, including a five-year residency, active voter status, higher filing fees, and more petition signatures.

Jim Cizick opposed reducing the filing fee. He supported a two-year residency requirement, increased petition thresholds, and better documentation of residency.

E. Discussion on waiver process to allow continued service on advisory boards

Commissioner Turkin stated that the waiver option for advisory board term limits had been discussed with the City Attorney. He spoke in favor of allowing residents to remain on advisory boards under specific conditions.

Commissioner Kelley stated that she supports the waiver with parameters, questioning the purpose of term limits, if waivers are allowed. She said that she would be comfortable with a waiver process if the request comes before the Commission. She suggested reducing the required one-year sit-out period and limiting the waiver to City residents.

Commissioner Turkin agreed that the waiver should only apply to City residents.

Vice Mayor Hay expressed concern about vacancies on advisory boards, noting that there isn't a long line of residents looking to serve. He said that he supported allowing individuals to serve past their term limits when necessary.

Commissioner Kelley added that many residents are unaware of advisory board opportunities and that some boards lack engagement, leading to dropped participation.

Commissioner Turkin noted that recognition for advisory board members occurred last year but not this year, emphasizing the importance of acknowledging their service.

Mayor Shelton asked whether boards meet during the day or evening.

Commissioner Kelley responded that not all boards meet during the day.

Vice Mayor Hay supported bringing back the recognition dinner and said that it could help motivate more participation.

Commissioner Turkin suggested finding ways to incentivize board members.

City Manager Dugger noted that there are currently 51 scheduled events, and that staff is managing a significant workload. He recommended combining recognition with an existing event, to ease the burden.

Commissioner Kelley proposed recognizing board members during a pre-First Friday

event.

City Attorney Lamb asked for consensus on including a waiver provision for board service.

There was consensus from the Commission.

F. Request for a joint meeting with the Community Redevelopment Agency.

Commissioner Turkin stated that this was brought up during Thursday's discussion and suggested holding a joint meeting regarding the legislation.

City Attorney Lamb noted that the agenda was already published, but confirmed that the item can be added.

There was consensus to include it at the next CRA meeting.

ADDED DISCUSSION BY COMMISSIONER TURKIN:

Commissioner Turkin said that he would like consensus on which Commissioners plan to attend upcoming conferences, adding that these events are very eye-opening.

Commissioner Kelley stated that she plans to attend the FLC, NLC, and FRA conferences.

Commissioners agreed to check their schedules and get back to staff on who will be attending the different conferences.

11. Future Agenda Items

A. Discuss and provide an update on Fire Station #3, to also include a State of the Fire Department.- April 15, 2025. Requested by Commissioner Kelley.

B. First Reading of an ordinance to amend the City's Land Development Regulation regarding standards for Artificial Turf.- April 15, 2025. Requested by Commissioner Turkin.

C. First Reading of an ordinance to amend the City's Land Development Regulation regarding expanding the uses of Public Art Fees.- April 15, 2025. Requested by Commissioner Turkin.

D. First Reading of an ordinance regarding construction hours near residential locations and decibel levels .- April 15, 2025. Requested by Commissioner Cruz.

E. Discussion regarding fluoride in the water. – TBD. Requested by Vice Mayor Hay.

F. Discussion regarding the City's Comprehensive Plan.- TBD. Requested by Commissioner Cruz.

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

H. Discussion on utility lift station upgrades and odor control – TBD. Requested by Vice Mayor Hay.

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

J. Discussion regarding requirements for Advisory Board Appointments.- Pending meeting with Commissioner Kelley. Requested by Commissioner Kelley.

K. Discussion regarding Hazard Pay for Community Standards.- Pending meeting with Commissioner Cruz. Requested by Commissioner Cruz.

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

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

N. Discussion on creating a charter review committee. – TBD. Requested by Commissioner Turkin.

O. Discussion on creating a code enforcement review board. – TBD. Requested by Commissioner Turkin.

P. Discussion regarding creating a beautification board. – TBD. Requested by Commissioner Turkin.

14. **Adjournment**

Motion:

Vice Mayor Hay moved to adjourn the meeting. Commissioner Turkin seconded the

motion. The motion passed 4-0 (Commissioner Cruz cannot vote).

There being no further business to discuss, the meeting is adjourned at 8:58 P.M.

CITY OF BOYNTON BEACH ATTEST:

_____

Maylee De Jesús, MPA, MMC
City Clerk

Joint City Commission/CRA 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, April 8, 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
Tammy Stanzione, Deputy City Clerk

1. **Openings**

A. Call to Order - Mayor Rebecca Shelton

Mayor Shelton called the meeting to order at 6:00 P.M.

Roll Call

Deputy City Clerk Tammy Stanzione called the roll. A quorum was present.

Agenda Approval:
1. Adoption

2. **Regular Business**

A. Discussion on House Bill 991 and Senate Bill 1242. Requested by unanimous consensus of the City Commission.

Commissioner Turkin stated that the purpose of the meeting was to discuss the CRA legislation currently under consideration in Tallahassee.

Katheryn Rossmell, CRA Counsel, provided an overview of House Bill 991 and Senate Bill 1242, highlighting the differences in language between the two bills. She clarified that while the CRA will not be dissolved in October, it would be prohibited from initiating new projects under the proposed legislation.

Commissioner Turkin emphasized that it was important that the City and the CRA work together. He noted that the waterfront, which he described as the City's number one asset, had been overlooked and stated that he would like to see increased public access. He stressed that it was crucial that a hotel be brought to the east side of the City, one that would be better than what currently exists. He directed staff and the CRA to begin working on initiatives that would support this goal.

Commissioner Kelley inquired about how to move forward to preserve funding for existing projects.

Ms. Rossmell explained that the FRA bill would remove the CRA's ability to work on events and limit its ability to pursue new grants, though she clarified that existing contracts would remain untouched. She noted that if the Senate bill advances, it would provide a clear path for the CRA to complete existing projects. She concluded by recapping what would happen depending on which bill is ultimately passed.

Commissioner Kelley stated that it was important that this conversation had been initiated and expressed that she would like to see more collaboration between the City and the CRA. She added that she was in agreement with developing the waterfront.

Vice Mayor Hay stated that the CRA had been very successful and asked if there would be any exceptions for CRAs that had demonstrated proven success.

Ms. Rossmell responded that no consensus had been reached and that there was no proposal for exceptions or waivers at this time.

Vice Mayor Hay also inquired whether medical entities would be affected by the legislation.

Ms. Rossmell clarified that the medical community was not involved with the bill.

Commissioner Turkin expressed that he appreciated the support and directed that staff and the CRA identify sites on the waterfront. He stated that he would like marina and hotel development to be included in both the City's strategic plan and the CRA plan.

There was consensus.

Commissioner Turkin recommended that another joint meeting be scheduled in a month.

3. **Adjournment**

There being no further business to discuss, the meeting was adjourned at 6:24 P.M.

CITY OF BOYNTON BEACH
ATTEST:

_____
Tammy Stanzione, CMC
Deputy City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-119- Approving a sole source agreement with CROM Coatings and Restorations, a division of CROM, LLC, for Drinking Water Storage Tank Inspections and Repairs services on an as-needed basis in an annual amount not to exceed $350,000 annually.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-119.

Explanation of Request: Contract Period: Agreement effective April 15, 2025 for (5) five years with option of two, one-year renewals.

The Utility stores treated drinking water in CROM storage tanks which are specifically made to comply with F.A.C. 62-555 and AWWA drinking water standards. These storage tanks are required to be inspected every (5) five years and maintenance performed to keep drinking water safe for human consumption. The Utilities Department would like to utilize a sole source agreement not to exceed $350,000 annually with CROM, LLC because they are the sole source of prestressed ground storage tanks and related inspection and maintenance services. If they do not maintain and repair the tanks, the warranty would be voided.

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 to provide safe drinking water to the public and meet drinking water regulations.

Budgeted Item: Yes

Account Line Item and Description: Budgeted funding is available in Utilities account 401-2811-536.46-40, Water Tank/Tower Repair & Maintenance.

Fiscal Impact: The fiscal impact is $350,000 annually as budgeted.

Attachments:
R25-119 Agenda_Item_2955-2025_Resolution_for_CROM.docx
Exhibit A to Resolution M001RBOY_Sole_Source_Agreement_Services_FE.pdf
Sole Source Letter - Boynton Beach, FL M001RBOY.pdf

RESOLUTION NO. R25-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY AND CROM COATINGS AND RESTORATIONS, A DIVISION OF CROM LLC, FOR GROUND STORAGE TANK INSPECTION AND REPAIR SERVICES ON AN AS-NEEDED BASIS IN AN ANNUAL AMOUNT NOT TO EXCEED $350,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City needs repairs on drinking water storage tanks; and

WHEREAS, CROM Coatings and Restorations, a division of CROM LLC ("Vendor"), is the sole source to provide inspections, repairs, and modifications on all CROM, LLC prestressed composite tanks; and

WHEREAS, utilizing another vendor would void the warranty for these tanks; and

WHEREAS, per the procurement policy, Section X. Alternatives To Formal Seal Bids 5. Allows for Sole Source Services and Purchases, and 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. 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 proprietary 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 the Vendor to provide ground storage tank inspection and repair services (the "Services") on an as-needed basis; 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 CROM Coatings and Restorations, a division of CROM LLC, for ground storage tank inspection and repair services on an as-needed basis in an annual amount not to exceed $350,000.

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 Agreement between the City and CROM Coatings and Restorations, a division of CROM LLC, for ground storage tank inspection and repair services on an as-needed basis in an annual amount not to exceed $350,000 (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 and this Resolution.

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 Bryan Heller to forward to the Vendor.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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 CROM COATINGS AND RESTORATIONS, A DIVISION OF CROM, LLC FOR GROUND STORAGE TANK INSPECTION AND REPAIR SERVICES

This Agreement is made as of this __ day of _____, 202___, by and between CROM Coatings and Restorations ("CCR"), a division of CROM LLC, with a principal address of 250 SW 36th Terrace, Gainesville, FL 32607, 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 repairs on drinking water storage tanks, and

WHEREAS, the Vendor is the sole source to provide inspections, repairs, and modifications on all CROM, LLC prestressed composite tanks; and

WHEREAS, utilizing another vendor would void the warranty for these tanks, and

WHEREAS, per the procurement policy, Section X. Alternatives To Formal Seal Bids 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. 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 ground storage tank inspection and repair services (the "Services") on an as-needed basis; and

WHEREAS, Vendor has agreed to provide the Services 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. **SERVICES:** Vendor shall provide all equipment, materials, tasks, and labor necessary to provide ground storage tank inspection and repair services on an as-needed basis. The Services are described in further detail in **Exhibit A**. Vendor shall perform all 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 Services be free from improper workmanship and defective materials for the period specified in each quote or Task Order.

2. **METHOD OF ORDERING SERVICES:**

    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 Services via email to the Vendor describing the scope of work, fee, schedule, and deliverables and reference to this Agreement. All such Services 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 scope of work, the Vendor will submit an individual invoice of said order indicating the date the Services were rendered, the description and quantity of the Services, and the rates charged in accordance with the Agreement. In the event that $10,000 or less of work is ordered by the City, then the City will sign The Vendor's WO or send a confirming email documenting the scope, duration and the price of the work to be provided to document such an order and agreement to make payment per this CSA.

    b. Task Orders. The City may issue a Task Order for work valued at $10,000 or more and/or for specific orders that may require a detailed scope of work, specific completion 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 B**. 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 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 Services rendered by Vendor to the City, the City shall pay the Vendor an annual amount not to exceed Three Hundred Fifty Thousand Dollars ($350,000.00) ("Fee"). Fees shall be charged in accordance with the Fee Schedule

attached hereto as **Exhibit C**, and as specified in each quote or Task Order. 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.

5. **TERM:** This Agreement shall be for an initial term of five (5) years, commencing on _____, 2025, and shall remain in effect through _____, 2030 ("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 Services. 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: CROM, LLC
250 SW 36TH TERRACE
GAINESVILLE, FL 32607
Contact: Cameron Kenyon, P.E.
Contact Address: 2090 Palm Beach Lakes Blvd. Suite 304
West Palm Beach, FL 33409
Telephone: 352-440-1721
Email:_ckenyon@cromcorp.com & risk@cromcorp.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 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 after such Services are performed; 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 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 the 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:** If either Party sues 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 compatible with the City's information technology systems.

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 executing 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:** Either Party may terminate this Agreement for convenience upon fourteen (14) calendar days of written notice, in which event the Vendor shall be compensated for 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 reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the Indemnified Party arising out of or resulting from and to the extent of: (A) Vendor's performance or breach of Agreement, (B) 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 reasonable 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 rightfully 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 / MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES:** 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 nor Vendor be liable to the other Party 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 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 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 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 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.

37. **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 City executed affidavit(s) under penalty of perjury, in a form approved by 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 7. 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.

(Signatures on following page)

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

CROM COATINGS AND RESTORATIONS ("CCR"), A DIVISION CROM, LLC

Robert G Oyenarte

(Signature)

Robert G. Oyenarte

Print Name of Authorized Official

CEO

Title



(Corporate Seal)

Attest/Authenticated:

Cody Galloway

(Signature), Witness

Cody AH Galloway

Print Name

Assist. Sec. & Contr. Atty.

EXHIBIT A
SCOPE OF SERVICES

Vendor will provide all necessary labor, materials, and equipment to perform inspections, preventative maintenance, corrective maintenance and upgrades on infrastructure asset structures ("structures") for City. All work will be completed in accordance with applicable codes and standards including OSHA, AWWA, and ACI.

Types of Services

Typical services furnished by Vendor include:

a. Inspections
    i. Structural evaluations
    ii. Standard compliance testing
    iii. Coating evaluations
    iv. Photo/Video documentation
    v. Condition assessment reports
b. Coatings
    i. Interior/Exterior coatings
c. Corrective Maintenance/Rehabilitation
    i. Concrete repairs
    ii. Crack repair
    iii. Epoxy injection
    iv. Joint repair
    v. Leak remediation
    vi. . Concrete surface preparation
    vii. Interior/Exterior coatings
    viii. Structural repairs
    ix. Shotcrete
d. Upgrades/Retrofit
    i. Waterproofing and sealants
    ii. Seismic upgrades
    iii. Additional piping
    iv. Safety/Security enhancements
    v. Improved access (wall or roof)
    vi. Baffle walls/Mixing systems
    vii. Antennae Support Structures

Additional Conditions and Criteria

a. Repair materials that are in contact with potable water will be NSF 61 compliant.
b. Vendor will perform site visits to ascertain existing conditions of the areas before providing estimates or performing work.
c. Work shall conform to current regulatory and safety requirements, as well as following

guidelines for product use from manufacturers at the time of service.

d. Vendor will ensure conditions on the work site reflect good housekeeping and safety practices at all times. Vendor will be responsible for removing trash and debris from the work site related to the work performed pursuant to a Direct Order or Task Order.
e. CCR will only store equipment and products directly related to the maintenance services at the work site.

Response Time

a. Vendor will respond to each request for corrective service or for a project estimate within five-business days of notification and provide a written estimate within ten business days after evaluation. City shall notify Vendor via email or phone call.
b. Vendor shall provide a crew onsite for emergency services within forty-eight hours of receiving an emergency request via email or telephone.

Materials and Services Furnished by City or Others

It is understood that the following services shall be provided by others without expense to Vendor:

a. City will grant or obtain free access to the site for all equipment and personnel necessary for Vendor to perform the work set forth in this Agreement or any Task Order. The City will notify any and all processors of the project site that City has granted Vendor free access to the site. VENDOR will take reasonable precautions to minimize damage to the site, but it is understood by City that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement or any Task Order unless so specified in writing.
b. The City is responsible for the accuracy of locations for all subterranean structures and utilities. Vendor will take responsible precautions to avoid known subterranean structures.
c. A continuous supply of potable water under minimum pressure for the use of the Vendor crew within 100-feet of the work site.
d. A continuous supply of electricity during the period of work: one 100-AMP, 110/220-volt service for the operation of our power tools and accessories, located not more than 100-feet from the work site. Please be sure that all circuit breakers are ground-fault protected. If it is necessary for Vendor to supply its own electric power, add $500.00 per week to the price.
e. Any permit or other fees from any Authority Having Jurisdiction (AHJ) as may be required for the work including, but not limited to, all connect/disconnect, impact, and building/construction fees.
f. Drainage and disposal of the structure's contents. If the Vendor crew arrives onsite and the structure is not fully drained, lost time will be billed at the hourly crew rate stated in the fee schedule below.
g. Refilling of the structure’s contents.
h. Complete lock out and tag out of the subject structure, as required, prior to personnel entering the structure. The City will be required to provide all materials for this process. The City will be responsible for demonstrating to Vendor that the lock-out procedure is complete and the structure is rendered "safe" before Vendor will perform air quality testing to enter

the structure(s).

i. Adhesion Testing: Method A "X-Cut Tape Test," per ASTM D3359, shall be completed by a qualified coatings inspector or coatings manufacturer representative prior to application of any new coating systems. Results of this test must be 4A or greater. If the results of this test are less than a 4A, Vendor and the City will have to re-evaluate the proposed scope of work and pricing.
j. All professional engineering design services.

EXHIBIT B
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 complete the Services and provide 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: _____
Mayor

Date: _____, 202___

Attest: _____
City Clerk

City Attorney's Office
Approved as to form and legality
By: _____

EXHIBIT C
FEE SCHEDULE

CONTINUING SERVICE AGREEMENT RATES

WATER AND WASTEWATER INSPECTIONS, PREVENTATIVE MAINTENANCE, CORRECTIVE MAINTENANCE AND UPGRADES			
Inspections	**Size of Tank in Volume**	**Level 1 DRY (Annual)**	**Level 2 DRY (Every 5 Years)**
Concrete Tanks	1,000,000	$3,500.00	$19,440.00
	3,000,000	$3,500.00	$28,990.00
Elevated Tank	1,500,000	$3,500.00	$75,490.00

Note 1: Level 2 is based on washout of the tank interior and removal of 1" or less of sediment, to be washed out through the tank floor drain.
Note 2: Sediment exceeding 1" will be invoiced based on crew hourly rate.
Note 3: Washouts requiring vacuum trucks and off-site disposal will be billed at the Subcontract rate listed below.

Preventative Maintenance, Corrective Maintenance and Upgrades	Unit of Measure	Unit Rate
Labor Crew Rate (based on 3-person crew)	Hourly	$487.50
Overtime Crew Rate (After Hours)	Hourly	$731.25
Project Manager	Hourly	$208.00
Project Engineer	Hourly	$357.50
Mobilization	Each crew	$4,170.00
Emergency mobilization (Within 48 hours)	Each crew	$6,255.00
Concrete Stripping Crew Rate	Hourly	$643.75
Concrete Stripping Overtime Rate	Hourly	$965.63
Concrete Stripping Mobilization	Each crew	$7,550.00
Materials	% Cost Plus	15%
Equipment	% Cost Plus	10%
Subcontractor	% Cost Plus	10%

The following conditions apply to the above pricing:

a. The pricing above is for commonly encountered items. Any uncommon items that are discovered during the inspections will have to be addressed on a case-by-case basis.
b. For interior repair items, each structure shall be drained before the work is performed.
c. The pricing above includes supervision, labor, materials, and equipment required to complete the work.

March 24, 2025

Via Email: hellerb@bbfl.us

Bryan Heller, MPA
124 E Woolbright Road
Boynton Beach, Florida

RE: Sole Source Letter
Boynton Beach, FL
CSA M001RBOY

Dear Mr. Heller

CROM Coatings and Restorations ("CCR") is offering ground storage tank inspection and repair services as an approved representative of CROM, LLC. CCR is a division of CROM, LLC which was formed to carry out the specific tasks to inspect, repair and modify prestressed composite tanks as well as other concrete structures.

The construction of prestressed composite tanks is a unique form of construction. The combination of materials and construction methods make the structures difficult to understand if not thoroughly knowledgeable in this technology. In order to properly address modifications, maintenance and repairs on prestressed tanks, the companies involved need to have considerable experience in how the tanks are designed and built. Current AWWA Standards state that maintenance and inspections performed on prestressed tanks should only be "performed under the direction of a professional engineer thoroughly familiar with wire- and strand-wrapped prestressed composite tanks and their construction." CROM, LLC approves CCR as the sole company for any repairs and modifications performed on all of their prestressed composite tanks. CCR has unparalleled experience in the design, construction, modification and repair of prestressed composite tanks. No other service company provides this background.

The warranty as stated by the tank manufacturer requires that they be notified before any work is performed. Any work performed is required to be done by an approved contractor. Any work performed by an unapproved contractor will void any written or implied warranties.

Thank you for giving us the opportunity to assist you. Please let us know if you have any further questions.

Sincerely,

CROM COATINGS AND RESTORATIONS



Robert G. Oyenarte, P.E.
President

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-120- Award Invitation to Bid No. PWE25-022B for the Boynton Beach Fire Station #5 EOC Re-Roofing, Waterproofing & Painting Project to Best Roofing Services LLC, and approve the Agreement with Best Roofing Services LLC in an amount of $408,451.58, plus a 10% contingency of $40,845.15 for a total not to exceed $449,296.58. Proposed Resolution No. R25-121- Approve a budget amendment amending CIP 303 Fund, increasing the budget from $375,000 to $449,297, utilizing $72,297 of the fund balance.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-120 and Proposed Resolution No. R25-121.

Explanation of Request: As part of the Fiscal Year 2025 Capital Improvement Plan (CIP), the City approved funding under CIP Fund 303 for Fire Station #5 Emergency Operations Center (EOC) upgrades. The budget includes:

- $215,000 for Project FS5 – EOC Roof, and
- $160,000 for Project FS5 – EOC Exterior Wall Sealant & Paint, for a combined total of $375,000.

The scope of work for this project includes:

- Installation of new fluid-applied waterproof roofing over the existing roof system,
- Removal and replacement of the wood trellis roof on the building's east side,
- Removal and replacement of existing exterior joint sealants, and
- Repainting of the entire exterior structure.

The Procurement Division worked with Public Works to release the Invitation to Bid (ITB) PWE25-022B on February 13, 2025. When the ITB closed on March 24, 2025, the City received three bid submissions. The Procurement Division reviewed the submissions and issued a user concurrence memorandum to the Public Works Department, requesting confirmation that Best Roofing Services was the lowest responsive and responsible bidder. Accordingly, before the Mayor and Commission, the item is to authorize the City to enter into an Agreement with Best Roofing Services, and increase the total project budget to $449,297, with $72,297 drawn from the fund balance.

How will this affect city programs or services? Construction activities may result in temporary disruptions to city operations. Emergency response services at Fire Station #5

could experience minor impacts. However, these will be minimized through phased scheduling and ongoing coordination with the Fire Department.

The project team is committed to ensuring the continuity of essential services and maintaining public safety throughout the construction period.

Budgeted Item: Yes

Account Line Item and Description: 303-4129-522.62-01 FS5 - EOC - Exterior Wall Sealant & Paint
303-4129-522.62-01 FS5 - EOC - Roof

Fiscal Impact: A Budget Amendment to Fund 303 is required.

Attachments:
R25-120 Agenda_Item_3042-2025_Resolution_for_ITB_PWE25-022B_Award.docx
R25-121 Agenda_Item_3042-2025_Resolution_for_Budget_Amendment.docx
Exhibit A - Fund 303 - Budget Amendment
25-022B Best Roofing Service - Proposal
25-022B Evaluation
User Concurrence Memo
FY2025 - FS5 EOC Roof Recoating - $450K

RESOLUTION NO. R25-120

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING INVITATION TO BID NO. PWE25-022B FOR THE BOYNTON BEACH FIRE STATION #5 EOC RE-ROOFING, WATERPROOFING & PAINTING PROJECT TO BEST ROOFING SERVICES, LLC, AND APPROVING THE AGREEMENT WITH BEST ROOFING SERVICES, LLC IN AN AMOUNT OF $408,451.58, PLUS A 10% CONTINGENCY OF $40,845.15 FOR A TOTAL NOT TO EXCEED $449,296.58; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City issued Invitation to Bid ("ITB") PWE25-022B for the Boynton Beach Fire Station #5 EOC Re-Roofing, Waterproofing & Painting Project; and

WHEREAS, the Procurement Division determined that Best Roofing Services, LLC was the lowest responsive and responsible bidder; 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 ITB No. PWE25-022B for the Boynton Beach Fire Station #5 EOC Re-Roofing, Waterproofing & Painting Project to Best Roofing Services, LLC, and approve the Agreement with Best Roofing Services, LLC in an amount of $408,451.58, plus a 10% contingency of $40,845.15 for a total not to exceed $449,296.58.

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 awards ITB No. PWE25-022B for the Boynton Beach Fire Station #5 EOC Re-Roofing, Waterproofing & Painting Project to Best Roofing Services, LLC.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between Best Roofing Services, LLC, and the City for ITB No. PWE25-022B for the Boynton Beach Fire Station #5 EOC Re-Roofing, Waterproofing & Painting Project in an amount of $408,451.58, plus a 10% contingency of $40,845.15 for a total not to exceed $449,296.58 (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. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

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. R25-121

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A BUDGET AMENDMENT FOR FISCAL YEAR 2024-2025 CAPITAL IMPROVEMENT FUND FOR THE FIRE STATION #5 EOC RE-ROOFING, WATERPROOFING & PAINTING PROJECT; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Fiscal Year 2024-2025 Budget was adopted by the City Commission by Resolution No. R24-222 on September 23, 2024; and

WHEREAS, staff is requesting Commission approval to amend the Fiscal Year 2024-2025 budget as noted specifically on Exhibit A; 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 Budget Amendment for Fiscal Year 2024-2025 Capital Improvement Fund for the Fire Station #5 EOC Re-Roofing, Waterproofing & Painting 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 approve a Budget Amendment for Fiscal Year 2024-2025 Capital Improvement Fund for the Fire Station #5 EOC Re-Roofing, Waterproofing & Painting Project, as further detailed in Exhibit A, attached hereto.

SECTION 3. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

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

CITY OF BOYNTON BEACH **Exhibit A**

BUDGET AMENDMENTS

BUDGET YEAR 2024-25, Commission Meeting 05/06/2025

		2024/25 ADOPTED BUDGET	Amendment Revenue	Amendment Budget	2024/25 AMENDED BUDGET	AMENDMENT related to PROJECT NUMBER	Project Name / Comments/ Vendor
CAPITAL IMPROVEMENT FUND							
303-0000-389.91-00	FUND BALANCE APPROPRIATED	2,091,240	72,297		2,163,537		
	Adopted Fund Total Revenues	**8,904,883**	**87,297**		**8,992,180**		
303-4129-522.62-01		375,000		72,297	447,297	FAXXXX	FS5 - EOC - Roof & Exterior Wall Sealant & Paint
	Adopted Fund Total Expenses	**8,904,883**		**87,297**	**8,992,180**		

PWE25-022B - BOYNTON BEACH FIRE STATION #5 RE-ROOFING, WATERPROOF & PAINTING PROJECT

Opening Date: February 13, 2025 4:15 PM

Closing Date: March 24, 2025 3:00 PM

Vendor Details

Company Name:	Best Roofing Services LLC
Does your company conduct business under any other name? If yes, please state:	FL
Address:	1600 NE 12th Terrace Ft Lauderdale, FL 33305
Contact:	Christine Blackman
Email:	cblackman@bestroofing.net
Phone:	954-941-9111 228
Fax:	954-941-9111
HST#:	45-2411210

Submission Details

Created On:	Thursday March 13, 2025 14:04:56
Submitted On:	Monday March 24, 2025 13:26:40
Submitted By:	Christine Blackman
Email:	cblackman@bestroofing.net
Transaction #:	077196f8-a34d-4afd-9f3c-c669df102a18
Submitter's IP Address:	147.243.243.83

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 complete in accordance with the schedules established herein.

Line Item	Description	Quantity	Unit	Unit Price	Total
1	Indemnification	1	Lump Sum	$25.0000	$ 25.00
				Subtotal:	$ 25.00

GENERAL CONDITIONS 01

Please Note: 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 this bid by lowest total per location or by lowest total per groups of locations, whichever is in the best interest of the City.

Line Item	Description	Quantity	Unit	Unit Price *	Total
1	Mobilization/Demobilization, Bonds, Insurance and General Requirements, and As-Built Record Drawings. Contractor shall be limited to a maximum of six percent (6%) of the total bid price.	1	Lump Sum	$8,678.2000	$ 8,678.20
				Subtotal:	$ 8,678.20

SELECTIVE DEMOLITION

Please Note: 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 this bid by lowest total per location or by lowest total per groups of locations, whichever is in the best interest of the City.

Line Item	Description	Quantity	Unit	Unit Price *	Total
1	Removal and Replacement of Roof top equipment.	1	Lump Sum	$0.0000	$ 0.00
2	Removal of existing joint sealants	1	Lump Sum	$8,106.3000	$ 8,106.30
3	Removal of existing wood trellis	1	Lump Sum	$15,293.4400	$ 15,293.44
				Subtotal:	$ 23,399.74

MISC. ROUGH CARPENTRY

Please Note: 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 this bid by lowest total per location or by lowest total per groups of locations, whichever is in the best interest of the City.

Line Item	Description	Quantity	Unit	Unit Price *	Total
1	New wood trellis installation	1	Lump Sum	$86,662.8100	$ 86,662.81
				Subtotal:	$ 86,662.81

THERMAL AND MOISTURE PROTECTION

Please Note: 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 this bid by lowest total per location or by lowest total per groups of locations, whichever is in the best interest of the City.

Line Item	Description	Quantity	Unit	Unit Price *	Total
1	Roof Preparation	1	Lump Sum	$29,260.6700	$ 29,260.67
2	New Fluid applied waterproof roofing	1	Lump Sum	$108,364.4600	$ 108,364.46
3	Misc. Repairs	1	Lump Sum	$0.0000	$ 0.00
				Subtotal:	$ 137,625.13

FINISHES

Please Note: 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 this bid by lowest total per location or by lowest total per groups of locations, whichever is in the best interest of the City.

Line Item	Description	Quantity	Unit	Unit Price *	Total
1	Surface Preparation of existing (walls, doors/frames, etc..)	1	Lump Sum	$17,662.8000	$ 17,662.80
2	Install new joint sealant	1	Lump Sum	$45,935.7000	$ 45,935.70
3	Repainting of existing surfaces (walls, doors/frames etc..)	1	Lump Sum	$68,437.2000	$ 68,437.20
4	Misc. Repairs	1	Lump Sum	$0.0000	$ 0.00
				Subtotal:	$ 132,035.70

ALLOWANCES

Line Item	Description	Quantity	Unit	Unit Price	Total
1	Permit Fee reimbursement	1	Lump Sum	$20,000.0000	$ 20,000.00
				Subtotal:	$ 20,000.00

Summary Table

Bid Form	Amount
GENERAL CONDITIONS 01	$ 8,678.20
SELECTIVE DEMOLITION	$ 23,399.74
MISC. ROUGH CARPENTRY	$ 86,662.81
THERMAL AND MOISTURE PROTECTION	$ 137,625.13
FINISHES	$ 132,035.70
Subtotal Contract Amount:	$ 388,401.58

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	Description	Response *	Options
1	Company Name	Best Roofing Services LLC	
2	Address	1600 NE 12 Terrace	
3	Telephone	954-941-9111	
4	City	Ft Lauderdale	
5	State	Florida	
6	Zip Code	33305	
7	Contractor's License Number	CCC1331459	
8	Federal Tax ID Number	45-2411210	
9	Email address for above signer	ztowers@bestroofing.net	
10	Indicate which type of organization from the list in the Options Column	Limited Liability	Limited Liability

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

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

BIDDER'S QUALIFICATION STATEMENT

Line Item	Description	Response *
1	How many years has your organization been in business under its present name?	47 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.	N/A
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

FIRM'S PRIMARY OWNERSHIP

Line Item	Description	Response *	If Other Please Enter Information Here: If NONE Enter the Word NONE.
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%)	Caucasian	
6	Please select the current certification your firm holds: (Note: Proof of Certification must be included in Document Upload Section)	Not Applicable	
7	Indicate the agency or agencies that have granted the certification to your firm.	Not Applicable	

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.

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.

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

Please list government agencies and/or private firms with whom you have done business during the last five years:

Line Item	Company Name *	Legal Address *	Contact Name *	Phone Number *	Email Address *
1	Broward Youth Treatment Center	8301 South Palm Drive, Pembroke Pines, Florida, 33025	Gerald Stoutamire	(850) 717-2754	gerald.stoutamire@fldjj.gov
2	Fire Rescue Training Center	3425 Jefferson Street, Miami, Florida, 33133	William Perez	(305) 297-7536	wperez@harbourconstruction.com
3	Miami Dade Youth Treatment Center	3300 NW 27th Avenue, Miami, Florida, 33142	Gerald Stoutamire	(850) 717-2754	gerald.stoutamire@fldjj.gov
4	Hugh Taylor Birch State Park	3109 E Sunrise Blvd, Ft Lauderdale, Florida, 33304	Kyle Easley	(954) 468-2791	Kyle.Easley@dep.state.fl.us
5	City of Miami Fire Station 7	314 Beacom Blvd, Miami, Florida, 33135	Guy Lessur	(305) 603-9944	gl@harbourconstruction.com

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 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.

☑ 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					
2					
3					
4					

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 - Document Upload 1.pdf - Monday March 24, 2025 11:49:13
- Scrutinized Companies and E-Verify Affidavits - Document Upload 9.pdf - Monday March 24, 2025 11:49:24
- Bid Bond and Bid Bond Acknowledgement - Document Upload 3.pdf - Monday March 24, 2025 13:18:06
- Foreign Entity Ownership Affidavit - Document Upload 4.pdf - Monday March 24, 2025 11:49:35
- Anti Human Trafficking Affidavit - Document Upload 5.pdf - Monday March 24, 2025 11:49:46
- Anti Kick Back Affidavit - Anti Kickback Affidavit.pdf - Monday March 24, 2025 11:49:56
- Certificate of Insurance - Document Upload 7.pdf - Monday March 24, 2025 11:48:36
- IRS Form W-9 - Document Upload 8.pdf - Monday March 24, 2025 11:48:49
- Proof of State Certified or County Competency Licenses - Document Upload 6.pdf - Monday March 24, 2025 11:48:59
- Optional (optional)
- Additional Document (optional)

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. - Zachary Towers, Vice President, Best Roofing Services LLC
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
PWE25-022B Boynton Beach Fires Station 5 EOC Re-Roofing, Waterproofing & Painting Project Addendum No. 3 Mon March 17 2025 03:11 PM	☑	1
PWE 25-022B – Boynton Beach Fire Station 5 EOC Re-Roof, Waterproofing, Painting Project Fri March 7 2025 05:29 PM	☑	1
PWE25-022B - Boynton Beach Fire Station 5 EOC Re-Roofing, Waterproofing & Painting Project Addendum No. 1 Fri February 28 2025 02:52 PM	☑	3

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of FLORIDA)

County of BROWARD)

ZACHARY TOWERS, being first duly sworn, deposes and says that:

1) He/She is VICE PRESIDENT (Title) of BEST ROOFING SERVICES LLC (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:

Theresa Speziale
Typed name:

Heather Torres Heather Torres
Typed name:

BIDDER:

Signed:

Name: ZACHARY TOWERS

Title: VICE PRESIDENT

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of MARCH, 2025 by ZACHARY TOWERS, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 24 day of MARCH, 20 25

Raeesa Mohammed
Notary Public (Signature)

My Commission Expires: 08/19/2028

Raeesa Mohammed
Commission # HH 584458
Commission Expires 08-19-2028
Bonded Through - Cynanotary
Florida - Notary Public

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, Zachary Towers - Vice President, on behalf of Best Roofing Services LLC certify

Print Name and Title — Company Name

that Best Roofing Services LLC 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.

Best Roofing Services LLC
COMPANY NAME

SIGNATURE

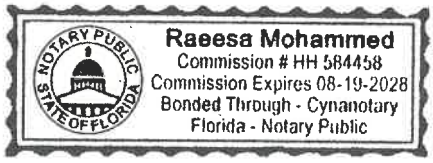
Zachary Towers
PRINT NAME

Vice President
TITLE

3.17.2025
DATE

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of MARCH, 2025 by ZACHARY TOWERS - VP, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 24 day of MARCH, 2025



Raeesa Mohammed
Notary Public (Signature)

08/19/2028
My Commission Expires:

E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

Project Name: Boynton Beach Fire Station #5 Re-roofing, Waterproof & Painting Project

Solicitation No.: _____

1. Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

"E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

2. Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

a) All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
b) All persons (including sub-vendors/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:	Best Roofing Services LLC
Authorized Signature:	
Print Name:	Zachary Towers
Title	Vice President
Date:	03/24/2025
Phone:	954-941-9111

STATE OF FLORIDA)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 24 day of MARCH, ~~2024,~~ 2025 by ZACHARY TOWERS on behalf of BEST ROOFING SERVICES LLC He/she is personally known to me or has produced _____ as identification.

Raeesa Mohammed
Commission # HH 584458
Commission Expires 08-19-2028
Bonded Through - Cynanotary
Florida - Notary Public

Raeesa Mohammed
NOTARY PUBLIC
RAEESA MOHAMMED
(Name of Notary Typed, Printed or Stamped)

Title or Rank

Serial number, if any

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Best Roofing Services LLC
1600 NE 12th Terrace
Fort Lauderdale, FL 33305

SURETY:
(Name, legal status and principal place of business)
Ascot Surety & Casualty Company
55 W 46th Street
New York, NY 10036
A CO Corporation

OWNER:
(Name, legal status and address)
City of Boynton Beach, Florida
100 East Ocean Avenue
4th Floor-Purchasing
Boynton Beach, FL 33435

BOND AMOUNT: $ Five Percent of Amount Bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)
Boynton Beach F.S. #5/EOC Re-roofing, Ext. Waterproofing & Painting
City of Boynton Beach, Florida

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.

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

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User Notes: (3B9ADA2C)

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 24th day of March , 2025

	Best Roofing Services LLC
	(Contractor as Principal) *(Seal)*
(Witness)	Dale E Ely, Vice President
	(Title)
	Ascot Surety & Casualty Company
	(Surety) *(Seal)*
(Witness) Emily Langley	*(Title)* Samuel F. Acadia, III, Attorney-in-Fact

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AIA® Document D401™ – 2003

I, Samuel F. Audia, III, Attorney-in-Fact, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 09:46:05 CT on 03/24/2025 under Order No. 4104251021 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ - 2010, Bid Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

Samuel F. Audia, III

(Signed)

Samuel F. Audia, III, Attorney-in-Fact

(Title)

March 24, 2025

(Dated)

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Ascot Surety & Casualty Company
Ascot Insurance Company
55 W 46th Street, 26th Floor
New York, NY 10036

Power of Attorney

KNOW ALL MEN BY THE PRESENTS:
That **Ascot Surety & Casualty Company** and **Ascot Insurance Company**, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Mark W Edwards,II,Jeffrey M Wilson,William M Smith,Richard H Mitchell,Robert R Freel,Alisa B Ferris,Anna Childress,and Samuel F. Audia,III

of Birmingham,AL (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed $50,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Office, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof:

RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1st day of July 2024.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

Matthew Conrad Kramer (Chief Executive Officer)

Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 1st day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires June 30, 2029

Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 24th day of March, 20 25.

ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY

John Gill, Secretary

All Claims Notices should be sent to Ascot Surety & Casualty Company 55 W 46th St, 26th Floor, New York NY 10036: Attention Surety Claims suretyclaims@ascotgroup.com

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: 24 March, 2025

Entity: BEST ROOFING SERVICES LLC

Signed: _____

Name: Zachary Towers

Title: Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of MARCH, 2025, by ZACHARY TOWERS, as VICE PRESIDENT for BEST ROOFING SERVICES LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Raeesa Mohammed

Print Name: RAEESA MOHAMMED

State of Florida at Large (Seal)

Raeesa Mohammed
Commission # HH 584458
Commission Expires 08-19-2028
Bonded Through - Cynanotary
Florida - Notary Public

My commission expires: 08/19/2028

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: 24 MARCH, 2025

Entity: BEST ROOFING SERVICES LLC

Signed: [signature]

Name: Zachary Towers

Title: Vice President

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of MARCH, 2025, by ZACHARY TOWERS, as VICE PRESIDENT for BEST ROOFING SERVICES LLC, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Raeesa Mohammed

Print Name: RAEESA MOHAMMED

State of Florida at Large (Seal)

Raeesa Mohammed
Commission # HH 584458
Commission Expires 08-19-2028
Bonded Through - Cynanotary
Florida - Notary Public

My commission expires: 08/19/2028

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 24 day of MARCH, 2026 by ZACHARY TOWERS, as VICE PRESIDENT of BEST ROOFING who is personally known to me or who has produced _____ as identification.

Sworn and subscribed before me
this 24 day of MARCH, ~~2024~~ 2025

Printed Information:

Zachary Towers
NAME

Vice President
TITLE

Raeesa Mohammed
NOTARY PUBLIC, State of Florida
at Large

Best Roofing Services LLC
COMPANY

"OFFICIAL NOTARY SEAL" STAMP

Raeesa Mohammed
Commission # HH 584458
Commission Expires 08-19-2028
Bonded Through - Cynanotary
Florida - Notary Public

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/2024

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
McGriff Insurance Services, LLC
2000 International Park Drive
Suite 600
Birmingham, AL 35243

CONTACT NAME: Kristina Alexander x9480
PHONE (A/C, No, Ext): 1-800-476-2211 **FAX (A/C, No):**
E-MAIL ADDRESS: kristina.alexander@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Navigators Specialty Insurance Company	36056
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Best Roofing Services LLC
DBA Best Roofing
1600 NE 12th Terrace
Fort Lauderdale, FL 33305

COVERAGES **CERTIFICATE NUMBER:** UQPRCYU9 **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: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ZAGLB1020105	05/01/2024	05/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 500,000 15,000 1,000,000 2,000,000 2,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ZACAT1042305	05/01/2024	05/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			ZAULP1060305	05/01/2024	05/01/2025	EACH OCCURRENCE AGGREGATE	$ $	2,000,000 2,000,000
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ZAWCI1002905	05/01/2024	05/01/2025	[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
B	Excess Liability			LA24EXCZ020FWIC	05/01/2024	05/01/2025	Each Occurrence Aggregate	$ $	7,000,000 7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Insurance
1600 NE 12th Terrace
Fort Lauderdale, FL 33305

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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.)

Best Roofing Services, LLC dba Best Roofing

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) . . . . P

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.

1600 NE 12th Terrace

Requester's name and address (optional)

6 City, state, and ZIP code

Fort Lauderdale, FL 33305

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

4	5	–	2	4	1	1	2	1	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** Dale E Ely, CFO **Date** 01/02/2025

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

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ROBERTS, EDWARD P III

BEST ROOFING
1600 NE 12TH TERRACE
FORT LAUDERDALE FL 33305

LICENSE NUMBER: CCC1331459

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/10/2024

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.

719

25-022B Boynton Beach Fire Station # 5 Re-Roofing, Waterproofing & Painting Project			
Bid Due Date: March 24, 2025 @ 3:00 PM	Best Roofing, LLC.	Thousand and One Painting	Solarguard Roofing, Inc.
Bid Pricing Form	X	X	X
Licenses, Business Permits	CCC1331459	CGC1509946	CBC036305
Bidder's Qualification Statement	X	X	X
W-9	X	X	X
COI	X	X	X
Scrutinized Companies Form FS 287.135	X	X	X
E-Verify Form Pursuant / F.S. 448.095	X	X	X
Affidavit of Compliance / Foreign Entity Laws	X	X	X
Affidavit of Compliance /Anti-Human Trafficking	X	X	X
Affidavit of Anti-Kickback	X	X	X
Affidavit of Non Collusion	X	X	X
Vendor Drug Free Workplace	X	X	X
Confirmation of Minority Owned Business / WBE / SBE	N/A	SBE / Palm Beach Cty School District // MBE PBC School District	N/A
Firm's Primary Ownership	X	X	X
References	X	X	X
Bid Bonds	X	X	X
Subcontractors	X	X	N/A
Certification	X	X	X
Palm Beach County Inspector General Acknowledgement	X	X	X
Conflict of Interest	X	X	X
Addenda Acknowledgement (1 - 3)	X	X	X
Total Contract Amount:	$ 408,451.08	$ 993,131.00	$ 1,056,525.00

25-022B Boynton Beach Fire Station 5 Re-Roofing, Waterproofing and Painting Project										
				Best Roofing Services,		Thousand and One Painting		Solarguard Roofing		
Line Item	Description	QTY.	Unit of Measure	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1	Indemnification	1	Lump Sum	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	$ 25.00	
	General Conditions									
2	Mobilization/Demobilization Bonds, Insurance and General Requirements, and As-Built Record Drawings. Contractor shall be limited to a max of six percent (6%) of the total bid price.	1	Lump Sum	$ 8,678.20	$ 8,678.20	$ 32,087.00	$ 32,087.00	$ 62,750.00	$ 62,750.00	
	Total General Conditions				$ 8,678.20		$ 32,087.00		$ 62,750.00	
	Selective Demolition									
1	Removal and Replacement of roof top equipment	1	Lump Sum	$ -	$ -	$ 1,731.00	$ 1,731.00	$ 17,000.00	$ 17,000.00	
2	Removal of existingjoints and sealants	1	Lump Sum	$ 8,106.30	$ 8,106.30	$ 5,804.00	$ 5,804.00	$ 22,000.00	$ 22,000.00	
3	Removal of existing wood trellis	1	Lump Sum	$ 15,293.44	$ 15,293.44	$ 2,282.00	$ 2,282.00	$ 6,000.00	$ 6,000.00	
	Total Selective Demolition				$ 23,399.74		$ 9,817.00		$ 45,000.00	
	Misc. Rough Carpentry									
1	New Wood Trellis installation	1	Lump Sum	$ 86,662.81	$ 86,662.81	$ 21,400.00	$ 21,400.00	$ 13,750.00	$ 13,750.00	
	Total Misc. Rough Carpentry				$ 86,662.81		$ 21,400.00		$ 13,750.00	
	THERMAL & MOISTURE PROTECTION									
1	Roof Preparation	1	Lump Sum	$ 29,260.67	$ 29,260.67	$ 108,467.00	$ 108,467.00	$ 34,750.00	$ 34,750.00	
2	New Fluid applied / waterproof roofing	1	Lump Sum	$ 108,364.46	$ 108,364.46	$ 707,257.00	$ 707,257.00	$ 674,750.00	$ 674,750.00	
3	Misc. Repairs	1	Lump Sum	$ -	$ -	$ 24,424.00	$ 24,424.00	$ 6,000.00	$ 6,000.00	
	Total				$ 137,625.13		$ 840,148.00		$ 715,500.00	
	Finishes									
1	Surface Preparation of existing walls, doors/frames, etc.	1	Lump Sum	$ 17,662.80	$ 17,662.80	$ 9,930.00	$ 9,930.00	$ 20,000.00	$ 20,000.00	
2	Install new joint sealant	1	Lump Sum	$ 45,935.70	$ 45,935.70	$ 8,274.00	$ 8,274.00	$ 57,750.00	$ 57,750.00	
3	Repainting of existing surfaces, walls doors/frames, etc.	1	Lump Sum	$ 68,437.20	$ 68,437.20	$ 50,950.00	$ 50,950.00	$ 116,750.00	$ 116,750.00	
4	Misc. Repairs	1	Lump Sum	$ -	$ -	$ 500.00	$ 500.00	$ 5,000.00	$ 5,000.00	
	Total Finishes				$ 132,035.70		$ 69,654.00		$ 199,500.00	
	Subtotal of All Items				$ 388,426.58		$ 973,106.00		$ 1,036,500.00	
	Allowances									
1	Permit Fee reimbursement	1	Lump Sum	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	$ 20,000.00	
	Total Allowances				$ 20,000.00		$ 20,000.00		$ 20,000.00	
	GRAND TOTAL INCLUDING INDEMNIFICATION AND ALLOWANCE				$ 408,451.58		$ 993,131.00		$ 1,056,525.00	

CITY OF BOYNTON BEACH
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES DEPARTMENT
PURCHASING DIVISION

TO: **Jose Murray, Project Manager** **DATE:** **April 1,2025**

FROM: **Rhonda Kaplan**
Sr. Procurement Specialist

RE: **25-022B – Boynton Beach Fire Station #5 EOC Re-Roofing, Waterproofing & Painting Project.**

Recommendation:

To award to the lowest responsive bidder, **Homrich Corp.** for **PWE25-022B – Boynton Beach Fire Station #5 EOC Re-Roofing, Waterproofing & Painting Project.**

_____ After review by Public Works, we concur to recommend award to **BEST ROOFING SERVICES** the low responsive and responsible bidder, in the total bid amount of **Four Hundred eight thousand, Four Hundred Fifty One Dollars and Fifty Eight Cents ($408,451.58).**

_____ After review by Public Works, we do **NOT** concur to recommend award to the low responsive bidder, **Name of Lowest Responsive and Responsible Bidder.**

Specific and Detailed Reason(s) for Rejection. Attach further backup justification.

Authorized Signer: _____

Signature: _____

Date: _____

Cc: Rick Hoffer, Assistant Director, Public Works
Kevin Ramsey, Director, Public Works

Return to: Rhonda Kaplan, Sr. Procurement Specialist, Purchasing Division

Capital Improvement Program
Fire Station

Project Name:	Fire Station # 5-EOC Roof Reroofing, Waterproofing, and		**Dept./Location:**	Fire	
Project #:			**Project Type:**	Improv/Renovation	
		Amount			
Project G/L #:		$ 450,000	**Project Manager:**		Design
				Jose Murray	Construction
			Project Duration:	120 Days	

PROJECT DESCRIPTION

The scope of work for this project is the installation of new fluid applied waterproof roofing over the existing waterproof roofing, the removal/replacement wood trellis roof on the east side of the building, removal/replacement of existing exterior joint sealants, and repainting the existing building in its entirety.

PROJECT PICTURE (Copy and Paste or Insert)



BUSINESS CASE

This Building is not only an Active Fire Station, 911 Call Center,Communication Hub for the City,but also is the back-up EOC for palm Beach County. This building must be maintained at the highest level. This Building is 15 years old and the maintenance project is overdue.

DISTRICT 2

PROJECT SCHEDULE

	Start		Completion	
	Estimated	Actual	Estimated	Actual
Planning / Study				
Design				
Contract Advertise/Award				
Construction	Jun-25		Sep-25	
Project In Service Date				

PROJECT CRITERIA

Replacement of Facilities/Equipment (New)	x
Expansion of Facilities (Modification)	
Enhance Service to Public	x
Regulatory or Commission Mandate	
Reduce Costs	
Generate Revenue	
Health & Safety	x
Security / Fire Control	x
ADA Complaince	

PROJECT PRIORITY

High	x	Critical - tied to mandates or safety
Medium		Maintain level of service, operational savings
Low		Moderate benefit

RISK / CHALLENGES

Risk of not maintaining the Exterior Sealant could pose water instrusions,insect infestations,and Health Issues of the Occupants

SOURCE OF FUNDS	Prior Years	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Project Total
General Gov't CIP Fund (302)	$0	$0	$0	$0	$0	$0	$0
Local Gov't Surtax Cap Fund (303)	$0	$450,000	$0	$0	$0	$0	$450,000
Local Option Gas Tax (104)	$0	$0	$0	$0	$0	$0	$0
Parks & Rec Trust Fund (141)	$0	$0	$0	$0	$0	$0	$0
Rec Program Revenue Fund (172)	$0	$0	$0	$0	$0	$0	$0
Public Service Debt Fund (207)	$0	$0	$0	$0	$0	$0	$0
Utility Cap Improv Fund (403)	$0	$0	$0	$0	$0	$0	$0
Utility Cap Fees (404)	$0	$0	$0	$0	$0	$0	$0
Golf Fund (411)	$0	$0	$0	$0	$0	$0	$0
Debt	$0	$0	$0	$0	$0	$0	$0
Grants / Donations	$0	$0	$0	$0	$0	$0	$0
TOTAL	$0	$450,000	$0	$0	$0	$0	**$450,000**

USE OF FUNDS	Prior Years	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29	Project Total
Planning/Design	$0	$0	$0	$0	$0	$0	$0
Construction	$0	$450,000	$0	$0	$0	$0	$450,000
Furniture & Equipment	$0	$0	$0	$0	$0	$0	$0
Technology Software/Hardware	$0	$0	$0	$0	$0	$0	$0
Art (1% of Construction)	$0	$0	$0	$0	$0	$0	$0
Contingency	$0	$0	$0	$0	$0	$0	$0
Program Management	$0	$0	$0	$0	$0	$0	$0
TOTAL	**$0**	**$450,000**	**$0**	**$0**	**$0**	**$0**	**$450,000**

Impact on Operating Budget	Prior Years	FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/29
Revenues (List:_____)	$0	$0	$0	$0	$0	$0
Personnel	$0	$0	$0	$0	$0	$0
Other Operating	$0	$0	$0	$0	$0	$0
Supplies	$0	$0	$0	$0	$0	$0
Capital Outlay	$0	$450,000	$0	$0	$0	$0
TOTAL	**$0**	**$450,000**	**$0**	**$0**	**$0**	**$0**

Submitted by: Kevin Ramsey

Dept. Director: Andrew Mack

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-122- Approving Amendment No. 1 (with 100% principal forgiveness) to the State of Florida Department of Environmental Protection Drinking Water State Revolving Fund Planning and Design Loan Agreement DW501300 to develop the Water Treatment plant(s) planning and design project(s) intended to address drinking water compliance with proposed regulations related to emerging contaminants, to increase the loan amount by $232,821 and provide a one-year extension through August 15, 2027.

Requested Action:

Staff recommends approval of Proposed Resolution No. R25-122.

Explanation of Request:

The City of Boynton Beach (City) owns and operates two water treatment facilities: The East Water Treatment Plant and the West Water Treatment Plant. The City's water treatment facilities serve a population of 112,000. The City's water sampling program has identified the presence of emerging contaminants (PFAS), which are listed on the United States Environmental Protection Agency's Fifth Unregulated Contaminant Monitoring Rule (USEPA's UCMRS), in the raw water that supplies the WTP. Under recent USEPA action, proposed maximum contaminant levels (MCLs) have been established for certain PFAS constituents (PFOS and PFOA), together with a compliance deadline of December 2026.

The City is preparing to evaluate alternatives for improvements to both facilities to comply with proposed PFAS regulations, evaluating the existing treatment processes and other treatment technologies that may be incorporated into the process that may cost-effectively maintain compliance with the subject regulations.

Florida Statutes provide loans to local government agencies to finance the planning, design, and construction of drinking water treatment facilities. The Florida Administrative Code rules require authorization to apply for loans, establish pledged revenues, designate an authorized representative, provide assurances of compliance with loan program requirements, and enter into a loan agreement; the State Revolving Fund loan priority list designates Project No. DW501300 as eligible for available funding.

Amendment No. 1 increases funds by $232,821 for this project and provides a one-year extension until August 15, 2027.

How will this affect city programs or services?

The City of Boynton Beach is dedicated to the health and well-being of its residents and finds it imperative to accept and approve Amendment No. 1. This critical project involves securing a loan to enhance the City's water treatment facilities, specifically targeting emerging contaminants. By investing in cleaner, safer water, we are safeguarding public health, supporting sustainable development, and ensuring a healthier, more promising future for all members of our community.

Account Line Item and Description: N/A

Fiscal Impact:

The State Revolving Fund loan offered by the Florida Department of Environmental Protection is expected to fund $5,400,000 for the total project.

Attachments:
R25-122 Agenda_Item_3077-2025_Resolution_for_Amd_1_to_FDEP_Drinking_Water_Loan_agmt.docx
Exhibit A to Resolution - Attachment 1 -Boynton Beach DW501300 A1 - inc - EC.pdf
Attachment 2- DW501300- Federal Funding Accountability and Transparency Act Form.pdf
Attachment_3_-_City_of_Boynton_Beach_-_DW501300_-Fully Executed.pdf
Attachment 4 - R23-185.pdf

RESOLUTION NO. R25-122

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AMENDMENT NO. 1 TO THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DRINKING WATER STATE REVOLVING FUND PLANNING AND DESIGN LOAN AGREEMENT DW501300; AND FOR ALL OTHER PURPOSES.

WHEREAS, the State of Florida Department of Environmental Protection ("FDEP") and the City entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW501300, authorizing a Loan amount of $5,167,179, excluding Capitalized Interest; and including a Principal Forgiveness amount of $5,167,179, approved by Resolution No. R23-185 on December 19, 2023; and

WHEREAS, the City is entitled to additional financing in the amount of $232,821, excluding Capitalized Interest and including a Principal Forgiveness amount of $232,821; 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 State of Florida Department of Environmental Protection Drinking Water State Revolving Fund Planning and Design Loan Agreement DW501300.

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 Amendment No. 1 to the State of Florida Department of Environmental Protection Drinking Water State Revolving Fund Planning and Design Loan Agreement DW501300 (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. 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. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The Mayor-executed Amendment shall be forwarded to Mirna Crompton to obtain execution of the Amendment by FDEP. Mirna Crompton shall be responsible for ensuring that one fully executed Amendment 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]

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

STATE REVOLVING FUND
AMENDMENT 1 TO LOAN AGREEMENT DW501300
CITY OF BOYNTON BEACH

This amendment is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF BOYNTON BEACH, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

The Department and the Project Sponsor entered into a Drinking Water State Revolving Fund Loan Agreement, Number DW501300, authorizing a Loan amount of $5,167,179, excluding Capitalized Interest; and including a Principal Forgiveness amount of $5,167,179; and

The Project Sponsor is entitled to additional financing in the amount of $232,821, excluding Capitalized Interest and including a Principal Forgiveness amount of $232,821; and

Certain provisions of the Agreement need revision and provisions need to be added to the Agreement.

The Parties hereto agree as follows:

1. Subsection 2.03(1) of the Agreement is deleted and replaced as follows:

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

REMAINDER OF PAGE INTENSIONALLY LEFT BLANK

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
4E-02D65722-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	$5,167,179	149953
Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
4E-02D65723-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	$204,000	149953
Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
4E-02D65724-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	$28,821	149953

2. Section 8.08 of the Agreement is deleted and replaced as follows:

8.08. SIGNAGE.

The Project Sponsor agrees to comply with signage guidance in order to enhance public awareness of EPA assistance agreements nationwide. A copy of this guidance is listed on the Department's webpage at https://floridadep.gov/wra/srf/content/state-revolving-fund-resources-and-documents as "Guidance for Meeting EPA's Signage Requirements".

3. Section 8.12 of the Agreement is deleted and replaced as follows:

8.12. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

4. Section 8.13 is added to the Agreement as follows:

8.13. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

The Project Sponsor and any contractors/subcontractors are prohibited from obligating or expending any Loan or Principal Forgiveness funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

5. Additional financing in the amount of $232,821 of which the principal forgiveness is $232,821, excluding Capitalized Interest, is hereby awarded to the Project Sponsor.

6. The Project Sponsor and the Department acknowledge that the actual cost of the Project has not been determined. Project cost adjustments may be made as a result of mutually agreed upon Project changes. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. If the Project Sponsor receives other governmental financial assistance for this Project, the costs funded by such other governmental assistance will not be financed by this Loan. The Department shall establish the final Project costs after its final inspection of the Project records. Changes in Project costs may also occur as a result of an audit.

The estimated Project costs are revised as follows:

CATEGORY	PROJECT COSTS ($)
Planning and Design Activities	5,400,000
Less Principal Forgiveness	(5,400,000)
TOTAL (Loan Amount)	0

7. The items scheduled under Section 10.07 of the Agreement are rescheduled as follows:

(2) Completion of all Planning and Design Activies is scheduled for August 15, 2027.

8. Section 10.08. of the Agreement is added as follows:

10.08. SPECIAL CONDITIONS.

Prior to execution of this Agreement, the Project Sponsor shall submit the following:

(1) A certified copy of the Resolution which authorizes the application, establishes the Pledged Revenues, and designates an Authorized Representative for signing the application and executing the Loan Agreement; and

(2) A completed Federal Funding Accountability and Transparency Act Form.

9. All other terms and provisions of the Loan Agreement shall remain in effect.

This Amendment 1 to Loan Agreement DW501300 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this amendment to the Loan Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this amendment to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this amendment shall be as set forth below by the Department.

for
CITY OF BOYNTON BEACH

_____
Mayor

Attest: Approved as to form and legal sufficiency:

_____ _____
City Clerk City Attorney

SEAL

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____ _____
Secretary or Designee Date

Florida Department of Environmental Protection
Federal Funding Accountability and Transparency Act Form – Subaward to a Recipient

Submit completed form to: Contracts_Adm@FloridaDEP.gov

Purpose: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Department of Environmental Protection ("DEP") must use to capture and report subaward and executive compensation data regarding first-tier subawards that obligate $30,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).
[Note: This reporting requirement is not applicable for the procurement of property and services obtained by the DEP through a Vendor relationship. Refer to 2 CFR Ch. 1 Part 170 Appendix A, Section I.c.3 for the definition of "subaward".]

Organization and Project Information: As of October 1, 2015, the following information must be provided to the DEP prior to the DEP's issuance of a subaward (Agreement) that obligates $30,000 or more in federal funds as described above. Please provide the following information and return the signed form to DEP as requested. If you have any questions, please contact the DEP's Bureau of General Services, Contracts Team at Contracts_Adm@FloridaDEP.gov or at telephone number 850/245-2361 for assistance.

UEI: FYYMUAVJDKC6
(UEI must be twelve (12) characters not including dashes)*
Federal Award ID Number (FAIN#): 59-3764477
Catalog of Federal Domestic Assistance (CFDA)#: 66.468
DEP Assigned Grant Agreement#: DW501300
Dollar Amount of Grant Disbursement: $ 5,400,000.00

**** If your company or organization does not have a UEI number, you will need to refer to the Sam.gov website at https://sam.gov/content/home to register your entity to request a Unique Entity ID.***

Business Name: City of Boynton Beach
DBA Name (If applicable):

Principal Place of Business Address:

Address Line 1: 100 E. Ocean Ave
Address Line 2:
Address Line 3:
City: Boynton Beac State: FL Zip+4: 33435-4515

Description of Project (up to 4000 characters):

The City of Boynton Beach (City) owns and operates two water treatment facilities: The East Water Treatment Plant (WTP) (PWS ID No. 4500145-0l(E)), a 24 million gallon per day (mgd) capacity conventional treatment plant that utilizes lime softening, multi-media gravity filtration, and Magnetic Ion Exchange (Miexe) processes, and the West WTP (PWS ID No. 4500145-02(W)), a 10 mgd capacity nanofiltration (NF) plant. Both WTPs utilize raw water from the surficial Biscayne Aquifer. The City's water treatment facilities serve a population of 112,000. The City is considered a financially disadvantaged community because it has a median household income (MHI) of $60,980, which is less than the State of Florida's MHI ($61,777). The City's water sampling program has identified the presence of emerging contaminants (PFAS), that are listed on the United States Environmental Protection Agency's Fifth Unregulated Contaminant Monitoring Rule (USEPA's UCMRS), in the raw water that supplies the East WTP. Under recent USEPA action, proposed maximum contaminant levels (MCLs) have been established for certain PFAS constituents (PFOS and PFOA), together with a compliance deadline of December 2026. Based on data from other NF facilities in South Florida, it is expected that the West WTP NF process is capable of meeting the proposed PFAS regulations, while upgrades may be necessary for the East WTP to comply with the proposed PFAS regulations. The City is preparing to evaluate alternatives for improvements to both facilities to comply with proposed PFAS regulations, evaluating the existing treatment processes as well as other treatment technologies that may be incorporated into the process that may cost-effectively maintain compliance with the subject regulations. This application is for funding of the planning and design phase of a program that is intended to address the public health and welfare of the City's drinking water customers by providing compliance with the proposed PFAS regulations for the long term, in the most cost-effective manner possible. The proposed program consists of:

1. Preparation of a study to evaluate the ability of the existing treatment processes to meet the subject regulations. Based on data available to date, it appears that the existing East WTP treatment process will require upgrades to meet the proposed maximum contaminant levels (MCLs) for PFAS constituents. This study will evaluate the following alternatives:

a. Upgrading the existing process with granular activated carbon (GAC) as necessary to comply with the subject regulations.

b. Upgrading the existing process with anion exchange (e.g., expanding the existing Miexe process if it is found to remove PFAS constituents, or adding a new PFAS-specific anion exchange treatment step to the existing process), as necessary to comply with the subject regulations.

c. Decommissioning the existing conventional treatment process and replacing it with an equal capacity membrane process (nanofiltration, NF, or reverse osmosis, RO) to replace the lost conventional treatment capacity, as necessary to meet demands.

d. The alternative analysis will also consider a variation of the membrane alternative under "c" above as follows: because the West WTP NF process currently has a Class I concentrate disposal well, it may be more cost-effective to construct the additional (PFAS-compliant) membrane treatment capacity at the West WTP (to utilize the existing well), rather than at the East WTP, to replace the (non-PFAS-compliant) conventional treatment capacity at the East WTP.

2. Design of the improvements identified in the above alternative analysis study.

In summary, upon completion of the alternative evaluation described herein (i.e., preparation of a Facilities Plan with an Environmental Assessment Report in accordance with 62-503.700, F.A.C. and 62-503.751, F.A.C. the City intends to proceed with the design phase to prepare for implementing the recommended treatment alternative.

Principal Place of Project Performance (If different than principal place of business)

Address Line 1: 124 East Woolbright Road
Address Line 2:
Address Line 3:
City: Boynton Beach State: FL Zip+4: 33435-6040

Congressional District for Principal Place of Project Performance: FL-22
(Providing the Zip+4 ensures that the correct Congressional District is reported.)

Executive Compensation Information:

○ YES	◉ NO	1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; and, (b) $30,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

If the answer to Question 1 is "Yes," continue to Question 2.
If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

○ YES	○ NO	◉ N/A	2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15 (d) of the Securities Exchange Act of 1934 (15 U.S.C. 78 m (a), 78 o(d)), or Section 6104 of the Internal Revenue Code of 1986?

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http://www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "NO" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization.

For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:
"Executive" is defined as "officers, managing partners, or other employees in management positions".
"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- Salary and bonus.
- Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

- Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- Above-market earnings on deferred compensation which is not tax-qualified.
- Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

Total Compensation Chart for Most Recently Completed Fiscal Year

Date of Fiscal Year Completion (mm/dd/yyyy) _____

The undersigned as (enter position title) _____

of (enter Business Name) City of Boynton Beach

Certifies that on the date written below, the information provided herein is accurate.
Type or Print Name: _____ Title: _____

Signature: _____ Date: _____

Rank (Highest to Lowest)	Last Name	First Name	MI	Title	Total Compensation for Most Recently Completed Fiscal Year

The undersigned as (enter position title) Mayor
Of (enter Business Name) City of Boynton Beach
Certifies that on the date written below, the information provided herein is accurate.

Rebecca Shelton
Print Name

Mayor
Title

Signature

Date

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CITY OF BOYNTON BEACH, FLORIDA

DRINKING WATER STATE REVOLVING FUND
PLANNING AND DESIGN LOAN AGREEMENT
DW501300

Florida Department of Environmental Protection
State Revolving Fund Program
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard, MS 3505
Tallahassee, Florida 32399-3000

DRINKING WATER STATE REVOLVING FUND PLANNING AND DESIGN LOAN AGREEMENT

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DRINKING WATER STATE REVOLVING FUND

PLANNING AND DESIGN LOAN AGREEMENT

DW501300

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the CITY OF BOYNTON BEACH, FLORIDA, (Project Sponsor) existing as a local governmental entity under the laws of the State of Florida. Collectively, the Department and the Project Sponsor shall be referred to as "Parties" or individually as "Party".

RECITALS

Pursuant to Section 403.8532, Florida Statutes and Chapter 62-552, Florida Administrative Code, the Department is authorized to make loans to finance the planning, design and construction of public water systems; and

The Department is authorized to allow Principal Forgiveness on Loans funded by the Federal Drinking Water Act; and

The Project Sponsor applied for the financing of Planning and Design Activities, and the Department has determined that all requirements for a Loan and Principal Forgiveness have been met.

AGREEMENT

In consideration of the Department loaning money to the Project Sponsor, in the principal amount and pursuant to the covenants set forth below, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

(1) "Agreement" or "Loan Agreement" shall mean this agreement.

(2) "Authorized Representative" shall mean the official of the Project Sponsor authorized by ordinance or resolution to sign documents associated with the Loan.

(3) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than $50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(4) "Design Activities" shall mean the design of work defined in the approved planning document that will result in plans and specifications, ready for permitting and bidding, for an eligible construction project.

(5) "Final Amendment" shall mean the final agreement executed between the parties that establishes the final terms for the Loan such as the final Loan amount.

(6) "Final Unilateral Amendment" shall mean the Loan Agreement unilaterally finalized by the Department after Loan Agreement and Project abandonment under Section 8.06 that establishes the final amortization schedule for the Loan.

(7) "Financial Assistance" shall mean Principal Forgiveness funds or Loan funds.

(8) "Gross Revenues" shall mean all income or earnings received by the Project Sponsor from the ownership or operation of its Utility System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Utility System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Utility System.

(9) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(10) "Loan Application" shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(11) "Local Governmental Entity" means a county, municipality, or special district.

(12) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Utility System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(13) "Planning Activities" shall mean the planning or administrative work necessary for the Project Sponsor to qualify for Drinking Water State Revolving Fund financing for construction of drinking water facilities.

(14) "Principal Forgiveness" shall mean the amount of money awarded pursuant to this Agreement and subsequent amendments that is not to be repaid.

(15) "Project" shall mean the Planning and Design Activities to address emerging contaminants. This Project is a Capitalization Grant Project as defined in Chapter 62-552, Florida Administrative Code.

(16) "Utility System" shall mean all devices and facilities of the Water System owned by the Project Sponsor.

(17) "Water System" shall mean all facilities owned by the Project Sponsor for supplying and distributing water for residential, commercial, industrial, and governmental use.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public entities, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The Project Sponsor warrants, represents and covenants that:

(1) The Project Sponsor has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The Project Sponsor currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the Project Sponsor's knowledge, threatened, which seeks to restrain or enjoin the Project Sponsor from entering into or complying with this Agreement.

(4) The Project Sponsor shall undertake the Project on its own responsibility, to the extent permitted by law.

(5) To the extent permitted by law, the Project Sponsor shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the Project Sponsor's actions or omissions in its Planning and Design Activities financed by this Loan.

(6) All Project Sponsor representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the Project Sponsor to the Department was current and correct as of the date such information was delivered. The Project Sponsor shall comply with Chapter 62-552, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the Project Sponsor shall take such action to comply with this agreement.

(7) The Project Sponsor shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the Project Sponsor shall keep accounts of the Utility System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Utility System, and Loan disbursement receipts.

(8) RESERVED.

(9) Pursuant to Section 216.347 of the Florida Statutes, the Project Sponsor shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(10) The Project Sponsor agrees to complete the Planning and Design Activities in accordance with the schedule set forth in Section 10.07. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the Project Sponsor are excepted.

(11) The Project Sponsor covenants that this Agreement is entered into for the purpose of completing Planning and Design Activities in order to construct facilities which will, in all events, serve a public purpose.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the Project Sponsor's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that this Agreement has been duly authorized by the Project Sponsor and shall constitute a valid and legal obligation of the Project Sponsor enforceable in accordance with its terms upon execution by both parties; and

2.03. AUDIT AND MONITORING REQUIREMENTS.

The Project Sponsor agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
4E-02D65722-0	EPA	66.468	Capitalization Grants for Drinking Water State Revolving Fund	$5,167,179	140129

(2) Audits.

(a) In the event that the Project Sponsor expends $750,000 or more in Federal awards in its fiscal year, the Project Sponsor must have a Federal single audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. In determining the Federal awards expended in its fiscal year, the Project Sponsor shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F. An audit of the Project Sponsor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the Project Sponsor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR Part 200, Subpart F.

(c) If the Project Sponsor expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, is not required. The Project Sponsor shall inform the Department of findings and recommendations pertaining to the State Revolving Fund in audits conducted by the Project Sponsor. In the event that the Project Sponsor expends less than $750,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Project Sponsor resources obtained from other than Federal entities).

(d) The Project Sponsor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by 2 CFR Part 200, Subpart F, by or on behalf of the Project Sponsor directly to each of the following:

(i) The Department at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of the Inspector General, MS40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-30000

Electronically:
FDEPSingleAudit@dep.state.fl.us

(ii) The Federal Audit Clearinghouse designated in 2 CFR Section 200.501(a) at the following address:

https://harvester.census.gov/facweb/

(iii) Other Federal agencies and pass-through entities in accordance with 2 CFR Section 200.512.

(b) Pursuant to 2 CFR Part 200, Subpart F, the Project Sponsor shall submit a copy of the reporting package described in 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department at the address listed under Subsection 2.03(3)(a)(i) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Project Sponsors, when submitting financial reporting packages to the Department for audits done in accordance with 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Project Sponsor in correspondence accompanying the reporting package.

(4) Record Retention.

The Project Sponsor shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date of the Final Amendment, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Project Sponsor shall ensure that working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date of the Final Amendment, unless extended in writing by the Department.

(5) Monitoring.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by 2 CFR Part 200, Subpart F., and/or other procedures. By entering into this Agreement, the Project Sponsor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the Project Sponsor is appropriate, the Project Sponsor agrees to comply with any additional instructions provided by the Department to the Project Sponsor regarding such audit. The Project Sponsor understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. The Project Sponsor will comply with this duty and ensure that any subcontracts issued under this Agreement will impose this requirement, in writing, on its subcontractors.

ARTICLE III – RESERVED

ARTICLE IV - PROJECT INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the Project Sponsor shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

4.02. CLOSE-OUT.

The Department shall conduct a final inspection of the Planning and Design Activities records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan or Principal Forgiveness requirements, if any. Deadlines shall be incorporated into the Loan Agreement by amendment. After the Department establishes the final costs to be financed by the Loan, the itemized costs will be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay all approved costs.

4.03. DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the Project Sponsor for reimbursement of the incurred planning and design costs and related services. Disbursements for materials, labor, or services shall be made upon receipt of the following:

(1) A completed disbursement request form signed by the Authorized Representative. Such requests must be accompanied by sufficiently itemized summaries of the materials, labor, or services to identify the nature of the work performed; the cost or charges for such work; and the person providing the service or performing the work; and proof of payment.

(2) A certification signed by the Authorized Representative as to the current estimated costs of the Project; that the materials, labor, or services represented by the invoice have been satisfactorily purchased, performed, or received.

(3) Such other certificates or documents by engineers, attorneys, accountants, contractors, or suppliers as may reasonably be required by the Department.

Requests by the Project Sponsor for disbursements of the planning and design funds shall be made using the Department's disbursement request form. The Department reserves the right to retain 25% of the funds until the information necessary for the Department to prepare the Environmental Information Document as described in Rule 62-552.680, Florida Administrative Code, has been provided.

ARTICLE V - RATES AND USE OF THE UTILITY SYSTEM

5.01. RESERVED.

5.02. RESERVED.

5.03. RESERVED.

5.04. NO COMPETING SERVICE.

The Project Sponsor shall not allow any person to provide any services which would compete with the Utility System so as to adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE UTILITY SYSTEM.

The Project Sponsor shall operate and maintain the Utility System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The Project Sponsor may make any additions, modifications or improvements to the Utility System which it deems desirable and which do not materially reduce the operational integrity of any part of the Utility System. All such renewals, replacements, additions, modifications and improvements shall become part of the Utility System.

5.07. RESERVED.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Upon the occurrence of any of the following events (the Events of Default) all obligations on the part of Department to make any further disbursements hereunder shall, if Department elects, terminate. The Department may, at its option, exercise any of its remedies set forth in this Agreement, but Department may make any disbursements or parts of disbursements after the happening of any Event of Default without thereby waiving the right to exercise such remedies and without becoming liable to make any further disbursement:

(1) RESERVED.

(2) Except as provided in Subsection 6.01(1) failure to comply with the provisions of this Agreement, failure in the performance or observance of any of the covenants or actions required by this Agreement or the Suspension of this Agreement by the Department pursuant to Section 8.11 below, and such failure shall continue for a period of 30 days after written notice thereof to the Project Sponsor by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the Project Sponsor contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading, or if Project Sponsor shall fail to keep, observe or perform any of the terms, covenants, representations or warranties contained in this Agreement, the Note, or any other document given in connection with the Loan (provided, that with respect to non-monetary defaults, Department shall give written notice to Project Sponsor, which shall have 30 days to cure any such default), or is unable or unwilling to meet its obligations thereunder.

(4) An order or decree entered, with the acquiescence of the Project Sponsor, appointing a receiver of any part of the Utility System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the Project Sponsor, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the Project Sponsor, for the purpose of effecting a composition between the Project Sponsor and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Utility System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by, or against, the Project Sponsor under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the Project Sponsor, is not dismissed within 60 days after filing.

(7) Any charge is brought alleging violations of any criminal law in the implementation of the Project or the administration of the proceeds from this Loan against one or more officials of the Project Sponsor by a State or Federal law enforcement authority, which charges are not withdrawn or dismissed within 60 days following the filing thereof.

(8) Failure of the Project Sponsor to give immediate written notice of its knowledge of a potential default or an event of default, hereunder, to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

All rights, remedies, and powers conferred in this Agreement and the transaction documents are cumulative and are not exclusive of any other rights or remedies, and they shall be in addition to every other right, power, and remedy that Department may have, whether specifically granted in this Agreement or any other transaction document, or existing at law, in equity, or by statute. Any and all such rights and remedies may be exercised from time to time and as often and in such order as Department may deem expedient. Upon any of the Events of Default and subject to the rights of others having prior liens, the Department may enforce its rights by, *inter alia*, any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Utility System, and to require the Project Sponsor to fulfill this Agreement.

(2) By action or suit in equity, require the Project Sponsor to account for all moneys received from the Department or from the ownership of the Utility System.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Utility System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

6.03. DELAY AND WAIVER.

No course of dealing between Department and Project Sponsor, or any failure or delay on the part of Department in exercising any rights or remedies hereunder, shall operate as a waiver of

any rights or remedies of Department, and no single or partial exercise of any rights or remedies hereunder shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder. No delay or omission by the Department to exercise any right or power accruing upon Events of Default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent Events of Default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - RESERVED

ARTICLE VIII - GENERAL PROVISIONS

8.01. RESERVED.

8.02. PROJECT RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department for inspection at any reasonable time after the Project Sponsor has received a disbursement and until five years after the Final Amendment date.

8.03. ACCESS TO PROJECT SITE.

The Project Sponsor shall provide access to offices and other sites where Planning and Design Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to authorized representatives of the Department at any reasonable time. The Project Sponsor shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the Project Sponsor. The Project Sponsor shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency (EPA). A Final Amendment establishing the final costs financed by this Loan and the actual Loan Service Fee shall be completed after the Department's final inspection of relevant documents and records.

8.06. ABANDONMENT, TERMINATION OR VOLUNTARY CANCELLATION.

Failure of the Project Sponsor to actively prosecute or avail itself of this Loan (including e.g. described in para 1 and 2 below) shall constitute its abrogation and abandonment of the rights

hereunder, and the Department may then, upon written notification to the Project Sponsor, suspend or terminate this Agreement.

(1) Failure of the Project Sponsor to draw Loan proceeds within eighteen months after the effective date of this Agreement, or by the date set in Section 10.07 to establish the Loan Debt Service Account, whichever date occurs first.

(2) Failure of the Project Sponsor, after the initial Loan draw, to draw any funds under the Loan Agreement for twenty-four months, without approved justification or demonstrable progress on the Project.

Upon a determination of abandonment by the Department, the Loan will be suspended, and the Department will implement administrative close out procedures (in lieu of those in Section 4.02) and provide written notification of Final Unilateral Amendment to the Project Sponsor.

In the event that following the execution of this Agreement, the Project Sponsor decides not to proceed with this Loan, this Agreement can be cancelled by the Project Sponsor, without penalty, if no funds have been disbursed.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

8.08. RESERVED.

8.09. PUBLIC RECORDS ACCESS.

(1) The Project Sponsor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. The Project Sponsor shall keep and maintain public records required by the Department to perform the services under this Agreement.

(2) This Agreement may be unilaterally canceled by the Department for refusal by the Project Sponsor to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Project Sponsor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

(3) IF THE PROJECT SPONSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROJECT SPONSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT (850)245-2118, by email at public.services@dep.state.fl.us**, or at the mailing address below:**

Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, MS 49
Tallahassee, FL 32399

8.10. SCRUTINIZED COMPANIES.

(1) The Project Sponsor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

(2) If this Agreement is for more than one million dollars, the Project Sponsor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Project Sponsor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Project Sponsor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(3) The Project Sponsor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

(4) As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

8.11. SUSPENSION.

The Department may suspend any or all of its obligations to Loan or provide financial accommodation to the Project Sponsor under this Agreement in the following events, as determined by the Department:

(1) The Project Sponsor abandons or discontinues the Project before its completion,

(2) The commencement, prosecution, or timely completion of the Project by the Project Sponsor is rendered improbable or the Department has reasonable grounds to be insecure in Project Sponsor's ability to perform, or

(3) The implementation of the Project is determined to be illegal, or one or more officials of the Project Sponsor in responsible charge of, or influence over, the Project is charged with violating any criminal law in the implementation of the Project or the administration of the proceeds from this Loan.

The Department shall notify the Project Sponsor of any suspension by the Department of its obligations under this Agreement, which suspension shall continue until such time as the event or condition causing such suspension has ceased or been corrected, or the Department has re-instated the Agreement.

Project Sponsor shall have no more than 30 days following notice of suspension hereunder to remove or correct the condition causing suspension. Failure to do so shall constitute a default under this Agreement.

Following suspension of disbursements under this Agreement, the Department may require reasonable assurance of future performance from Project Sponsor prior to re-instating the Loan. Such reasonable assurance may include, but not be limited to, a payment mechanism using two party checks, escrow or obtaining a Performance Bond for the work remaining.

Following suspension, upon failure to cure, correct or provide reasonable assurance of future performance by Project Sponsor, the Department may exercise any remedy available to it by this Agreement or otherwise and shall have no obligation to fund any remaining Loan balance under this Agreement.

8.12. CIVIL RIGHTS.

The Project Sponsor shall comply with all Title VI requirements of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Equal Employment Opportunity requirements (Executive Order 11246, as amended) which prohibit activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

ARTICLE IX – RESERVED

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The total amount awarded is $5,167,179. Of that, the estimated amount of Principal Forgiveness is $5,167,179.

10.02. RESERVED.

10.03. RESERVED.

10.04. RESERVED.

10.05. RESERVED.

10.06. PROJECT COSTS.

The Project Sponsor and the Department acknowledge that actual Project costs have not been determined as of the effective date of this Agreement. An adjustment may be made due to a reduction in the scope of work proposed for Loan funding as a result of the planning process. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final costs shall be established in the final amendment. Changes in costs may also occur as a result of the Project Sponsor's audit or the Department's audit.

The Project Sponsor agrees to the following estimates of the Project costs:

CATEGORY	PROJECT COSTS ($)	AUTHORIZED LOAN AMOUNT($) TO DATE
Planning and Design Activities	5,400,000	5,167,179
Less Principal Forgiveness	(5,400,000)	(5,167,179)
TOTAL (Loan Amount)	0	0

10.07. SCHEDULE.

All Planning and Design Activities shall be completed no later than the date set forth below.

(1) Invoices submitted for work performed on or after November 8, 2023 may be eligible for reimbursement.

(2) Completion of all Planning and Design Activities for all Project facilities proposed for loan funding no later than February 15, 2026.

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ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement DW501300 may be executed in two or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary or Designee and the Project Sponsor has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Department.

for
CITY OF BOYNTON BEACH

1/21/2025
Mayor

Attest:

City Clerk

SEAL

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

I attest to the opinion expressed in Section 2.02, entitled Legal Authorization.

Shawna S Lamb
City Attorney

for
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Angela Knecht
Digitally signed by Angela Knecht
Date: 2025.02.03 14:14:54 -05'00'

Secretary or Designee

Date

Attachment #3

RESOLUTION NO. R23-185

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN A FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION DRINKING WATER STATE REVOLVING FUND (DWSRF) LOAN AGREEMENT APPLICATION (WITH 100% PRINCIPAL FORGIVENESS) TO DEVELOP THE WATER TREATMENT PLANT(S) PLANNING AND DESIGN PROJECT(S) INTENDED TO ADDRESS DRINKING WATER COMPLIANCE WITH PROPOSED REGULATIONS RELATED TO EMERGING CONTAMINANTS, IN THE AMOUNT OF $5,167,179, EXECUTE ALL DOCUMENTS ASSOCIATED WITH THE LOAN, ACCEPT THE LOAN, AND EXECUTE THE LOAN AGREEMENT SUBJECT TO APPROVAL BY THE CITY ATTORNEY; PROVIDING FOR CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the planning, design, and construction of drinking water treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. DW05130 as eligible for available funding; and

WHEREAS, the City Commission of the City of Boynton Beach Florida deems it to be in the best interest of the citizens and residents of the City to approve entering into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

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 of Boynton Beach, Florida, is authorized to apply for a loan to finance the Project.

Section 3. The Utilities Director is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

Section 4. The Mayor is hereby designated as the authorized representative to execute the loan agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A," which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

Section 5. The legal authority for borrowing moneys to construct this Project is Section 166.111, Florida Statutes.

Section 6. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 7. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

Section 8. That this Resolution shall become effective immediately.

PASSED AND ADOPTED this 19th day of December, 2023.

CITY OF BOYNTON BEACH, FLORIDA

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

Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-123- Award Request for Proposals No. PLDEV25-011R for Comprehensive Plan Review Professional Services to Chen Moore and Associates, Inc., and approve an Agreement between Chen Moore and Associates, Inc., and the City in the amount of $148,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-123.

Explanation of Request: A Comprehensive Plan is a critical framework for the City of Boynton Beach, serving as a clear and strategic roadmap to guide sustainable growth, responsible development, and long-term resource management. This foundational document aligns future decision-making with the City's overarching goals, addressing essential components such as infrastructure, land use, housing, environmental stewardship, and economic vitality. By proactively anticipating the City's evolving needs and challenges, the Comprehensive Plan enables Boynton Beach to manage growth effectively, enhance residents' quality of life, and balance development with community and environmental priorities. It is an essential tool for fostering a cohesive, adaptable vision for the City's future.

On March 18, 2025, pursuant to Resolution No. R25-065, the City Commission authorized staff to initiate contract negotiations with Chen Moore and Associates, Inc. for RFP PLDEV25-011R for Comprehensive Plan Review Professional Services (Consultant). Following this directive, staff engaged in negotiations and, on April 23, 2025, reached a revised proposal that was determined to be fair, competitive, and reasonable.

Staff is now requesting authorization to enter into an agreement with Chen Moore and Associates, Inc. to proceed with the development of the City's Comprehensive Plan.

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

Budgeted Item: Yes

Account Line Item and Description: The Comprehensive Plan Review & Amendment has been budgeted for within the Planning and Zoning FY24/25 budget per the City's Strategic Plan.

Fiscal Impact: This is a budgeted item.

Attachments:

R25-123 Agenda_Item_3079-2025_Resolution_for_RFP_PLDEV25-011R_Award.docx
Vendor Executed Agreement.pdf
4.17.25_CMA-Boynton Beach_TaskBreakdown.pdf
PLDEV25-011 - RFP COMPREHENSIVE PLAN
PLDEV 25-011R- Chen Moore Submittal
R25-065.pdf

RESOLUTION NO. R25-123

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AWARDING REQUEST FOR PROPOSALS NO. PLDEV25-011R FOR COMPREHENSIVE PLAN REVIEW PROFESSIONAL SERVICES TO CHEN MOORE AND ASSOCIATES, INC., AND APPROVING AN AGREEMENT BETWEEN CHEN MOORE AND ASSOCIATES, INC. AND THE CITY IN AN AMOUNT OF $148,000.00; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City issued a Request for Proposals ("RFP") to solicit a firm to provide Comprehensive Plan Review Professional Services; and

WHEREAS, after shortlisting the top three scoring proposal packages, and witnessing presentations from the top three ranked firms: Chen Moore and Associates, Inc., Kimley-Horn and Associates, Inc., and Calvin, Giordano & Associates, Inc., the evaluation committee decided to eliminate Calvin, Giordano & Associates, Inc., from consideration and proceed with ranking Chen Moore and Associates, Inc., as the top firm, and ranking Kimley-Horn and Associates, Inc., as second; and

WHEREAS, on March 18, 2025, pursuant to Resolution No. R25-065, the City Commission authorized staff to initiate contract negotiations with Chen Moore and Associates, Inc., and after negotiations on April 23, 2025, reached a revised proposal that was determined to be fair, competitive, and reasonable; and

WHEREAS, upon the recommendation of staff, the City Commission has deemed it in the best interests of the City's citizens and residents to approve awarding RFP No. PLDEV25-011R for Comprehensive Plan Review Professional Services to Chen Moore and Associates, Inc., and approving an Agreement between Chen Moore and Associates, Inc., and the City in the amount of $148,000.00.

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, does hereby

award RFP No. PLDEV25-011R for Comprehensive Plan Review Professional Services to Chen Moore and Associates, Inc.

SECTION 3. The City Commission of the City of Boynton Beach, Florida, does hereby approve an Agreement between Chen Moore and Associates, Inc., and the City for RFP No. PLDEV25-011R for Comprehensive Plan Review Professional Services in the amount of $148,000.00 (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. This Resolution shall take effect in accordance with the law.

[SIGNATURES ON THE FOLLOWING PAGE]

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
CHEN MOORE & ASSOCIATES, INC.

COMPREHENSIVE PLAN REVIEW PROFESSIONAL SERVICES

THIS 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 CHEN MOORE & ASSOCIATES, INC., a Florida Corporation, with a business address of 500 West Cypress Creek Road, Suite 600, Ft. Lauderdale, Florida 33309, hereinafter referred to as the "Consultant," each a "Party" and collectively the "Parties."

WHEREAS the City issued Request for Proposals No. 25 PLDEV-011R (the "RFP") pursuant to state and local law to solicit proposals for Comprehensive Plan Review Professional Services (the "Services"); and

WHEREAS Consultant responded to the RFP by submitting its Proposal dated January 27, 2025 (the "Proposal"), and

WHEREAS the City established an evaluation committee, reviewed all proposal responses, and scored the proposals in accordance with the criteria outlined in the RFP; and

WHEREAS the City selected the Consultant as the best qualified to perform the Services; and

WHEREAS the City desires to engage Consultant to provide such services to the City according to the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, City and Consultant, 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 Consultant do hereby agree as follows:

ARTICLE 1. SCOPE OF SERVICES.

Consultant shall provide all labor, materials, equipment, services, and incidentals necessary to fulfill the type of services and tasks and provide all deliverables described in the Scope of Services, Deliverables, Schedule, and Fees attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). The Services are broken up into "Tasks," as **Exhibit A** describes. The terms and conditions of RFP PLDEV 25-011R and Consultant's proposal are expressly incorporated into this Agreement by reference. Any conflict or discrepancy between the terms of this Agreement, RFP No. PLDEV 25-011R, and Consultant's proposal, shall be resolved pursuant to the following order of precedence (1) this Agreement, (2) Request for Proposal No. PLDEV25-011R, and 3. Consultant's proposal.

ARTICLE 2. TERM

a. **Commencement of Work and Project Timeline**. Services under this Agreement shall commence upon the City giving written notice to the Consultant to proceed and shall continue until the completion of all Services. Consultant shall perform and provide each Task and deliverable required by this Agreement in accordance with the timelines set forth in **Exhibit A**, with a commitment to deliver the entire plan by January 31, 2026.

Time is of the essence for the Consultant's performance of the duties, obligations, and responsibilities required by this Agreement.

b. **Delays; Untimely Performance**.
   i. Delays; No Fault of Consultant. If Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by the City or other governmental agencies having jurisdiction over the project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, the City shall grant a reasonable extension of time for completion of the Services. It shall be the responsibility of the Consultant to notify the City in writing whenever a delay in approval by a governmental agency is anticipated or experienced and whenever a delay has been caused by factors outside of the Consultant's control and to inform the City of all facts and details related to the delay. Consultant must provide such written notice to the City within three (3) business days after the occurrence of the event causing the delay.
   ii. Delays Due to Consultant. If the Consultant fails to substantially complete the Services in whole or in part on or before the date established for each Task, the Consultant shall pay the City its proportional share of any claim for damages arising out of the delay. This section shall not affect either Party's indemnification rights or obligations otherwise outlined in this Agreement.

ARTICLE 3. COMPENSATION.

a. **Compensation**. As compensation for Services rendered by the Consultant to the City for the faithful performance of the Contract, in lawful money of the United States of America as provided in the Fee Schedule per Task in **Exhibit A**. Fees shall be invoiced on a per-task basis after conclusion of all work associated with the applicable Task, delivery of appropriate deliverables, and written approval by the Director of Planning and Development or designee. The Fees as agreed upon shall be the sole compensation paid to the Consultant in connection with the performance of Services.

b. **Subconsultant Fees**. The Consultant shall bill the City for subconsultant fees with no markup and within any applicable maximum not-to-exceed amount.

ARTICLE 4. 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

Consultant: _____
_____
_____
_____
Telephone: _____
Email: _____

ARTICLE 5. INVOICES AND PAYMENT. Invoices must identify the PO number, the Task completed, 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 the dates of service. Invoices may be submitted after such services are performed and approved by the Director of Planning and Development or designee, and such written approval shall accompany any invoice submitted for payment; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year.

The fee shall be paid based on receipt of a proper invoice. 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 Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty, or incomplete rendition of the Services.

ARTICLE 6. 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. The City will provide the Consultant with proof of tax-exempt status upon request.

ARTICLE 7. 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.

ARTICLE 8. ATTORNEY'S FEES. If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

ARTICLE 9. PUBLIC RECORDS. 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 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, Consultant 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 contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by the Consultant must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the City's information technology systems.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

ARTICLE 10. DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN. Consultant 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. Consultant 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.

ARTICLE 11. E-VERIFY. Consultant 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 a violation of the statute by Consultant, Consultant may not be awarded a public contract for one (1) year after the date of termination.

ARTICLE 12. ENTITIES OF FOREIGN CONCERN. The provisions of this section apply only if Consultant or any subconsultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant 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 Consultant; and (iii) Consultant 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 of this Agreement, Consultant and any subconsultant that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by 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 Article 5. 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.

ARTICLE 13. ANTI-HUMAN TRAFFICKING. On or before the effective date of this Agreement, Consultant shall provide City with an affidavit attesting that the Consultant does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

ARTICLE 14. COUNTRIES OF CONCERN. The Consultant represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

ARTICLE 15. PUBLIC ENTITY CRIME ACT. Consultant 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. Consultant 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 Consultant has been placed on the convicted vendor list.

ARTICLE 16. CONTINGENCY FEE. Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a), Florida Statutes, is deemed included and fully incorporated herein.

ARTICLE 17. TRUTH-IN-NEGOTIATION REPRESENTATION. Consultant's compensation under this Agreement is based upon its representations to the City. Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by the City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to the City as the basis for Consultant's compensation in this Agreement.

ARTICLE 18. DULY LICENSED. Consultant 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.

ARTICLE 19. 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 avoid 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 20. 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.

ARTICLE 21. TERMINATION.

a. **Termination for Convenience**. This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice. In this event, the Consultant shall be compensated for services performed through the termination date, including services reasonably related to termination.

b. **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 thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

c. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement. Consultant shall immediately deliver all documents, written information, electronic data, and other materials concerning City projects in its possession to the City and shall cooperate in transitioning its consulting duties to appropriate parties at the direction of the City.

d. Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding property rights, insurance, indemnification, governing law, and litigation shall survive termination of this Agreement and remain in full force and effect.

ARTICLE 22. INDEMNIFICATION. Consultant shall indemnify and hold harmless the City and its elected and appointed officers, agents, assigns and employees, consultants, separate Consultants, any of their subconsultants, or sub-subconsultants (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) Consultant's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Consultant's, its agents, employees, subcontractors, subconsultants, participants, and volunteers, and (C) Consultant's failure to take out and maintain insurance as required under this Agreement. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature 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, the City may retain any sums due the Consultant under this Agreement 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.

ARTICLE 23. INSURANCE. At the time of execution of this Agreement, the Consultant shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

a. 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.

b. 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:

    i. Premises and/or Operations on an occurrence basis.
    ii. Completed Operations Liability on an occurrence basis.
    iii. 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.

Consultant shall require that each subconsultant maintain insurance coverage that adequately covers the Services provided by that subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such subconsultants comply with these requirements and that "and its officers, employees, and agents as additional insured" is named as an additional insured under the subconsultants' applicable insurance policies. Consultant shall not permit any subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

ARTICLE 24. LIMITATION OF LIABILITY. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Consultant beyond the amount remaining due to Consultant 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 Consultant for punitive or exemplary damages or lost profits or consequential damages.

ARTICLE 25. INDEPENDENT CONTRACTOR. The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that the Consultant is an independent contractor under this Agreement and shall not be considered the City's employee for any purpose. Consultant shall not have the right to bind the City to any obligation not expressly undertaken by the City under this Agreement

ARTICLE 26. COMPLIANCE WITH LAWS. Consultant hereby always warrants and agrees that, to the extent material to the Agreement, Consultant 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.

ARTICLE 27. BREACH OF REPRESENTATIONS. Consultant acknowledges that City is materially relying on the representations, warranties, and certifications of Consultant stated in its Proposal and this Agreement, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages

incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the total amount of any damage incurred; and (d) debarment of Consultant.

ARTICLE 28. ASSIGNMENT. If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Consultant, Consultant 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, Consultant may, without the City's consent, assign this Agreement in whole or in part as part of a corporate reorganization, consolidation, merger, or sale of substantially all its assets related to this Agreement. The Consultant shall provide the City with written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all its assets related to this Agreement within thirty (30) calendar days of such event.

ARTICLE 29. NO LIEN. The Consultant 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 Consultant.

ARTICLE 30. 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.

ARTICLE 31. REPRESENTATION OF AUTHORITY. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates applicable law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of Consultant is duly authorized by all necessary and appropriate action to do so on behalf of Consultant and does so with full legal authority.

ARTICLE 32. RIGHTS IN DOCUMENTS AND WORK.

a. **Ownership**. All videos, photographs, documents, materials, data, or other work created by Consultant in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Consultant hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work.

b. **Delivery Upon Expiration or Termination of Agreement**. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Consultant to City within seven (7) days after expiration or termination. Any compensation due to the Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with all subconsultant(s).

c. **Reuse of Project Documents**. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described

herein); and Consultant agrees to such reuse in accordance with this provision.

ARTICLE 33. CONSULTANT'S STAFF. Consultant will provide the key staff identified in its Proposal if they are in Consultant's employment. Consultant will obtain prior written approval from the City to change key staff. The Consultant shall provide the City with such information as necessary for the City to determine the suitability of the proposed new key staff. City will be reasonable in evaluating key staff qualifications. If City desires to request the removal of any of Consultant's staff, City shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

ARTICLE 34. THIRD-PARTY BENEFICIARIES. Neither Consultant 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 35. 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 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 36. 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 37. NON-DISCRIMINATION. Consultant and any subconsultants shall not discriminate based on 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.

ARTICLE 38. CONTROLLING PROVISIONS. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP; and (3) the Proposal. 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 39. ENTIRE AGREEMENT. The Agreement, including the RFP, the Proposal, and the Exhibits that are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede 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 executed by the City and Consultant.

ARTICLE 40. 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.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year last written below.

CITY OF BOYNTON BEACH, FLORIDA

Rebecca Shelton, Mayor

Approved as to Form:

Shawna G. Lamb, City Attorney

Attested/Authenticated:

Maylee DeJesus, City Clerk

CHEN MOORE & ASSOCIATES, INC.

(Signature), Company

PETER MOORE

Print Name of Authorized Official

PRESIDENT

Title

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Bryan Castro

Print Name

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
SS
COUNTY OF Broward :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Peter Moore, President of Chen moore and A., a Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this day of May 2, 2025.

Signature of Notary Public
State of Florida at Large

MARIAH C. GREEN
MY COMMISSION # HH 416180
EXPIRES: June 28, 2027

Mariah Green
Print, Type, or Stamp
Name of Notary Public

☒ Personally, known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an oath.

EXHIBIT A

SCOPE OF SERVICES, DELIVERABLES, SCHEDULE, AND FEES

Consultant shall provide the following services:

A. Conduct a full review of the City's Comprehensive Plan, including data and analysis, and Goals, Objectives, and Policies (GOPs) of all elements.

B. Create and implement a public engagement strategy to develop a clear vision for the City's future development.

C. Update data and analysis within nine (9) elements.

D. Review and update nine (9) elements of the City's Comprehensive Plan, including removing outdated details, maps, and wordiness.

E. Ensure that all elements comply with Florida Statutes, including the required 10-year minimum period.

F. Restructure all elements to create a more streamlined, reader-friendly, comprehensive plan while ensuring that all elements are updated.

The Scope of Services, Deliverables, Schedule, and Fees are described in further detail on the attached Cost and Staffing Breakdown by Project Tasks.

Cost and Staffing Breakdown by Project Tasks

Task 1: Review and Analyze the Existing Comprehensive Plan and Relevant Documents

Scope of Work

- Collect detailed demographic and economic data, including population trends, housing, infrastructure capacity, and land use patterns.
- Review the City's existing Comprehensive Plan, and City's approved Strategic Plan and analyze if priorities within the existing Comprehensive Plan have been supported.
- Identify where updates and changes are needed in each element based on the current Comprehensive Plan and changes in state statues.
- Prepare recommended amendments to each applicable element based on the Evaluation and Appraisal Review.
- Evaluate existing transportation networks, stormwater management systems, and natural resource conservation strategies.
- Review local, county, and state regulations to ensure compliance with Florida Statutes.

Team Composition & Effort Breakdown

Team Member	Role	Rate	Estimated Hours	Subtotal
Nilsa Zacarias, AICP	Principal-in-Charge	$240/hr	10 hrs	$2,400
Osniel Leon, AICP	Project Manager	$240/hr	20 hrs	$4,800
Lance Lilly	Senior Planner	$140/hr	30 hrs	$4,200
Matthew Veneziano / Santiago Cleves	Associate Planner GIS / Data Analyst /	$95/hr	20 hrs	$1,900
Suzanne Dombrowski, P.E.	Utilities & Infrastructure Review / Principal Engineer	$300/hr	5 hrs	$1,500
Total			85 hrs	$14,800

Deliverables for Task 1

1. Memo with recommended amendments to each applicable element based on the Evaluation and Appraisal Review.

Timeline for Task 1

- Estimated duration: **4–6 weeks**
- CMA will conduct weekly or biweekly monitoring and update meetings with City Staff.

Task 2: Background Data, Inventory, and Analysis

Scope of Work

- Coordinate with City staff to conduct group or individual interviews with key City personnel and officials to gain insight of their perspective and objectives for the Comprehensive Plan update.
- Review the City's approved Strategic Plan 224-2029 (Resolution 24-205) and provide city staff a report to add and update applicable elements accordingly.
- Incorporation of all relevant resources supplied by the City for nine (9) elements.
- Research and prepare new data from appropriate data sources and as required by State statutes for inclusion in nine (9 elements).
- Develop branding strategies and outreach materials to encourage participation.
- Leverage online tools and social media for ongoing community engagement.

Team Composition & Effort Breakdown

Team Member	Role	Rate	Est. Hours	Subtotal
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Matthew Veneziano / Santiago Cleves	Associate Planner / GIS / Data Analyst	$95/hr	30 hrs	$2,850
Lance Lilly	Senior Planner	$140/hr	30 hrs	$4,200
Sara Benbasat	Branding & Social Media	$95/hr	6 hrs	$570
Total			96 hrs	$14,820

Deliverables for Task 2

1. Memo with recommendations based on Strategic Plan to update applicable elements.
2. Memo with new data from appropriate data sources; and, as required by State statutes.
3. Provide branding and strategies options for community outreach. *Final branding will be based on City Staff input and feedback.*

Timeline for Task 2

- Estimated Duration: **6–8 weeks**
- CMA will conduct weekly or biweekly monitoring and update meetings with City Staff.

Task 3: Public Outreach and Participation

Scope of Work

• Facilitate citizen forums, workshops, focus groups, and surveys to gather input on current and future development patterns.

• Prior to kick-off meetings and public outreach. The CMA team will discuss with City staff tailored strategy for reaching out to and engaging the public at different stages of the planning process.

• Develop a stakeholder database with assistance from City staff and officials and will notify various community engagement activities.

• Prepare community profile summarizing statistics of existing conditions in the city.

• Utilize a wide range of engagement activities including social media, and various survey techniques and tools.

• Create a web site appropriate to Boynton Beach guidelines and include nightly site backups and use maintenance.

Team Composition & Effort Breakdown

Team Member	Role	Rate	Est. Hours	Subtotal
Nilsa Zacarias, AICP	Principal-in-Charge / Strategic Oversight	$240/hr	20 hrs	$4,800
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Lance Lilly	Senior Planner / Public Engagement Lead	$140/hr	40 hrs	$5,600
Sara Benbasat	Branding & Social Media	$95/hr	20 hrs	$1,900
Matthew Veneziano	GIS + Online Survey Tools & Analytics	$95/hr	20 hrs	$1,900
Santiago Cleves	Flyers, Printing, Setup Logistics	$95/hr	10 hrs	$1,900
Web Developer (external)*	Project Webpage Creation & Updates	$100/hr	13 hrs	$1,300
Total			143 hrs	$22,200

Deliverables for Task 3

1. Create a stakeholder database with assistance from City staff.
2. Prepare a Community Survey.
3. Memo with community profile summarizing statistics of existing conditions.
4. Create a web site appropriate to Boynton Beach guidelines.

Timeline for Task 3

- Estimated Duration: **8–10 weeks**
- CMA will conduct weekly or biweekly monitoring and update meetings with City Staff.

Task 4: Summary and Recommendations

Scope of Work

• Prepare summary based on public engagement. Including the community's preferred strategies and focused vision for the City.

• Provide summary to City staff for reviews and comments.

• Present summary to the City Commission along with recommendations, after the City staff reviews and edits.

Team Composition & Effort Breakdown

Team Member	Role	Rate	Est. Hours	Subtotal
Nilsa Zacarias, AICP	Principal-in-Charge / Strategic Oversight	$240/hr	20 hrs	$4,800
Osniel Leon, AICP	Project Manager	$240/hr	20 hrs	$4,800
Lance Lilly	Policy Strategist / Outreach	$140/hr	17 hrs	$2,380
Sara Benbasat	Design + Graphics Support	$95/hr	15 hrs	$1,425
Santiago Cleves	Formatting / Report Assembly	$95/hr	15 hrs	$1,425
Total			87 hrs	$14,830

Deliverables for Task 4

1. Provide summary memo of Findings of Public input trends and major themes
2. Preliminary recommendations memo with suggestions for new goals, objectives, or policies.
3. PowerPoint presentation to city staff for review with recommendations.

Timeline for Task 4

- Estimated Duration: **4–5 weeks**
- CMA will conduct weekly or biweekly monitoring and update meetings with City Staff.

Task 5: Update Data and Analysis

Scope of Work

CMA's Task 5 includes:

• Prepare updated Data & Analysis sections for each Comprehensive Plan element. Including areas for its potential impact on growth of the City if annexed.

• Update future conditions maps that are adopted as part of the amended Comprehensive Plan for inclusion in the adoption document.

Team Composition & Effort Breakdown

Team Member	Role	Rate	Est. Hours	Subtotal
Nilsa Zacarias, AICP	Principal-in-Charge / Strategic Oversight	$240/hr	30 hrs	$7,200
Osniel Leon, AICP	Project Manager	$240/hr	30 hrs	$7,200
Lance Lilly	Senior Planner	$140/hr	40 hrs	$5,600
Matthew Veneziano / Santiago Cleves	GIS & Demographics Specialist	$95/hr	40 hrs	$3,800
Brian Voelker, M.S.	Environmental	$160/hr	8 hrs	$1,280
Suzanne Dombrowski, P.E.	Utilities/Infrastructure Data	$300/hr	15 hrs	$4,500
Total			163 hrs	$29,580

Deliverables for Task 5

1. Provide document with updated Data & Analysis Sections for all 9 plan elements.

2. Updated Map Series
    - Future Land Use (FLU) Map
    - Transportation networks
    - Public facilities and service areas
    - FEMA flood zones, sea level rise zones, conservation lands
    - Capital improvements and redevelopment areas

Timeline for Task 5

- Estimated Duration: **6–8 weeks**
- Can proceed in parallel with early GOP drafting (Task 6)
- CMA will conduct weekly or biweekly monitoring and update meetings with City Staff.

Task 6: Goals, Objectives, and Policies (GOP) Updates

Scope of Work

• Review and update all Comprehensive Plan elements, including Future Land Use, Transportation, Utilities, Conservation, Recreation and Open Space, Housing, Recreation and Open Space, Transportation, Coastal Management, Intergovernmental Coordination, and Capital Improvement.
• Develop an optional Resiliency Element to address sea level rise and vulnerability challenges.
• Update all required map series, including FEMA Flood Zones, Coastal High-Hazard Areas, and Future Land Use Maps, in compliance with Florida Statutes.
• Prepare recommendations for changes and updates of existing Goals, Objectives and Policies (GOPs) for each element.
• Draft amendments for each element to address deficiencies, incorporate the City's future plan, and establish a framework for the City through 2050.
• Incorporate feedback from stakeholders to refine the Comprehensive and edit Comprehensive Plan amendments as needed following City staff and Commission review.

Team Composition & Effort Breakdown

Team Member	Role	Rate	Est. Hours	Subtotal
Nilsa Zacarias, AICP	Principal-in-Charge / Policy QA/QC	$240/hr	30 hrs	$7,200
Osniel Leon, AICP	Project Manager	$240/hr	30 hrs	$7,200
Lance Lilly	Senior Planner / GOP Drafting	$140/hr	40 hrs	$5,600
Sara Benbasat	Resiliency Policies Support	$95/hr	40 hrs	$3,800
Brian Voelker, M.S.	Environmental Policy Support	$160/hr	8 hrs	$1,280
Matthew Veneziano / Santiago Cleves	Formatting / Report Assembly	$95/hr	15 hrs	$4,500
Total			163 hrs	$29,580

Deliverables for Task 6

1. Strikethrough and Underlined GOPs for All 9 Elements
    - Updated goals aligned with City vision and outreach
    - Actionable and measurable objectives
    - Clear, internally consistent policy language
2. **Proposed** - New Optional Resiliency Element (This is Optional and *Not include it on the Scope and Cost*)

Timeline for Task 6

- Estimated Duration: **16 weeks**
- Syncs closely with Task 5 deliverables (data & analysis)
- Policy drafts shared in phases with City Staff for review
- CMA will conduct weekly or biweekly monitoring and update meetings with City Staff.

Task 7: Transmittal (First Reading) and Adoption (Second Reading)

Scope of Work

- Present the Comprehensive Plan to the Local Planning Agency (LPA) hearing.
- Present the Comprehensive Plan at the City Commission transmittal hearing.
- Facilitate compliance with Florida Commerce and assist with the transmittal and adoption process, including addressing the Objections, Recommendations, and Comments (ORC) Report.
- Present final Comprehensive Plan to the City Commission at the adoption hearing.
- Assist City staff as needed during the adoption and transmittal period.
- Provide regular draft updates and coordinate with the Local Planning Agency (LPA) and City Commission for reviews, workshops, and public hearings.

Team Composition & Effort Breakdown

Team Member	Role	Rate	Est. Hours	Subtotal
Nilsa Zacarias, AICP	Principal-in-Charge / Presentations	$240/hr	10 hrs	$2,400
Osniel Leon, AICP	Project Manager / ORC Response & Edits	$240/hr	16 hrs	$3,840
Lance Lilly	Senior Planner	$140/hr	34 hrs	$4,760
Santiago Cleves	Formatting / Report Assembly	$95/hr	20 hrs	$1,900
Matthew Veneziano	GIS / Data Analyst	$95/hr	20 hrs	$1,900
Total			100 hrs	$14,800

Deliverables for Task 7

1. Provide PowerPoint Presentation for Local Planning Agency (LPA) and City Commission hearings
2. Provide Transmittal Package for submission to the Department of Commerce + 8 reviewing agencies
3. Written response to State comments of the ORC Report
4. Provide adoption version of the Plan with a fully revised and formatted document

Timeline for Task 7

- Estimated Duration: **6–8 weeks**
- It begins once all updates from Task 6 are finalized
- State provides ORC report within 60 days after transmittal of proposed Comprehensive Plan document
- CMA will conduct weekly or biweekly monitoring and update meetings with City Staff.

Summary Table of all Tasks with Hours/Costs

Tasks	Estimated Hours	Estimated Cost ($)
Task 1: Review and Analysis of Existing Comprehensive Plan	85	$14,800
Task 2: Background Data, Inventory, and Analysis	96	$14,820
Task 3: Public Outreach and Participation	143	$22,200
Task 4: Summary and Recommendations	87	$14,830
Task 5: Update Data and Analysis	163	$29,580
Task 6: Goals, Objectives, and Policies (GOP) Updates	163	$29,580
Task 7: Adoption and Transmittal	100	$14,800
Task 8: A-la-cart per hour		$7,390
Total	**402**	**$148,000**

City of Boynton Beach – Comprehensive Plan Review
Prepared by: Chen Moore and Associates (CMA)

Cost and Staffing Breakdown by Project Tasks

Task 1: Review and Analyze the Existing Comprehensive Plan and Relevant Documents

Scope of Work

• Collect detailed demographic and economic data, including population trends, housing, infrastructure capacity, and land use patterns.
• Review the City's existing Comprehensive Plan, and City's approved Strategic Plan and analyze if priorities within the existing Comprehensive Plan have been supported.
• Identify where updates and changes are needed in each element based on the current Comprehensive Plan and changes in state statues.
• Prepare recommended amendments to each applicable element based on the Evaluation and Appraisal Review.
• Evaluate existing transportation networks, stormwater management systems, and natural resource conservation strategies.
• Review local, county, and state regulations to ensure compliance with Florida Statutes.

Team Composition & Effort Breakdown

Team Member	Role	Rate	Estimated Hours	Subtotal
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Suzanne Dombrowski, P.E.	Utilities & Infrastructure Review / Principal Engineer	$300/hr	5 hrs	$1,500
Total			85 hrs	$14,800

Deliverables for Task 1

1. Memo with recommended amendments to each applicable element based on the Evaluation and Appraisal Review.

Timeline for Task 1

- Estimated duration: **4–6 weeks**
- CMA will conduct weekly or biweekly monitoring and update meetings with City Staff.

Task 2: Background Data, Inventory, and Analysis

Scope of Work

• Coordinate with City staff to conduct group or individual interviews with key City personnel and officials to gain insight of their perspective and objectives for the Comprehensive Plan update.
• Review the City's approved Strategic Plan 224-2029 (Resolution 24-205) and provide city staff a report to add and update applicable elements accordingly.
• Incorporation of all relevant resources supplied by the City for nine (9) elements.
• Research and prepare new data from appropriate data sources and as required by State statutes for inclusion in nine (9 elements).
• Develop branding strategies and outreach materials to encourage participation.
• Leverage online tools and social media for ongoing community engagement.

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Sara Benbasat	Branding & Social Media	$95/hr	6 hrs	$570
Total			96 hrs	$14,820

Deliverables for Task 2

1. Memo with recommendations based on Strategic Plan to update applicable elements.
2. Memo with new data from appropriate data sources; and, as required by State statutes.
3. Provide branding and strategies options for community outreach. *Final branding will be based on City Staff input and feedback.*

Timeline for Task 2

- Estimated Duration: **6–8 weeks**
- CMA will conduct weekly or biweekly monitoring and update meetings with City Staff.

Task 3: Public Outreach and Participation

Scope of Work

• Facilitate citizen forums, workshops, focus groups, and surveys to gather input on current and future development patterns.

• Prior to kick-off meetings and public outreach. The CMA team will discuss with City staff tailored strategy for reaching out to and engaging the public at different stages of the planning process.

• Develop a stakeholder database with assistance from City staff and officials and will notify various community engagement activities.

• Prepare community profile summarizing statistics of existing conditions in the city.

• Utilize a wide range of engagement activities including social media, and various survey techniques and tools.

• Create a web site appropriate to Boynton Beach guidelines and include nightly site backups and use maintenance.

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Web Developer (external)*	Project Webpage Creation & Updates	$100/hr	13 hrs	$1,300
Total			143 hrs	$22,200

Deliverables for Task 3

1. Create a stakeholder database with assistance from City staff.
2. Prepare a Community Survey.
3. Memo with community profile summarizing statistics of existing conditions.
4. Create a web site appropriate to Boynton Beach guidelines.

Timeline for Task 3

- Estimated Duration: **8–10 weeks**
- CMA will conduct weekly or biweekly monitoring and update meetings with City Staff.

Task 4: Summary and Recommendations

Scope of Work

• Prepare summary based on public engagement. Including the community's preferred strategies and focused vision for the City.

• Provide summary to City staff for reviews and comments.

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Total			87 hrs	$14,830

Deliverables for Task 4

1. Provide summary memo of Findings of Public input trends and major themes
2. Preliminary recommendations memo with suggestions for new goals, objectives, or policies.
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Timeline for Task 4

- Estimated Duration: **4–5 weeks**
- CMA will conduct weekly or biweekly monitoring and update meetings with City Staff.

Task 5: Update Data and Analysis

Scope of Work

CMA's Task 5 includes:

• Prepare updated Data & Analysis sections for each Comprehensive Plan element. Including areas for its potential impact on growth of the City if annexed.

• Update future conditions maps that are adopted as part of the amended Comprehensive Plan for inclusion in the adoption document.

Team Composition & Effort Breakdown

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Total			163 hrs	$29,580

Deliverables for Task 5

1. Provide document with updated Data & Analysis Sections for all 9 plan elements.

2. Updated Map Series
    - Future Land Use (FLU) Map
    - Transportation networks
    - Public facilities and service areas
    - FEMA flood zones, sea level rise zones, conservation lands
    - Capital improvements and redevelopment areas

Timeline for Task 5

- Estimated Duration: **6–8 weeks**
- Can proceed in parallel with early GOP drafting (Task 6)
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Task 6: Goals, Objectives, and Policies (GOP) Updates

Scope of Work

• Review and update all Comprehensive Plan elements, including Future Land Use, Transportation, Utilities, Conservation, Recreation and Open Space, Housing, Recreation and Open Space, Transportation, Coastal Management, Intergovernmental Coordination, and Capital Improvement.
• Develop an optional Resiliency Element to address sea level rise and vulnerability challenges.
• Update all required map series, including FEMA Flood Zones, Coastal High-Hazard Areas, and Future Land Use Maps, in compliance with Florida Statutes.
• Prepare recommendations for changes and updates of existing Goals, Objectives and Policies (GOPs) for each element.
• Draft amendments for each element to address deficiencies, incorporate the City's future plan, and establish a framework for the City through 2050.
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Matthew Veneziano / Santiago Cleves	Formatting / Report Assembly	$95/hr	15 hrs	$4,500
Total			163 hrs	$29,580

Deliverables for Task 6

1. Strikethrough and Underlined GOPs for All 9 Elements
    - Updated goals aligned with City vision and outreach
    - Actionable and measurable objectives
    - Clear, internally consistent policy language
2. **Proposed -** New Optional Resiliency Element (This is Optional and *Not include it on the Scope and Cost*)

Timeline for Task 6

- Estimated Duration: **16 weeks**
- Syncs closely with Task 5 deliverables (data & analysis)
- Policy drafts shared in phases with City Staff for review
- CMA will conduct weekly or biweekly monitoring and update meetings with City Staff.

Task 7: Transmittal (First Reading) and Adoption (Second Reading)

Scope of Work

• Present the Comprehensive Plan to the Local Planning Agency (LPA) hearing.
• Present the Comprehensive Plan at the City Commission transmittal hearing.
• Facilitate compliance with Florida Commerce and assist with the transmittal and adoption process, including addressing the Objections, Recommendations, and Comments (ORC) Report.
• Present final Comprehensive Plan to the City Commission at the adoption hearing.
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Timeline for Task 7

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- State provides ORC report within 60 days after transmittal of proposed Comprehensive Plan document
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Summary Table of all Tasks with Hours/Costs

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Task 5: Update Data and Analysis	163	$29,580
Task 6: Goals, Objectives, and Policies (GOP) Updates	163	$29,580
Task 7: Adoption and Transmittal	100	$14,800
Task 8: Timeline Schedule		$7,390
Total	**402**	**$148,000**

REQUEST FOR PROPOSALS (RFP)

COMPREHENSIVE PLAN REVIEW PROFESSIONAL SERVICES (CONSULTANT)

RFP No. PLDEV25-011R

PUBLISH DATE:	ALL QUESTIONS DUE:
December 4, 2024	January 16, 2025 by 5:00 PM
NON-MANDATORY PRE-PROPOSAL CONFERENCE:	**PROPOSAL DUE AND OPENING DATE:**
December 17, 2024 at 10:00 AM	January 27, 2025 at 3:00 PM

Location:
CITY OF BOYNTON BEACH
ROOM 115
100 E. OCEAN AVENUE
BOYNTON BEACH, FL 33435

Where to Deliver Proposal
Boynton-beach.bidsandtenders.net

bids&tenders Online Submission Only

Advertisement Date: December 5, 2024

REQUEST FOR PROPOSALS
COMPREHENSIVE PLAN REVIEW (CONSULTANT)
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The City of Boynton Beach

Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310

NOTICE TO PROPOSERS

REQUEST FOR PROPOSALS
FOR
COMPREHENSIVE PLAN REVIEW (CONSULTANT) SERVICES

RFP No. 25PLDEV-011R

Electronic Requests for Proposals (RFPs) shall be received by the e-procurement system up until **January 27, 2025; No Later Than 3:00 P.M. (Local Time);** unless specified otherwise and may not be withdrawn within (90) days after such date and time.

All RFPs received will be publicly opened and acknowledged of receipt by the City's e-procurement system electronically. The e-procurement system does not permit RFPs received after the assigned date and time. For the above reasons, it is recommended that the proposer(s) allow sufficient time to complete your online Submission and to resolve any issues that may arise.

ATTENTION, ALL INTERESTED PROPOSERS:

To obtain documents online, please visit Boynton-beach.bidsandtenders.net. Documents are not provided in any other manner.

SCOPE OF SERVICES:

The City of Boynton Beach's Planning and Development Department is seeking the services of a professional planning firm or other qualified entity to review, evaluate, and amend the City's Comprehensive Plan. The City conducted its last evaluation and appraisal of the Comprehensive plan in 2020 and adopted the Private Property Right element in 2023.

The new comprehensive plan and its nine (9) elements (Future Land Use, Transportation, Utilities, Conservation, Recreation and Open Space, Housing, Coastal Management, Intergovernmental Coordination, and Capital Improvement) should highlight the positive aspects of the City, the current challenges that it faces, and the various opportunities moving forward. Emphasis on the redevelopment and mixed-use development throughout the City, updates and preservation effort on the City's environmental sensitive lands, climate change resilience plan, improvements of the transportation system, and rapid growth and change in the community is expected. The final comprehensive plan should present a clear and unified vision for the future of the City.

A. Conduct a full review of the City's Comprehensive Plan, including data and analysis, and Goals, Objectives and Policies (GOPs) of all elements.

B. Create and implement a public engagement strategy to develop a clear vision for the future of the City's development.

C. Update data and analysis within nine (9) elements.

D. Review and update nine (9) elements of the City's Comprehensive plan including removing outdated details, maps, and wordiness.

E. Ensure that all elements comply with Florida Statues including the required 10-year minimum period.

F. Restructure all elements to create a more streamlined, reader-friendly comprehensive plan while ensuring that all elements are updated.

The Proposer(s) shall act as an independent contractor and not as an employee of the City.

PRE-PROPOSAL CONFERENCE:

A **NON-MANDATORY** Pre-Proposal Conference is scheduled for **December 17, 2024, at 10:00 AM** and will be held at City of Boynton Beach City Hall Room 115, 100 East Ocean Avenue, Boynton Beach, Florida 33435.

The purpose of this meeting is to provide a forum for all concerned parties to discuss the proposed contract, answer questions on the solicitation document, review the qualifications requested, provide instructions for submitting proposals, and discuss other relevant issues.

If any discussions or questions at the pre-proposal meeting require, in the City's opinion, official additions, deletions, or clarifications of the solicitation or any other document, the City will issue an addendum to this Request for Proposals, as the City determines is appropriate.

No oral representation or discussion taking place at the pre-proposal meeting will be binding or may be relied upon by any person or entity. All questions prior to the pre-proposal meeting should be submitted in writing through the City's e-procurement system by the deadline for questions.

Questions related to this RFP are to be submitted to the Purchasing representative through the e-procurement system only by clicking on the "Submit a Question" button for this specific solicitation.

LOBBYING / CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of the City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Division Director or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract that violates the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

PUBLIC RECORDS DISCLOSURE:

Pursuant to Florida Statutes §119.071, sealed Proposal responses received by the City in response to a Request for Proposal are exempt from public records disclosure requirements until thirty (30) days after the opening of the Proposals unless the City announces intent to award sooner. If the City rejects all Responses submitted in accordance with a Request for Proposal, and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Responses remain exempt from public disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A Proposal response, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all Proposals, or replies.

CITY OF BOYNTON BEACH

COMPREHENSIVE PLAN REVIEW (CONSULTANT)
RFP No.: 25PLDEV-011R

SECTION I – INSTRUCTION TO PROPOSERS – SUBMISSION REQUIREMENTS

Procurement Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The consultant's qualifications, experience, and price will be factors in the evaluation.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in Section IV.

PURCHASING DIVISION

Our Purpose: The City of Boynton Beach's Purchasing Division is dedicated to fostering equitable and fair competition in our solicitations through a transparent procurement process. We actively collaborate with local vendors to ensure that every participant has an equal opportunity to secure government contracts. Our commitment to fairness and transparency is unwavering.

Our Mission Statement: *We are steadfast in our commitment to promoting integrity, transparency, and fairness in every step of the procurement process. This dedication is the cornerstone of our mission.*

We strive to maximize value for our community by fostering competitive opportunities for local businesses, ensuring compliance with regulations, and delivering exceptional service to our stakeholders. Through collaboration, planning, and innovation, we aim to support the city's goals while enhancing the economic vitality of our region.

Key Goals: *As guardians of the public trust, our Purchasing Division is deeply committed to its purpose and mission. Upholding the values of vision, integrity, efficiency, and quality service, we strive to fulfill our commitments with unwavering dedication.*

Community Impact: *Our local, state, and nationwide vendors are essential partners in our purpose and mission. We are dedicated to collaborating with qualified, competitive vendors who share our commitment to quality, efficiency, teamwork, and exceptional customer service.*

A Message to our Vendors:

Your work as a vendor is not just about delivering products and services. It's about enhancing the overall value of our services to our residents. We expect high-quality products and efficient services, delivered on time and as specified, to make a real difference in our community. Additionally, we anticipate that our vendors will collaborate with us as a team and maintain the highest standards of integrity in all interactions with the city's offices and departments. These are expectations and standards we hold all our vendors to.

Diligence in fulfilling the requirements of this solicitation will significantly enhance the overall quality of services delivered to our community. The City seeks a firm that embodies these principles in its work, and the successful candidates will be evaluated against the performance standards detailed in this solicitation.

1.0 DEFINITIONS

Whenever the following terms appear in the RFP or Proposal, the intent and meaning shall be interpreted as follows:

"Addenda"
Written or graphic instruments issued before opening solicitations that clarify, correct, or change the solicitation requirements or the contract document.

"Agreement"
The written agreement between the City and the Consultant covering the scope of work to be performed, including other Contract Documents attached to the Agreement and made a part thereof. The words "Agreement" and "Contract" are used interchangeably.

"City" or "Owner"
The City of Boynton Beach, Florida, a municipal corporation of the State of Florida

"Contract Administrator"
The Department's Director or some other employee expressly designated as Contract Administrator in writing

by the Director, who is the representative of the City concerning the Contract Documents.

"Contract Documents"

The Contract Documents consist of this Agreement, conditions of the contract (General, Supplementary, and other Conditions), drawings, specifications of this solicitation, all addenda issued prior to, all modifications issued after execution of this Agreement, Notice of Award, Notice to Proceed, Certificate(s) of Insurance, Bonds and any additional modifications and supplements, Change Orders and Work directive changes issued on or after the effective date of the Contract. These Contract Documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

"Consultant "

The individual or firm who successfully receives the award for work to be completed as defined by this solicitation. Also referred to as Successful Proposer.

"Contract Administrator"

The City's authorized Contract representative.

"Defective"

An adjective which, when modifying the Work, refers to Work that is unsatisfactory, faulty, or deficient, does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents.

Effective Date of the Agreement

The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

"Evaluation/Selection Committee"

City Staff and /or outside consultants or subject matter experts who are assigned to evaluate the submitted proposals.

"Interested parties"

Firms or proposers interested in the solicitation and plan to eventually become proposers.

"Notice to Proceed"

A written notice given by the City to the Consultant fixing the date on which the contract time will commence to run and on which the Consultant shall start to perform the Consultant's obligations under the Contract Documents. Such Notice is to be issued by the project Contract Administrator.

"Online e-procurement system" or "e-procurement system"

The City of Boynton Beach's solicitation management system is "bids&tenders."

"Procurement Services"

The Procurement Division - Department of Finance of the City of Boynton Beach.

"Proposer/Offeror/Responder"

Any individual, firm, or corporation submitting a proposal for this project, acting directly or through a duly authorized representative. For the purpose of this solicitation, the terms "Offeror," "Proposer," and "Responder" are used interchangeably and have the same meaning.

"Request for Proposals (RFP)"

A method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract.

"Sub-Consultant"

Any person, firm, entity, or organization, other than the employees of the Consultant, who contracts with the Consultant to furnish labor, or labor and materials, in connection with the work or services to the City, whether directly or indirectly, on behalf of the Consultant.

"Responsible Proposer"

This means a person or firm capable of fully performing the requirements in the RFP and agreement and having the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit to ensure good faith performance.

"Responsive Proposer"

This means a Person or firm who has submitted a Proposal that conforms in all material respects to the requirements outlined in this RFP.

"Written Amendment"

A written amendment of the Contract Documents, signed by the City and the Consultant on or after the Effective Date of the Agreement and typically dealing with non-technical aspects rather than strictly work-related aspects of the Contract Documents.

"Unit Price or Hourly Wage Work"

Work to be paid for based on unit prices outlined within the RFP.

"Project, Services, or Program"

All matters that will be required to be done by the Consultant in accordance with the Scope of Work, Terms and Conditions, and Special Provisions of this RFP.

The following instructions are given to guide Proposers in adequately preparing their response. These directions have equal force and weight with the specifications, and strict compliance is required with all provisions.

1.1 DEPARTMENTS WITHIN THE CITY OF BOYNTON BEACH

Anytime the City releases a new solicitation, it will contain a prefix of one of the following types:

AC = Arts and Culture
BD = Building Department
CC = City Clerk
CW = Citywide
CS = Community Standards
DS = Development Services
FIN = Financial Services
FR = Fire Rescue
GO = Golf
HR = Human Resources
ITS = Information Technology Solutions
LIB = Library
PLDEV = Planning and Development
PUBA = Public Affairs
PW = Public Works
PD = Police Department
RP = Recreations and Parks
UTL = Utilities

This prefix will denote the department responsible for initiating the solicitation request.

1.2 TYPES OF SOLICITATIONS PROVIDED BY THE CITY

Anytime the City releases a new solicitation, it will contain a suffix of one of the following types:

B = Invitation for Bid (ITB)
R = Request for Proposal (RFP)
L = Letter of interest (LOI)
Q = Request for Qualifications (RFQ)
RQ = Request for Quote (RFQ)

This suffix will determine what type of solicitation the City will be procuring.

The City reserves the right to add any additional solicitation types at any time.

1.3 PROCUREMENT DEFINITION FOR SOLICITATION

A **Request for Proposal (RFP)** is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to the award of a contract. The consultant's qualifications, experience, and price will be factors in the evaluation.

Proposals will be evaluated by an evaluation committee based on the criteria set forth in SECTION IV.

1.4 ONLINE E-PROCUREMENT SYSTEM – (bids&tenders)

A. The City of Boynton Beach utilizes an electronic online e-procurement system service to notify and distribute its solicitation documents; please visit Boynton-beach.bidsandtenders.net.
B. To obtain documents online, please visit Boynton-beach.bidsandtenders.net.
C. Before registering for the opportunity, you may preview the solicitation documents with a Preview Watermark. Documents are not provided in any other manner.
D. Proposers are cautioned that the timing of their Submittal submission is based on when the Submittal is RECEIVED by the e-procurement System, not when a Submittal is

submitted, as the Submittal transmission can be delayed due to file transfer size, transmission speed, etc.

E. For the above reasons, sufficient time is recommended to complete your RFP Submission and resolve any issues that may arise. The online e-procurement system's web clock shall determine the closing time and date.

F. Proposers should contact bids&tenders support listed below at least twenty-four (24) hours prior to the closing time and date if they encounter any problems.

G. The e-procurement system will send a confirmation email to the Proposer advising that their submittal was submitted successfully. If you do not receive a confirmation email, contact bids&tenders support at support@bidsandtenders.net.

1.5 EXAMINATION OF CONTRACT DOCUMENTS

A. Before submitting a Proposal, each Offeror must visit the site (if applicable to the project) to become familiar with the facilities and equipment that may in any manner affect cost or performance of the work; must consider federal, state, grant requirements (if Applicable) and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, must carefully compare the Offeror's observations made during site visits or in review of applicable laws with the Proposal Documents; and must promptly notify the Procurement Officer of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

B. The Offeror, by and through the submission of a Proposal, agrees that it shall be held responsible for having examined the facilities and equipment (if applicable), is familiar with the nature and extent of the work and any local conditions that may affect it, and is familiar with the equipment, materials, parts, and labor required to perform the work successfully.

1.6 ELIGIBILITY OF PROPOSER

To be eligible to respond to participate in this RFP, the proposing firm or principals must demonstrate that they, or the principals assigned to the contract, have successfully provided services similar magnitude as those specified in SECTION II. SCOPE OF WORK (SERVICES) of this solicitation to at least one city similar in size and complexity to the City of Boynton Beach or can demonstrate they have the experience with large-scale private sector clients and the managerial and financial ability to perform the services successfully.

1.7 QUALIFICATIONS OF PROPOSERS

A. No e-submission will be accepted from, nor will any contract be awarded to, any person who is in arrears to the City of Boynton Beach upon any debt or contract or who has defaulted, as surety or otherwise, upon any obligations to the City, or who has been deemed irresponsible or unreliable to the City.

B. The City is not required to award any jobs to a Consultant based solely on their lowest e-submission price.

C. Awards will be based on past performance and quality of work in addition to the Consultant's RFP response.

D. If selected for a contract, all Consultants must perform to the satisfaction of the City before being considered for award of additional contracts.

E. Consultants whose performance is unsatisfactory shall be subject to debarment or suspension.

1.8 PRE-PROPOSAL CONFERENCE

The City may hold a pre-proposal conference for this project. The information regarding such a meeting will be noted on the 1st page of this document.

1.9 QUESTIONS AND ADDENDA ON THIS SOLICITATION

From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the Contract Documents. Since all addenda are available to Proposers through the City's e-

Procurement system Boynton-beach.bidsandtenders.net, it is the responsibility of each Proposer to have received ALL addenda issued.

Proposers should check online at Boynton-beach.bidsandtenders.net before submitting their proposal and until the proposal closing time and date in the event, to ensure no additional addenda are issued.

If a Proposer submits their proposal before the solicitation closing time and date and an addendum has been issued, the e-procurement system shall WITHDRAW the proposal.

The submittal status will change to an INCOMPLETE STATUS, and the Proposal will be withdrawn. The Proposer can view this status change in the "MY BIDS" section of the e-procurement system.

A. The Proposer is solely responsible for creating any required adjustments to their Proposal, acknowledging the addenda, and ensuring the re-submitted Proposal is RECEIVED by the e-procurement System no later than the stated Proposal closing time and date.
B. The Proposer is responsible for submitting written questions or requesting clarification for items included in this solicitation through bids&tenders.
C. All responses to questions or inquiries, interpretations, and supplemental instructions will be in the form of a written addenda, which, if issued, will be posted through bids&tenders.
D. No verbal interpretations may be relied upon.
E. Failure of any proposer to receive any such addenda or interpretation shall not relieve any Proposer from any obligation under a response as submitted. All addenda so issued shall become a part of the solicitation document.
F. Proposer shall acknowledge receipt of any addenda through the e-procurement system by checking a box for each addenda and any applicable attachment.
G. It is the Proposer's responsibility to have received all issued addenda. Proposers should check online at Boynton-beach.bidsandtenders.net prior to submitting their Submittal and up until the solicitation closing time and date in the event additional addenda are issued.
H. If any interested parties have received this RFP packet from a source other than bids&tenders directly and the Interested Party is not registered with bids&tenders, they must register with bids&tenders.
I. No negotiations, decisions, or actions shall be initiated by the Proposer because of any discussions with a City employee.
J. Only those communications in writing from the Purchasing Division may be considered a duly authorized expression. Also, only communications from proposers submitted through bids&tenders in writing will be recognized by the City as duly authorized expressions on behalf of the Proposer.
K. Late Submittal Responses are not permitted by the e-procurement system.
L. To ensure receipt of the latest information and updates via email regarding this solicitation, or if a Proposer has obtained this solicitation from a third party, the responsibility is on the Proposer to create an e-procurement system vendor account and register as a plan taker for the solicitation with bids&tenders.
M. All expenses for making submittal responses to the City are to be borne by the Proposer.

1.10 MISTAKES WITHIN RFP

Proposers are cautioned to examine all terms, conditions, specifications, scope of work, exhibits, addenda, delivery instructions, and special conditions pertaining to the solicitation. Failure to examine all pertinent documents shall not entitle the proposer to any relief from the conditions imposed in the Agreement and may lead to the rejection of a proposal.

1.11 SUBMISSION OF THE PROPOSAL

A. The City's e-procurement solicitation system shall receive ELECTRONIC SOLICIAITON SUBMISSIONS ONLY.
B. **Hardcopy submissions are not permitted.**

C. Electronic Request for Proposals for this solicitation shall be received by the City's e-procurement system no later than the time outlined on page #1 of this solicitation.

D. Late responses are not permitted by the e-procurement system. It shall be the sole responsibility of the Proposer to have their Request for Proposals submittal submitted online.

E. All proposals shall be submitted in English.

F. All prices, terms, and conditions proposed in the submitted response shall be expressed in U.S. Dollars and will be firm for acceptance for ONE HUNDRED TWENTY (120) calendar days after the closing of the RFP.

1.12 SOLICITATION FORMS

A. The Proposer will submit a response to the solicitation (RFP) on the proposal submission forms provided. All proposal submissions prices, amounts, and descriptive information must be entered into the e-procurement system bids&tenders.

B. The Proposer must state the price and the time of delivery for which they propose to deliver the equipment or service requested.

C. The Proposer must be licensed to do business as an individual, partnership, or corporation in the State of Florida.

D. All proposal submission forms should be executed and submitted for easy identification. Responses not submitted on proposal submission forms may be rejected.

E. All proposal submissions are subject to the conditions specified in this solicitation document. Submittals that do not comply with these conditions may be rejected.

1.13 EXECUTION OF SOLICITATION DOCUMENTS

Proposal submissions to this solicitation must contain a manual signature of an authorized representative in the space provided on all affidavits and proposal sheets.

1.14 CAUSES FOR REJECTION

No response will be canvassed, considered, or accepted which, in the opinion of the City's evaluation committee, is incomplete, informal, or unbalanced or contains inadequate documentation as required herein. Any alteration, erasure, interlineations, or failure to specify a response for all items called for in the schedule may render the proposal invalid.

1.15 REJECTION OF PROPOSALS

A. The City reserves the right to reject any proposal if the evidence submitted by the Proposer, or if the investigation of such Proposer, fails to satisfy the City that such Proposer is appropriately qualified to carry out the obligations and to complete the work contemplated.

B. Any or all proposals will be rejected if there is reason to believe that collusion exists among proposers. A proposal shall be considered irregular and may be rejected if it indicates serious omissions, alterations in form, additions not called for, conditions, unauthorized alternates, or irregularities of any kind.

C. The City reserves the right to reject any or all proposals, waive such technical errors, waive informalities or irregularities in any response received, re-advertise, or take any other actions as may be deemed best for the interests of the City.

1.16 WITHDRAWAL OF PROPOSALS

Any Responder may, without prejudice to themself, withdraw its response at any time prior to the expiration of the time during which responses may be submitted. Such withdrawal request must be in writing and signed in the same manner and by the same person who signed the response through bids&tenders. After the expiration period for receiving responses, no proposal can be withdrawn.

1.17 NO SUBMITTAL

A NO SUBMITTAL response can be submitted online through bids&tenders the e-procurement system.

1.18 SOLICITATION DEADLINE

The Proposer is responsible for ensuring that the proposal is submitted electronically by or at the proper time and date before the solicitation deadline. The e-procurement solicitation system does not permit late submission responses.

1.19 RIGHTS OF THE CITY FOR THIS REQUEST FOR PROPOSALS (RFP)

The City reserves the right to the following:

A. Reject any or all proposals.
B. Reject or cancel any or all proposals during the procurement process.
C. Reissue the solicitation.
D. Extend the RFP deadline time and date.
E. Procure any item by other means.
F. Increase or decrease the quantity specified in the Request for Proposals (RFP).
G. Consider and accept an alternate proposal as provided herein when most advantageous to the City.
H. Waive any defect, irregularity, or informality in any RFP procedure.
I. Waive as an informality technical error, minor deviations from specifications, defect, or accept a portion of any proposal deemed to be the most responsive, responsible Proposer(s) representing the most advantageous submission to the City.
J. In determining the "most advantageous proposal," price, quantifiable factors, and other factors are considered. Such factors include but are not limited to:
    a. Statement of Work
    b. Price Proposal
    c. Other factors contributing to the overall RFP outlined in SECTION IV – EVALUATION OF PROPOSALS.
K. Consideration may be given but is not necessarily limited to conformity to the specifications, including timely delivery; product warranty; a Proposer's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other agreements with the City or other government entities.

1.20 PROTEST PROCEDURE

Protest procedures are provided in the City of Boynton Beach Purchasing Policy. Protests shall be submitted in writing, addressed to the Purchasing Director, via hand delivery, or mail, along with a protest cash bond in an amount equal to 5% of the submittal price or $5,000, whichever is less.

The bond will be refunded to a protester if the protest is upheld. The protest must identify the solicitation, specify the basis for the protest, and be received by the Purchasing Division within the deadlines as follows:

A. If the protest relates to a Request for Proposal, must be received before the solicitation submittal deadline date.

B. If the protest relates to any other matter relating to the solicitation, including the intent to award of an agreement, the protest must be received no later than **THREE (3)** regular business days after the date of the intent to award notification of award by a member of the purchasing staff.

Failure to file a protest as outlined in the City of Boynton Beach's Purchasing Policy shall constitute a waiver of proceedings.

1.21 MINIMUM STANDARDS REQUIRED BY THE CITY

Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective Proposer has the following:

A. The appropriate financial, material, equipment, facility, and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements.
B. A satisfactory record of performance.
C. A satisfactory record of integrity.
D. Qualified legally to contract within the State of Florida and the City of Boynton Beach.
E. Supplied all necessary information in connection with the inquiry concerning responsibility.

1.22 DISQUALIFICATION OF PROPOSER

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. All proposals shall be rejected if there is reason to believe collusion exists between proposers.

Automatic disqualifiers are as follows:
A. Not being licensed to perform the required work by the Consultant.
B. Not being eligible to submit a proposal due to violations listed under "Public Entity Crimes."
C. Not completing all required forms outlined in Section III 3.4 F.

1.23 INFORMATION AND DESCRIPTIVE LITERATURE

The Proposer must furnish all information requested in the spaces provided on the proposal submission form. Further, as may be specified elsewhere, each Proposer may need to submit cuts, sketches, descriptive literature, and technical specifications covering the products or services offered for proposal evaluation. Reference to literature submitted with a previous submittal or on file with the City will not satisfy this provision.

1.24 INTERPRETATIONS

To ensure fair consideration for all Proposers, the City prohibits communication to or with any department, officer, or employee during the solicitation process as described in the Cone of Silence except as otherwise specified. If the Proposer should be in doubt as to the meaning of any of the solicitation documents or believes that the plans and/or specifications contain errors, contradictions, or reflect omissions, the Proposer shall direct questions to the Purchasing representative through the e-procurement solicitation system only by clicking on the "Submit a Question" button for this solicitation, no later than ten (10) days prior to the solicitation deadline.

1.25 CERTIFICATIONS, LICENSE, AND PERMITS

A. Unless otherwise directed by the City, the Proposer should provide a copy of all applicable certificates of Competency or Licenses issued by the State of Florida or the Palm Beach County Licensing Board in the name of the Proposer.
B. If applicable, the Proposer shall also maintain a current Local Business Tax Receipt (Occupational License) for the County and all permits required to complete the contractual service at no additional cost to the City.
C. A County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. It shall be the responsibility of the Consultant to obtain all certifications, licenses, and permits, if required, to complete the services at no additional cost to the City.
D. It is the responsibility of the Proposer to ensure all required certifications, licenses, and permits are maintained and are current throughout the term of the Agreement, inclusive of any renewals.
E. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.
F. Failure to meet this requirement shall be considered a default of the Agreement.

1.26 SUB-CONSULTING

A. If a Proposer utilizes sub-consultants for any portion of the Agreement for any reason, the Proposer should state the name and address of the sub-consultant and the name of the

person to be contacted on the online form within the e-procurement system under "Schedule of Sub-consultant."

B. The City of Boynton Beach reserves the right to accept or reject any or all proposals wherein a sub-consultant is named and to make the award to the Consultant, who, in the opinion of the City, will be in the best interest of and/or most advantageous to the City.

C. The City also reserves the right to reject a submission of any Proposer if the solicitation names a sub-consultant who has previously failed to perform an award properly or failed to deliver on-time contracts of a similar nature or who cannot perform correctly under this award.

D . The City reserves the right to inspect all facilities of any sub-consultant to determine the foregoing.

E. The sub-consultant will be equally responsible for meeting all requirements specified in this Request for Proposals (RFP).

F. Proposers are encouraged to seek participation from minority and women-owned business enterprises in subcontracting opportunities. The City reserves all rights to determine the foregoing.

1.27 ESCALATOR CLAUSE

Any proposal that is submitted subject to an escalator clause will be rejected.

1.28 EXCEPTIONS BY PROPOSER

A. Incorporation in a proposal of exceptions to any portion(s) of the Contract Documents may invalidate the proposal. Exceptions to the Scope of Work and/or Special Provisions shall be clearly and specifically noted in the submitted proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS,**" which shall be attached to the proposal.

B. Any exceptions taken to the terms and conditions of the solicitation or the City's Agreement shall be considered a part of the Proposer's solicitation response and will be considered by the City in its evaluation. Any exception not specifically stated is deemed waived. Submission of any exceptions does not denote acceptance by the City. Furthermore, taking exceptions to the City's terms and conditions may be viewed unfavorably by the City/evaluation committee and ultimately may impact the overall evaluation of a Proposer's submittal.

C. The use of the Proposer's standard forms or the inclusion of the manufacturer's printed documents shall not be construed as constituting an exception within the intent of the Contract Documents.

1.29 TRADE SECRET

Any language contained in the Proposer's proposal purporting to require confidentiality of any portion of the Proposal, except to the extent that certain information is, in the City's opinion, a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City that the Proposer claims are Trade Secret information and exempt from Florida Statutes Chapter 119.07 (Public Records Laws), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's proposal constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City its officers, employees, volunteers, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR PROPOSAL AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR PROPOSAL OR ANY PART THEREOF AS COPYRIGHTED.

1.30 ANTI-KICKBACK AFFIDAVIT

Each Proposer shall complete the Anti-Kickback Affidavit Form and shall submit this form with their Proposal. The City considers the failure of the Proposer to submit this document to be a major irregularity and may be cause for rejection of the Proposal.

1.31 CONFLICT OF INTEREST / GIFT POLICY

The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in a manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. All Proposers shall disclose the name of any City employee or relative of a City employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Proposer's firm or any of its branches.

A. CONFLICT OF INTEREST:

No employee, officer, or agent of the City may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a proposer considered for a City contract.

In addition, the Proposer shall disclose to City in writing all federal criminal law violations involving fraud, bribery, or gratuity that potentially affect the award of this solicitation. Failure to make the required disclosures can result in withheld payments, award termination, suspension, or debarment of the proposer.

B. ORGANIZATIONAL CONFLICT OF INTEREST:

The Proposer shall not have activities or relationships (a) causing the Proposer to be unable, or potentially unable, to render impartial assistance or advice to the City; (b) impairing the Proposer's objectivity in performing the contract work; or (c) resulting in an unfair competitive advantage.

1.32 GIFT POLICY

No Proposer who is a party to, or receives a benefit from, this Agreement shall offer a gratuity, favor, or anything of monetary value to any officer, employee, or agent of the City. Further, no officer, employee, or agent of the City shall solicit or accept a gratuity, favor, or anything of monetary value from a Proposer who is a party to, or receives a benefit from, this Agreement.

1.33 CONFIRMATION OF MINORITY-OWNED BUSINESS

It is the desire of the City of Boynton Beach to increase the participation of minority-owned businesses in its contracting and procurement programs. While the City does not have any preference or set-aside programs in place, it is committed to a policy of equitable participation for these firms. Therefore, each Proposer shall complete the Confirmation of Minority-Owned Business Form and shall submit the form with its submission.

1.34 LOCAL BUSINESS PREFERENCE

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications, or Requests for Letters of Interest, the solicitation shall include a criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. Local Preference shall not be applied when its application would result in an award that exceeds

the otherwise lowest responsive, responsible proposer by 5% or $5,000 whichever is lower. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification, or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Purchasing Division, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference."

Respondents must include the Local Business Status Certification Form with their RFP submissions to be considered for a local business preference.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion.

If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the total 5 points allotted by each evaluation committee member. Firms not meeting the Preference requirements will receive zero points in this evaluation criterion.

1.35 AWARD OF AGREEMENT:

A. Agreement(s) or purchase order(s) will be awarded by the City to the most qualified, responsive, responsible Proposer whose submission represents the most advantageous proposal to the City, the price of the proposal, and other factors considered.

B. Proposals will be evaluated based on the evaluation factors and standards set forth herein. The City reserves the right to reject all proposals and waive technical errors as set forth herein.

C. In the event of a court challenge to an award by any Proposer, damages, if any, resulting from an award shall be limited to actual proposal preparation costs incurred by the challenging Proposer. Each party shall be responsible for its own attorney's fees and costs.

D. In no case will the award be made until all necessary investigations have been made into the Proposer's responsibility and the City is satisfied that the most qualified, responsive, responsible Proposer is qualified to do the work and has the necessary organization, licenses, permits, capital, and equipment to carry out the required work within the time specified.

1.36 SIGNING OF AGREEMENT:

An Award Letter will be presented to the Consultant. Within ten (10) calendar days after the award letter is issued, the Consultant should sign and deliver the Agreement to the City with the required bonds (if applicable) and insurance certificates. After receiving and approving such documents, the Agreement would be executed within thirty (30) calendar days. The City intends to deliver a fully signed and executed Agreement to the Consultant. At times, a purchase order will be issued in lieu of a formal agreement.

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PROFESSIONAL SERVICES (CONSULTANT)
RFP No: 25PLDEV-011R

SECTION II – SCOPE OF WORK (SERVICES) – PROJECT CONTRACT

2.1 BACKGROUND

The City of Boynton Beach's Planning and Development Department is seeking the services of a professional planning firm or other qualified entity to review, evaluate, and amend the City's Comprehensive Plan. The City conducted its last evaluation and appraisal of the Comprehensive plan in 2020 and adopted the Private Property Right element in 2023.

The new comprehensive plan and its nine (9) elements (Future Land Use, Transportation, Utilities, Conservation, Recreation and Open Space, Housing, Coastal Management, Intergovernmental Coordination, and Capital Improvement) should highlight the positive aspects of the City, the current challenges that it faces, and the various opportunities moving forward. Emphasis on the redevelopment and mixed-use development throughout the City, updates and preservation effort on the City's environmental sensitive lands, climate change resilience plan, improvements of the transportation system, and rapid growth and change in the community is expected. The final comprehensive plan should present a clear and unified vision for the future of the City.

2.2 SCOPE OF SERVICES

A. Conduct a full review of the City's Comprehensive Plan, including data and analysis, and Goals, Objectives and Policies (GOPs) of all elements.

B. Create and implement a public engagement strategy to develop a clear vision for the future of the City's development.

C. Update data and analysis within nine (9) elements.

D. Review and update nine (9) elements of the City's Comprehensive plan including removing outdated details, maps, and wordiness.

E. Ensure that all elements comply with Florida Statues including the required 10-year minimum period.

F. Restructure all elements to create a more streamlined, reader-friendly comprehensive plan while ensuring that all elements are updated.

2.3 TASKS REQUIRED BY CONSULTANT

A. **<u>Task 1: Review and analyze the existing Comprehensive Plan and relevant documents.</u>**

a Review of the current Comprehensive Plan and City's approved Strategic Plan and analyze if priorities within the existing Comprehensive Plan have been supported.

b Identify where updates and changes are needed in each element based on the current Comprehensive Plan and changes in state statues.

c Prepare for recommended amendments to each applicable element based on the Evaluation and Appraisal Review.

d Prepare and conduct a kick-off meeting with appropriate City representatives for each element (roundtable meetings).

e Attend a City Commission meeting and assist City staff in initial discussions with the Commission on the Comprehensive Plan update project and process. With City staff's assistance conduct several 1-on-1 interviews with Commissioners as may be necessary.

B. **<u>Task 2: Background Data, Inventory and Analysis.</u>**

a Continue review and incorporation of all relevant resources supplied by City for nine (9) elements.

b Research and prepare new data from appropriate data sources and as required by State statutes for inclusion in nine (9) elements.

c Coordinate with City staff to conduct group or individual interviews with key City personnel and officials to gain insight of their perspective and objectives for the Comprehensive Plan update.

d Review the City's approved Strategic Plan 2024 - 2029 (Resolution 24-205) and provide city staff a report to add and update applicable elements accordingly.

C. Task 3: Public Outreach and Participation.

a Prior to a kick-off meeting of public outreach and participation, discuss with City staff the particulars of a tailored strategy for reaching out to and engaging the public at different stages of the planning process.

b Develop a stakeholder database with assistance from City staff and officials and will notify to various community engagement activities.

c Prepare for a community profile summarizing statistics of the existing conditions in the city. This community profile can be utilized throughout the planning process.

d Conduct several "Community Engagement" events throughout the planning process. These citywide workshop-style meetings and/or open houses will be held at convenient central locations at times convenient to the largest possible number of attendees. The consulting team shall look at nontraditional design activities to interactively engage the attendees.

e In addition to Community Engagement meetings, prepare to discuss a wide range of the type of activities including such as social media, various survey techniques, meeting in a box and others. Supplementary public participation activities and tools shall be utilized to further the public participation.

f Create a web site appropriate to Boynton Beach guidelines and include nightly site backups and user maintenance.

D. Task 4: Summary and Recommendations

a Prepare for a summary based on the public engagement. The summary shall include the community's preferred strategies and focused visions for the City.

b Submit the summary to the City staff for reviews and comments.

c After the City staff reviews and edits, present the summary to the City Commission along with recommendations.

E. Task 5: Update Data and Analysis

a Prepare the updated Data & Analysis section for each Comprehensive Plan element. It will become basis for the update of the GOPs.

b The updated data and analysis shall include the areas for its potential impact on growth of the City, if annexed.

c The future condition maps that are adopted as part of the amended Comprehensive Plan should be updated for inclusion in the adoption document.

F. Task 6: Goal, Objective, and Policy updates.

a Review of existing Goals, Objectives and Policies (GOPs) of nine (9) elements (Future Land Use, Transportation, Utilities, Conservation, Recreation and Open Space,

Housing, Coastal Management, Intergovernmental Coordination, and Capital Improvement).

b Prepare recommendations for changes and updates of existing Goals, Objectives and Policies (GOPs) for each element.

c Draft amendments of the Goals, Objectives and Policies (GOPs) of nine (9) elements to address deficiencies, incorporate the City's future plan, and establishes a framework for the City through 2050.

d Following the City staff and Commission review of draft amendments, edit the Comprehensive Plan amendments as needed. City staff will coordinate internally to get appropriate review complete with other City staff and will supply with a consolidated list of edits.

G. Task 7: Adoption and Transmittal

a Present the drat Comprehensive Plan to City Commission meeting at the transmittal hearing.

b State Agency Review and comment: Update the draft according to the comments.

c Present the final Comprehensive Plan to the City Commission at the adoption hearing.

d Assist City staff as needed during the adoption and transmittal period.

H. Task 8: Provide a timeline schedule to complete the Comprehensive Plan amendment.

2.4 MINIMUM QUALIFICATIONS OF PROPOSER

Qualifications will only be considered from firms engaged in providing services as described in this RFP and who can provide evidence that they have established a satisfactory performance record in meeting the qualification requirements established in the RFP. Emphasis should be placed on the qualifications and experience of key personnel who will be directly involved in the work. Any sub-consultants proposed for collaboration shall be identified.

The responder should submit the following information with a statement of qualifications. This information, along with any other data that the City considers will be used in determining if the responder is qualified to provide the specified service and work.

1. Firm must have at least ten (10) years of considerable and successful relevant experience.
2. Firm must possess an AICP certification.

2.5 EXPECTED TIMELINE BY THE CITY

The City would like this project to be completed by January 31, 2026. The Proposer(s) shall act as an independent contractor and not as an employee of the City.

2.6 GENERAL

The Consultant(s) shall furnish all tools, materials, equipment, sub-consultants, labor, supervision, etc., as necessary for the Proposer to maintain and complete the assigned as outlined in the agreed-upon scope of work/services provided within this Request for Proposals. All mileage and travel time to and from the job site is not reimbursable. The City reserves the right to negotiate the Agreement's final terms, conditions, and pricing structure as may be in the City's best interest.

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COMPREHENSIVE PLAN REVIEW (CONSULTANT)
RFP No: 25PLDEV-011R

SECTION III – SUBMISSION OF PROPOSALS – REVISED

3.1 GENERAL REQUIREMENTS

The Technical Proposal aims to demonstrate the qualifications, competence, and capacity of the Firms seeking to undertake the requirements of this RFP. As such, the substance of the Proposal will carry more weight than its length, form, or manner of presentation. The Technical Proposal should demonstrate the qualifications of the Proposer and the particular staff to be assigned to this engagement. It should also specify an approach that will meet or exceed the RFP requirements. The selected Consultant(s) shall provide sufficient organization, personnel, and management to carry out the requirements of this RFP expeditiously and economically, consistent with the City's needs. Additionally, the Consultant will be required to demonstrate recent experience successfully completing services similar to those specified in this RFP.

3.2 QUALIFICATIONS OF PROPOSERS

Proposals will be considered from qualified firms whose experience includes successful work in the industry. Qualifications will be substantiated via the fulfillment of various documented requirements within the submitted proposal.

1. Each Offeror shall submit a detailed proposal on the City's e-procurement platform containing the following items:
2. Complete the **Proposer's Qualification Statement**
3. **The Letter of Interest** shall summarize the Proposer's primary qualifications and a firm commitment to provide the proposed services.
4. Brief but complete history of your firm
5. **Narrative Document** describe the Firm and provide a statement of the Firm's qualifications for performing requested consulting services within South Florida and the approach that will be utilized to meet the requirements of this RFP.
6. Identify the services that your Firm's staff would complete and those that would be provided by sub-consultants, if any.

3.3 QUALIFICATIONS of PROJECT TEAM and AVAILABILITY of SPECIALTY RESOURCES

Provide an overview of the qualifications of the specific project team to be submitted by the Firm/Individual to perform the requested services, including:

1. **An organizational chart** that clearly defines the lines of authority and specifically lists the Client Service Manager, Project Manager, and primary Project Professional. These project team members are hereafter referenced as "key contract members".

2. **Narrative Document** to include resumes of key personnel who will actually be assigned to the City of Boynton Beach Comprehensive Plan project and describe their roles, qualifications and experience that demonstrates understanding of the requirements enumerated herein. Note: The city of Boynton Beach expects those individuals listed to be those who will actually perform the work. No substitutions will be permitted without the express written approval of the City.

3.4 CURRENT and PROJECTED WORKLOAD of THE PROPOSER (by local office if applicable)

Provide quantitative data that clearly indicates the ability of the Proposer to devote the necessary time and resources to successfully complete the service and projects promptly. Current and projected workload data shall be provided for each key project member as follows:

1. Current project work listing and remaining labor commitments.

2. Historically, describe the typical number of projects handled by the Proposer's key project managers at any given time.
3. Projected workload of project management activities as defined in the scope of services.
4. Identify any sub-consultant firms providing significant services that may be assigned more than five (5%) of the work

3.5 REFERENCES

Provide a list of three (3) governmental agency references or similar contracts for which the Proposer has completed or is in progress within the past ten (10) years with the following information:

1. Name of Agency
2. Address
3. Contact Name, Email Address
4. Telephone Number

The City is interested in learning about other firms' or government agencies' experiences with your firm. Please do not list the City of Boynton as a reference.
Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will email or call each reference up to three (3) times. If there is no answer after the third attempt, the City may apply no points for that project experience.

3.6 LICENSES AND CERTIFICATIONS

To be eligible for award of this contract, all Professional Services firms must possess at time of RFP closing, all applicable state and/or county license(s) as may be required to perform the scope as determined by state and/or county licensing agency.
Occupational license must be in effect as required by Florida Statute §205.065.

3.7 DOCUMENT UPLOADS

The following is a summary of documents required to be submitted or agreed to electronically for this RFP. Failure to include a technical proposal, bid surety (if required below), or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which may have been inadvertently missed and, by their nature, do not impact the price or the Offeror's cost of doing business should accompany the Proposal; but must be provided within three (3) business days of the City's request to be considered responsive:

Document Upload 1: Non-Collusive Affidavit & Acknowledgement, Anti-Kickback Affidavit, Affidavit of Compliance with Foreign Entity Law, Affidavit of Compliance with Anti-Human Trafficking Laws
Document Upload 2: Affidavit Pursuant to Florida Statute § 287.135 and E-Verify Affidavit.
Document Upload 3: Provide copy of Florida Professional Registration Licenses
Document Upload 4: Current Certificate of Insurance including Professional Liability Insurance at the levels identified on the Insurance Advisory Form as an attachment and Form W-9.
Document Upload 5: Brief but Complete History of Company.
Document Upload 6: Narrative Document describing the Firm and provide a statement of the Firm's qualifications for performing requested consulting and planning services within South Florida and approach to RFP.
Document Upload 7: Organizational Chart and Narrative Document to include resumes of key personnel who will be assigned to the City of Boynton Beach project and describe their roles, qualifications and experience that demonstrates understanding of the requirements enumerated herein.
Document Upload 8: Narrative of Current and Projected Workload.
Document Upload 9: Documentation to support MBE / WBE / DBE / SBE Certification.
Document Upload 10: **Optional** - Submit any supplemental information you feel is relevant to the evaluation of your company's qualifications.

3.8 DIGITAL FORMS TO BE COMPLETED WITH PROPOSAL

The following fillable digital forms have been created and must be submitted/acknowledged with each bid:

1. Proposer Qualification Statement
2. Confirmation of Drug Free Workplace
3. Palm Beach Inspector General
4. Local Business Certification
5. Schedule of Sub-Consultants
6. References
7. Declaration of Minority Owned Business
8. Proposer Acknowledgement

3.9 PRICE PROPOSAL

All prices are entered into Bids and Tenders in Step 1 – Schedule of Prices. The form in the document is for informational purposes only

COMPREHENSIVE PLAN REVIEW (CONSULTANT)
RFP No: 25PLDEV-011R

SECTION IV – EVALUATION OF PROPOSALS

4.1 EVALUATION METHOD AND CRITERIA

A preliminary evaluation of each Proposal will be conducted by the City's Purchasing Division Agent or Designee through the City's electronic e-procurement system Boynton-beach.bidsandtenders.net.

This evaluation determines if the Proposal is responsive to the submission requirements as outlined in this solicitation based on the information provided about your firm. A responsive Proposal follows the solicitation requirements, includes all documentation, is submitted in the format outlined in this solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

The City will assemble an Evaluation and Selection Committee, herein referred to as "Selection Committee," comprised of City staff and an outside consultant(s), if deemed necessary. The Selection Committee may utilize the City's e-procurement system to electronically evaluate all submittals based on the information provided and criteria as set forth in this solicitation. The City's Selection Committee will act in what they consider to be the best interest of the City and its residents. **Price shall not be the sole determining factor for selection.**

The selection of the best-qualified Respondent(s) will be based on whether the Respondent(s) are responsible and responsive, which means a Firm that has submitted a proposal that conforms in all material respects to the requirements in this RFP. The criteria provided below is provided to assist the Proposer in the allocation of their time and efforts during the submission process. These criteria serve as the evaluation framework used by the Evaluation Committee during both the scoring and, if applicable, the shortlisting process.

#	Evaluation Criteria	Possible Point Range	Weight
	Compliance with Request for Proposals Requirements (Responsiveness)	**[Mandatory].**	
A.	**Managerial Capacity, Relevant Experience, and Quality of Response**		
1.	Previous related work experience and qualifications in comprehensive plan amendments in South Florida.	0 - 10	25%

2.	Previous related work experience and qualifications in comprehensive plan amendments in coastal communities.	0 - 10	5%
3.	Management and a variety of specialized staffing	0 - 10	20%
B.	**Services to be Provided and Quality Control**		
4.	Demonstrates a clear understanding of the scope of work and other technical or legal issues related to the project	0 - 10	15%
5.	Demonstrate ability to perform the following specialized engineering work: transportation planning, utility planning, civil engineering	0 - 10	20%
C.	**References of Past Performance**		
6.	Previous work experience in public outreach related to Comprehensive Planning.	0 - 10	10%
7.	Approach to work, including the ability to meet deadlines	0 - 10	15%
D.	**Project Price Proposal**		
8.	Price	0 - 10	10%
9.	Local Vendor Preference (5 points):	0 or 10	5%
10.	Presentations (If requested by EC)	0 - 10	25%

4.2 QUALITATIVE GUIDELINES FOR ASSIGNING AWARD POINTS TO EVALUATION CRITERIA

EVALUATION CRITERIA

Each Evaluation Committee Member shall award a rating of 1 to 10 for each category based upon each member's assessment of Proposers response to the criteria.

The following qualitative guidelines:

- **10 - Outstanding Response:** Highly comprehensive, excellent reply that meets all the requirements of the areas within that category. In addition, the response covers areas not originally addressed within the RFP category and includes additional information and recommendations that would prove both valuable and beneficial to the agency. This response is considered to be an excellent standard, demonstrating the Proposer's authoritative knowledge and understanding of the project.

- **9-8 Excellent Response:** Provides useful information, while showing experience and knowledge within the category. The proposal is well thought out and addresses all requirements set forth in the RFP. The Proposer provides insight into experience, knowledge and understanding of the subject.

- **7-6 Good Response:** Meets all the requirements and has demonstrated in a clear and concise manner a thorough knowledge and understanding of the subject matter. This response demonstrates an above average performance with no apparent deficiencies.

- **5-4 Fair Response:** Meets the requirements in an adequate manner. This response demonstrates an ability to comply with guidelines, parameters, and requirements with no additional information put forth.

- **3-1 Inadequate Response:** Minimally meets the requirements for the Evaluation Criteria as set forth in the

- **0-Failed Response/ No Response (no points awarded): Does not** meet the requirements for the Evaluation Criteria set forth in the RFP.

LOCAL PREFERENCE

- **10 - Business is located in the City limits of Boynton Beach**
- **0 - Business is located outside the City limits of Boynton Beach**

4.3 EVALUATION CRITERIA

a. **Compliance with Request for Proposals Requirements (Responsiveness) [Mandatory]**.

This refers to the adherence to all conditions and requirements of the Request for Proposals.

b. **Managerial Capacity, Relevant Experience, and Quality of Response**

This refers to the exact type and nature of the offeror's proposed services and how they accomplish the objectives of the requested term contract the quality planning process that they utilize to ensure compliance with our specification's requirements, as well as the ability to rapidly respond to the City's needs, as defined in the Evaluation Criteria.

The proposer's capability in all respects to have sufficient management and supervisory staff available to manage work teams and project performance and to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification.

c. **Services to be Provided and Quality Control**

The proposer clearly demonstrated an understanding of the work to be performed.

d. **References of Past Performance**

Reference information was gathered from other entities regarding the past experience of the Proposer, as well as other areas addressed in the *Scope of Work* herein.

e. **Proposed Costs**

Offeror's price and cost proposals.

This refers to the proposed schedule included in the RFP. Each location has a separate charge. The City reserves the right to award to the proposer that is seen to be in the City's best interest. (**Please note that price is only one factor for consideration of award**).

Submitted project cost shall not be subject to change until formal negotiations have begun with a designated firm.

*Contract Cost will be calculated per the following "sample" formula.

Firm A: Proposed Price $20,000 Percentage = 100% X Weight (20) = 20 Points
Firm B: Proposed Price $25,000 Percentage = 80% X Weight (20) = 16 Points
Firm C: Proposed Price $28,000 Percentage = 71% X Weight (20) = 14.2 Points
Firm B's percentage is $20,000 ÷ $25,000 = 80% of maximum points

Firm C's percentage is $20,000 ÷ $28,000 = 71% of maximum points

a. **Local Vendor Preference**
(Prohibited by Local, State or Federal Grant funding provisions.)

The City of Boynton Beach Administrative Policy No. 10.16.01 provides for a local business preference.

"For all acquisitions made pursuant to Requests for Proposals, Requests for Qualifications, or Requests for Letters of Interest, the solicitation shall include a weighted criterion for Local Businesses of five percentage points (5%) of the total points in the evaluation criteria published in the solicitation. For all acquisitions made pursuant to Requests for Proposals, Requests for Qualification, or Requests for Letters of Interest, where the solicitation includes a qualitative ranking rather than a quantitative selection, the evaluation criteria shall include a Local Business preference, as reasonably determined by the Purchasing Division, consistent with the intent of this Policy. Each such solicitation shall clearly define the application of the Local Business preference."

Respondents must include the Local Business Status Certification Form with their RFP submissions to be considered for a local business preference.

Failure to submit this form at the time of RFP submittal will result in the Respondent being found ineligible for the local business preference for this solicitation and will receive zero (0) points for that criterion.

If the Respondent meets the requirements of a local business as defined by the preference, the proposal will be awarded the total 5 points allotted by each evaluation committee member. Firms not meeting the Preference requirements will receive zero points in this evaluation criterion.

4.4 CITY'S RIGHT TO USE BEST-VALUE SCORING

The Evaluation Committee also retains the discretion to employ a ranking system as an alternative to the weighted criteria. Upon request, the committee may rank the responses from 1st to 2nd place, based on the total number of submissions under review.

4.5 ADDITIONAL CLARIFICATION

The City reserves the right to seek clarification from any or all Proposers if the information received during the evaluation process requires further explanation. Clarifications may be requested either before or after shortlisting, depending on what the Evaluation Committee determines to be in the best interest of the City.

4.6 BEST AND FINAL OFFER

A process requested from one proposer or short-listed proposers for their best price(s) for a specific solicitation before determining a contract award. This shall be at the discretion of the Evaluation Committee. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions.

The City reserves the right to request Best and Final Offers from any or all Proposers if it is determined that further revisions to the proposal, including the proposed price, are necessary.

4.7 SELECTION PROCESS

A. An Evaluation Committee consisting of the City's staff members, and may include outside consultants as deemed necessary, will review each written submission to ascertain whether the provider is qualified to render the required services according to State regulations and the requirements of this RFP.

B. This weighted criterion is the evaluation framework the EC uses during the shortlist and scoring process.

C. The Evaluation Committee review of proposals meeting will be scheduled and publicly noticed and is open to anyone who wants to attend. All EC members scores may be electronically opened and read aloud for discussion among the Evaluation Committee members.

D. The Evaluation Committee may, at its sole discretion, request discussions or interviews or require presentations, additional information, or clarification of any information submitted by Respondent(s).

E. The Evaluation Committee may establish equal time limits for all firms as necessary to facilitate its evaluation. If conducted and after the completion of the discussions, interviews, or presentations, the Committee will utilize the presentation points outlined above.

F. After the final ranking is completed, the Evaluation Committee will make a motion for a recommendation for an award, which will be submitted to the City Commission for approval.

G. After approval by the City Commission, the City Representative authorized to execute contracts will execute an Agreement(s) based on the attached draft contract developed from this Request for Proposals (RFP).

H. The City reserves the right to include additional provisions if the inclusion is in the City's best interest, as determined solely by the City.

I. CONTACT WITH ANY PERSONNEL OF THE CITY OF BOYNTON BEACH OTHER THAN THE PROCUREMENT REPRESENTATIVE DURING THE SOLICITATION, EVALUATION AND AWARD PROCESS REGARDING THEIR REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

J. In the event less than three (3) firms' express interest in a solicitation or less than three (3) are deemed qualified by the Evaluation Committee, then Procurement Services shall make a determination as to whether to proceed with the lesser number of firms.

K. If the decision is to re-advertise, and after a subsequent advertisement, resulting in three (3) firms that still cannot be qualified, then the City shall proceed hereunder with the qualified firms.

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PROFESSIONAL SERVICES (NON-CONSTRUCTION)
RFP No: 25PLDEV-011R

SECTION V – STANDARD GENERAL TERMS AND PROVISIONS

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.

5.1 FAMILIARITY AND COMPLIANCE WITH LAWS, CODES AND REGULATIONS:

Before submitting a proposal to this RFP, proposers shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

Proposers 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 Proposer shall not be a cause for relief from responsibility.

5.2 NON-COLLUSION

Proposer shall not collude, conspire, connive, or agree, directly or indirectly, with any other proposer, firm, or person to submit a collusive or sham response in connection with the work for which the response has been submitted or to refrain from responding in connection with such work or have in any manner, directly or indirectly, sought by a person to fix the price or prices in the proposal submission form or of any other proposer, or to fix any overhead profit, or cost elements of the proposal price of any other responder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other proposer, or any person interested in the proposed work. The proposer certifies there has been no collusion with any other firm or employees from any other firm who will be submitting a proposal on the same project.

5.3 LEGAL CONDITIONS

Proposers are notified to familiarize themselves with the provisions of the law of the State of Florida relating to the hours of labor on municipal work and with the provisions of the laws of the State of Florida and the Charter and Ordinances of the City of Boynton Beach.

5.4 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.

5.5 ADDITIONAL HOURS QUANTITIES

The City reserves the right to acquire additional hours or quantities of the requested proposal services at the prices proposal in this solicitation.

If additional quantities are not acceptable, the price proposal sheets must be noted: **"PROPOSAL IS FOR SPECIFIED QUANTITY ONLY".**

5.6 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. 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.

5.7 LEGAL REQUIREMENTS:

Proposer shall comply with all Federal, State, County, and City laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Proposer will in no way be a cause for relief from responsibility.

5.8 ON PUBLIC ENTITY CRIMES

All Request for Proposals as defined by Section 287.012(11), Florida Statutes, requests for proposals as defined by Section 287.012(16), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract or provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

5.9 FEDERAL AND STATE TAX:

The City of Boynton Beach is exempt from Federal and state taxes.

5.10 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.

5.11 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

The Proposer certifies that all material, equipment, etc., contained in this proposal 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.

5.12 PALM BEACH COUNTY INSPECTOR GENERAL:

The Proposer and, if awarded Consultant, 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 Consultant and its sub-consultant and lower-tier sub-consultants.

The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its sub-consultants or lower-tier sub-consultants 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.

5.13 OTHER AGENCIES

Any Agreement(s) resulting from this RFP and from this submitted proposal 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 Proposer(s).

5.14 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.

5.15 NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

A. The City is committed to assuring equal opportunity in awarding orders/contracts and complies with all laws prohibiting discrimination.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

5.16 INDEPENDENT CONTRACTOR RELATIONSHIP:

The Proposer and, if awarded Consultant, 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 Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its

employees perform the work, and in all respects, the Consultant'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.

5.17 OMISSION OF DETAILS

Omission of any essential details from the terms or specifications contained herein will not relieve the responding Firm of supplying such product(s) or service as specified.

5.18 LOBBYING - CONE OF SILENCE:

Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Boynton Beach imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation as of the deadline to submit the proposal, or other response and shall remain in effect until the City Commission awards or approves a contract, rejects all responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no Proposer or its agent shall directly or indirectly communicate with any member of City Commission or their staff, the Manager, any employee of Boynton Beach authorized to act on behalf of Boynton Beach in relation to the award of a particular contract or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Manager or designee. (Section 2-355 of the Palm Beach County Code of Ordinances.) Failure to abide by this provision may serve as grounds for disqualification for the award of contract to the Proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-proposal conferences, oral presentations before Selection Committees, contract negotiations during any public meeting, presentations made to the City Commission, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Boynton Beach as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in the Purchasing Manual.

5.19 LEGAL EXPENSES:

The City shall not be liable to a Proposer 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.

5.20 NO THIRD-PARTY BENEFICIARIES:

No provision of this RFP or agreement/contract to follow with Consultant 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 Proposer.

5.21 DIRECT OWNER PURCHASES:

The City reserves the right to issue purchase orders for materials to either the Contractor/Consultant/Vendor or the City's suppliers for contracts/construction/public works-related materials when deemed in the City's best interest.

5.22 SCRUTINIZED COMPANIES:

By submission of a proposal 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.

5.23 DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: obtain an agreement/contract to provide goods or services to a public entity; construct or repair of a public building or public work; lease real property to a public entity; award or perform work as a vendor, supplier, or vendor under agreement/contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

5.24 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.

5.25 BUSINESS INFORMATION

If a proposing firm is a Joint Venture for the goods/services described herein, the Proposer shall, upon request of the City, provide a copy of the Joint Venture Agreement signed by all parties.

5.26 AGREEMENT

Proposer agrees that by submitting a proposal that is accepted by the City of Boynton Beach, a binding Agreement is formed in accordance with the City's terms, conditions, and specifications as set forth in the contract or purchase order unless otherwise agreed by the City and the Proposer. See Enumeration of Precedence of Contract Documents. The Proposer certifies that the proposal has been made by an officer or employee having the authority to bind the Proposer.

5.27 ENDORSEMENTS

No endorsements by the City of the goods and/or services will be used by the Proposer in any way, manner, or form.

5.28 DRUG-FREE WORKPLACE

The Consultant shall implement and maintain a drug-free workplace program of at least the following items:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

B. Inform employees about the dangers of drug abuse in the workplace, the Proposer'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.

C. Give each employee engaged in providing the services that are under contract a copy of the statement specified in Item A above.

D. 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.

E. 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.

F. Make a good faith effort to continue to maintain a drug-free workplace through the implementation of Section 287.087, Florida Statutes

5.29 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

Proposer represents and certifies that Proposer and all Sub-consultants 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.

5.30 PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible Consultant. Proposers are further notified that the City's governing body may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

5.31 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.

5.32 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.

5.33 PUBLIC RECORDS

Sealed documents received by the City in response to a Request for Proposals are exempt from public records disclosure until thirty (30) calendar days after the opening of the RFP 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, Consultant 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, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by consultant must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

E. Failure of the Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK'S OFFICE
100 EAST OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

5.34 **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.

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COMPREHENSIVE PLAN REVIEW (CONSULTANT)
RFP No: 25PLDEV-011R

SECTION VI – SPECIAL PROVISONS – TERM CONTRACT

The Consultant will be responsible for supplying necessary labor for the completion of services outlined in this RFP by the City of Boynton Beach.

The following special conditions shall apply to all Proposers and eventually to the Consultant(s) who are awarded the contract for these services.

6.1 ASSIGNMENT:

Any contract issued pursuant to this request for proposal and the funds that may come due hereunder are not assignable except with the prior written approval of the City.

6.2 ~~PERFORMANCE DURING EMERGENCY~~:

~~The Consultant agrees and promises that immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, the City shall be given "first priority" for all goods and/or services under the Agreement.~~

~~The Consultant agrees to provide all goods and/or services to City immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis.~~

~~The Consultant shall furnish a 24-hour phone number to the City. Failure to provide the goods and/or services to the City on a first priority basis immediately preceding, during, and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute a breach of Agreement and subject the Consultant to sanctions from doing further business with the City.~~

6.3 AGREEMENT EXTENSION

The City reserves the right to extend automatically for a period not to exceed an additional **ONE HUNDRED EIGHTY (180)** calendar days by mutual agreement and by filing a written notice signed by the Consultant to the City's Purchasing Department without further City Commission action. This extension shall provide the City with continual services for an additional term of the contract.

6.4 CHANGES TO SCOPE AND ADDITIONAL SERVICES

CITY or CONSULTANT may, from time to time, request changes that would increase, decrease, or otherwise modify the scope of services, as described in in Section II – Scope of Work to be provided under this Agreement subject to the requirements.

Such changes or additional work must be in accordance with the provisions of the CITY's Code of Ordinances, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

CONSULTANT shall continue to render services while seeking a change order unless such services have not been authorized herein, by written amendment, or change order.

Services to be performed while a seeking change order which have not been described herein or

in a separate written amendment or change order shall be performed at the CONSULTANT'S own risk. In no event will the CONSULTANT be compensated for any services which have not been described either herein or in a separate written amendment or change order.

6.5 INDEMNIFICATION

The Consultant shall indemnify and hold harmless the City, and its officers and employees (collectively "indemnified party", from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

\ (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the City Attorney, any sums due Consultant under this Agreement may be retained by 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 City.

The Consultant shall also be liable to the City for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the City by reason of the Consultant's breach of any of the provisions of the contract. Consultant shall not be responsible for negligent acts of the City or its employees. Further, the Consultant shall hold the City harmless and indemnify the City for any funds that the City is obligated to refund the Federal Government arising out of the conduct, activities, or administration of the Agreement by the Consultant.

6.6 TERMINATION

The City, by written notice, may terminate in whole or in part any Agreement resulting from this RFP when such action is in the best interest of the City.

If the Agreements(s) are so terminated the City shall be liable for only payment for services rendered prior to the effective date of termination. Services rendered will be interpreted to include costs of items already delivered plus reasonable costs of supply actions short of delivery.

A. DEFAULT AND TERMINATION FOR CAUSE:

The City may, by written notice of default to the Consultant, terminate the Agreement in whole or in part if the Consultant fails to satisfactorily perform any provisions of this Agreement, or fails to make progress so as to endanger performance under the terms and conditions of this Agreement, or provides repeated nonperformance, or does not remedy such failure within a period of 30 calendar days after receipt of notice from the City of Boynton Beach specifying such failure. In the event the City terminates the Agreement in whole or in part because of default of the Consultant, the City may procure goods and/or services like those terminated, and the Consultant shall be liable for any excess costs incurred due to this action.

If it is determined that the Consultant was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the Consultant), the rights and obligations of the parties shall be those provided in Section "Termination for Convenience".

B. TERMINATION FOR CONVENIENCE OF CITY

Whenever the interests of the City so require, terminate the Agreement, in whole or in part, for the convenience of the City. Purchasing shall give fourteen (14) business days prior written notice of termination to the Consultant, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the

Agreement are terminated, the Consultant has the right to withdraw, without adverse action, from the entire Agreement.

Unless directed differently in the notice of termination, the Consultant shall incur no further obligations in connection with the terminated work and shall stop work to the extent specified and, on the date, given in the notice of termination. Additionally, unless directed differently, the Consultant shall terminate outstanding orders and/or subcontracts related to the terminated work.

Consultant shall indemnify the City against loss pertaining to this termination.

C. REMEDIES:

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

D. FUNDING OUT

This result of this Agreement shall remain in full force and effect only if 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.

6.7 PERFORMANCE OF CONSULTANT

The Proposer shall be fully responsible for performing all the work necessary to meet City standards in a safe, neat, and good workmanlike manner, using only generally accepted methods in carrying out the work and complying with all federal and state laws and all ordinances and codes of the City relating to such work.

Failure on the part of the submitting Proposer to comply with the conditions, terms, specifications, and requirements of the RFP shall be cause for cancellation of the RFP award, notwithstanding any additional requirements enumerated in the Special Conditions herein relating to performance-based contracting.

The City may, by written notice to the Responding Firm, terminate the Agreement for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

6.8 INSURANCE REQUIREMENTS

If a Consultant is providing a service under this Agreement, then the Consultant shall, at its sole expense, always maintain in full force and effect during the life of this Agreement, insurance coverages, and limits (including endorsements), as required by the City.

These requirements shall not in any manner limit or qualify the liabilities and obligations assumed by the Consultant under this Agreement.

All coverages with the exception of Worker's Compensation and Professional Liability, shall be provided on a primary basis with the City endorsed as an Additional Insured as follows: "**The City of Boynton Beach**". The Consultant shall provide the City with a Certificate of Insurance evidencing such coverages prior to the commencement of any services and within a time frame specified by the City (normally within 2 working days after request). Failure to maintain the required insurance shall be considered a default of the Agreement.

It shall be the responsibility of the Consultant to maintain workers' compensation insurance, professional liability, property damage liability insurance, and vehicular liability insurance; during

the time any of his/her personnel are working on City of Boynton Beach property. Loss by fire or any other cause shall be the responsibility of the Consultant until such time as the items and/or work have been accepted by the City. The Consultant shall furnish the City with a certificate of insurance after award has been made prior to the start of any work on City property. Said insured companies must be authorized to do business in the State of Florida and the City will not accept any company that has a rating less than B+ in accordance with A.M. Best's Key Rating Guide, latest edition.

6.9 FORCE MAJEURE

The Agreement which is awarded to the Consultant may provide that the performance of any act by the City or Consultant thereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from the performance by acts of God, pandemic, epidemic, emergency orders, the elements, war rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided, however, the City shall have the right to provide substitute service from third parties or City forces and in such event, the City shall withhold payment due to Consultant for such period of time. If the condition of force majeure exceeds a period of 14 business days the City may, at its option and discretion, cancel, or renegotiate the Agreement.

6.10 INSPECTION AND ACCEPTANCE OF WORK PRODUCED

The City has the right to review, require correction, if necessary, and accept the work produced by the Consultant. Such review(s) shall be carried out within thirty (30) calendar days to not impede the work of the Consultant. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within thirty (30) calendar days from the date of receipt of such product from the Consultant.

The Consultant shall make any required corrections promptly at no additional charge and return a revised copy of the work requested to the City within seven (7) business days of notification or a later date if extended by the City.

Failure by the Consultant to proceed with reasonable promptness to make necessary corrections shall be a default. If the Consultant's submission of corrected work remains unacceptable, the City may terminate the resulting contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

6.11 CONTINGENCY FEE

Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

6.12 TRUTH IN NEGOTIATION REPRESENTATION

Consultant's compensation under this Agreement is based upon its representations to City, and Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Consultant's compensation in this Agreement.

6.13 PERFORMANCE REVIEW EVALUATION:

The awarded Consultant(s) may receive a performance evaluation by City Staff during the course of the term contract. The City's Project Manager shall complete performance evaluations at the first

year of the contract or more frequent intervals as required by the Agreement **and** at the time of the end of the term contract.

Should the services provided by the Consultant fail to meet the expectations of the City's Project Manager, the Consultant shall have a period of ten (10) working days from the date notice is given to the Consultant by the City to correct all deficiencies in the under the contract.

All corrections shall be made to the satisfaction of the City Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the contract without the City being liable for any and all future obligations under the Agreement as determined by the City at its sole discretion.

The City, in its judgment, may elect to compensate the Consultant for any accepted work product through the date of termination of an authorized Purchase Order, provided it is in a form sufficiently documented and organized to allow subsequent utilization in completing the work product.

The City's Project Manager shall contact a Procurement representative to advise of any performance issues so that Procurement can assist with bringing performance back to acceptable standards. It is equally important to complete the "Consultant Performance Evaluation Form whenever any of the performance indicators are either "marginal" or "unsatisfactory". In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the City to improve performance, the City's Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

The Contract Performance Evaluation Form enclosed within this document illustrates a sample evaluation form to be used by the City for the various types of services provided by the City.

6.14 ANTI-HUMAN TRAFFICKING

On or before the Effective Date of the Consultant entering into an Agreement with the City, the Consultant shall provide the 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.

6.15 VERIFICATION OF EMPLOYMENT ELIGIBILITY – E-VERITY

Consultant represents that Consultant, and each Sub-consultant 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 Consultant violates this section, City may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by City due to the termination.

6.16 ENTITIES OF FOREIGN CONCERN

The provisions of this section apply only if Consultant or any Sub-Consultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant 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 Consultant; and (iii) Consultant 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, Consultant and any Sub-consultant 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. 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.

6.17 SUCCESSORS AND ASSIGNS

The City and the Consultant each bind themselves and their successors and assigns to the other party in respect to all provisions of the Agreement. Neither the City nor the Consultant shall assign, sublet, convey, or transfer its interest in the Agreement without the prior written consent of the other.

6.18 ENUMERATION OF PRECEDENCE OF CONTRACT DOCUMENTS

If any portion of the Contract Documents appears to conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence:

The Fully Executed Agreement
The Instructions to Proposers
The Scope of Work (Services)
The Special Conditions
Standard General Terms and Conditions
Proposer's Proposal

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COMPREHENSIVE PLAN REVIEW (CONSULTANT)
RFP No: 25PLDEV-011R

PRICE PROPOSAL FORM

PRICE PROPOSAL WILL BE INPUT INTO THE E-PROCUREMENT SYSTEM – BIDS & TENDERS

THE SCHEDULE OF PRICES CONSISTS OF THE FOLLOWING:

The undersigned agrees to provide **professional planning firm or other qualified entity to review, evaluate, and amend the City's Comprehensive Plan** as called for by the Scope of Services and Proposal Documents and Agreement in the manner prescribed therein and to the standards of quality and performance established by the City for the unit price stated in the spaces herein provided.

Task 1: Review and analyze the existing Comprehensive Plan and relevant documents.	$_____
Task 2: Background Data, Inventory and Analysis	$_____
Task 3: Public Outreach and Participation.	$_____
Task 4: Summary and Recommendations	$_____
Task 5: Update Data and Analysis	$_____
Task 6: Goal, Objective, and Policy updates.	$_____
Task 7: Adoption and Transmittal	$_____
Task 8: Provide a timeline schedule to complete the Comprehensive Plan amendment	$_____
GRAND TOTAL	$_____

The Grand Total will be evaluated following the pricing formula outlined in **Section IV – EVALUATION OF PROPOSALS.**

All hourly rates provided shall be inclusive of all reimbursable expenses (travel, mileage, copies, etc.).

Any extra hourly professional services provided by Consultant that may be used on an as-needed basis.

	A LA CARTE - OPTIONAL SERVICES EXTRA SERVICES	
_____	PER HOUR	$_____
_____	PER HOUR	$_____
_____	PER HOUR	$_____

APPENDIX 'A'

DRAFT - AGREEMENT PROFESSIONAL SERVICES TERM CONTRACT

AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND _____, FOR _____ CONSULTING SERVICES

This Agreement is made as of this __ day of _____, 20___, by and between _____, a _____, with a principal address of _____, hereinafter referred to as "Consultant," 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 issued Request for Proposals No._____ (the "RFP") pursuant to state and local law to solicit proposals for _____ (the "Services"); and

WHEREAS Consultant responded to the RFP by submitting its Proposal dated _____ (the "Proposal"), and

WHEREAS the City created an evaluation committee, reviewed all proposals responses and scored the proposals in accordance with the criteria outline in the RFP; and

WHEREAS the City selected Consultant as the best qualified to perform the Services; and

WHEREAS the City desires to engage Consultant to provide such services to the City on an as-needed basis according to the terms and subject to the conditions set forth in this Agreement.

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 Consultant do hereby agree as follows:

1. SERVICES AND METHOD OF ORDERING SERVICES.

a. **Services**. Consultant shall provide the type of services described in the Scope of Services attached hereto as **Exhibit A** (which services are hereinafter referred to as the "Services"). Consultant may be requested to provide specific Services for various and different tasks or projects. Consultant shall render the Services in a diligent, careful, thorough, and professional manner consistent with sound business practice and shall at all times provide City with the most sound and reasonable recommendations and advice. The standard of care for all Services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the Consultant's profession practicing under similar circumstances or at the same time and in the same locality.

b. **Method of Ordering Services**. Services will be rendered in response to periodic written Task Orders (each a "Task Order") issued by the City on an as-needed basis. For each task or assignment, the City shall request the Consultant to develop for review by the City:

   a. A scope of services.

   b. An estimate of fees and costs based on the hourly rates established in this Agreement with sufficient detail to identify the various elements of costs, which amount shall constitute a guaranteed maximum and shall not be exceeded without the prior written approval of City.

   c. A task/deliverable schedule; and

   d. A payment schedule based on deliverables, which may not be front-loaded.

The Consultant and City shall execute a written Task Order upon mutual agreement of the scope of services, fees and costs, task/deliverable schedule, and payment schedule. City shall not be liable to pay for any Services provided without a properly executed Task Order. Upon complete execution of a Task Order and issuance of a Purchase Order, Consultant shall provide all Services described in the Task Order, including all necessary, incidental, and related activities required for the full and complete performance of such Services. The form of the Task Order is attached hereto as **Exhibit B**. Any Task Order over the then-current procurement policy threshold shall require approval of the City Commission.

c. **Use of Subconsultants**. Consultant shall utilize only the subconsultants identified in a Task Order to provide the Services. Consultant shall obtain written approval of City before changing or modifying any subconsultants, which shall be automatically updated upon such written approval. Consultant shall bind in writing each approved subconsultant to the terms stated in this Agreement and the applicable Task Order, provided that this provision shall not, in and of itself, impose the insurance requirements set forth in Article 24 on Consultant's subconsultants.

2. TIME FOR PERFORMANCE.

a. **Commencement of Work**. Services under the Agreement and any applicable Task Order shall commence upon the City giving written notice to the Consultant to proceed along with a purchase order. Consultant shall perform all Services and provide all deliverables required pursuant to this Agreement and each Task Order. Time is of the essence for the Consultant's performance of the duties, obligations, and responsibilities required by this Agreement.

b. **All task orders in regard to this contract are outline below**:

A. Task 1: Review and analyze the existing Comprehensive Plan and relevant documents.

a Review of the current Comprehensive Plan and City's approved Strategic Plan and analyze if priorities within the existing Comprehensive Plan have been supported.

b Identify where updates and changes are needed in each element based on the current Comprehensive Plan and changes in state statues.

c Prepare for recommended amendments to each applicable element based on the Evaluation and Appraisal Review.

d Prepare and conduct a kick-off meeting with appropriate City representatives for each element (roundtable meetings).

e Attend a City Commission meeting and assist City staff in initial discussions with the Commission on the Comprehensive Plan update project and process. With City staff's assistance conduct several 1-on-1 interviews with Commissioners as may be necessary.

B. Task 2: Background Data, Inventory and Analysis.

a Continue review and incorporation of all relevant resources supplied by City for nine (9) elements.

b Research and prepare new data from appropriate data sources and as required by State statutes for inclusion in nine (9) elements.

c Coordinate with City staff to conduct group or individual interviews with key City personnel and officials to gain insight of their perspective and objectives for the Comprehensive Plan update.

d Review the City's approved Strategic Plan 2024 - 2029 (Resolution 24-205) and provide city staff a report to add and update applicable elements accordingly.

C. Task 3: Public Outreach and Participation.

a Prior to a kick-off meeting of public outreach and participation, discuss with City staff the particulars of a tailored strategy for reaching out to and engaging the public at different stages of the planning process.

b Develop a stakeholder database with assistance from City staff and officials and will notify to various community engagement activities.

c Prepare for a community profile summarizing statistics of the existing conditions in the city. This community profile can be utilized throughout the planning process.

d Conduct several "Community Engagement" events throughout the planning process. These citywide workshop-style meetings and/or open houses will be held at convenient central locations at times convenient to the largest possible number of attendees. The consulting team shall look at nontraditional design activities to interactively engage the attendees.

e In addition to Community Engagement meetings, prepare to discuss a wide range of the type of activities including such as social media, various survey techniques, meeting in a box and others. Supplementary public participation activities and tools shall be utilized to further the public participation.

f Create a web site appropriate to Boynton Beach guidelines and include nightly site backups and user maintenance.

D. Task 4: Summary and Recommendations

a Prepare for a summary based on the public engagement. The summary shall include the community's preferred strategies and focused visions for the City.

b Submit the summary to the City staff for reviews and comments.

c After the City staff reviews and edits, present the summary to the City Commission along with recommendations.

E. Task 5: Update Data and Analysis

a Prepare the updated Data & Analysis section for each Comprehensive Plan element. It will become basis for the update of the GOPs.

b The updated data and analysis shall include the areas for its potential impact on growth of the City, if annexed.

c The future condition maps that are adopted as part of the amended Comprehensive Plan should be updated for inclusion in the adoption document.

F. Task 6: Goal, Objective, and Policy updates.

a Review of existing Goals, Objectives and Policies (GOPs) of nine (9) elements (Future Land Use, Transportation, Utilities, Conservation, Recreation and Open Space, Housing, Coastal Management, Intergovernmental Coordination, and Capital Improvement).

b Prepare recommendations for changes and updates of existing Goals, Objectives and Policies (GOPs) for each element.

c Draft amendments of the Goals, Objectives and Policies (GOPs) of nine (9) elements to address deficiencies, incorporate the City's future plan, and establishes a framework for the City through 2050.

d Following the City staff and Commission review of draft amendments, edit the Comprehensive Plan amendments as needed. City staff will coordinate internally to get appropriate review complete with other City staff and will supply with a consolidated list of edits.

G. Task 7: Adoption and Transmittal

a Present the drat Comprehensive Plan to City Commission meeting at the transmittal hearing.

b State Agency Review and comment: Update the draft according to the comments.

c Present the final Comprehensive Plan to the City Commission at the adoption hearing.

d Assist City staff as needed during the adoption and transmittal period.

H. Task 8: Provide a timeline schedule to complete the Comprehensive Plan amendment.

c. **Delays; Untimely Performance**.

i. **Delays; No Fault of Consultant**. If Consultant is unable to timely complete all or any portion of the Services because of delays resulting from untimely review by the City or other governmental agencies having jurisdiction over the project and such delays are not the fault of Consultant, or because of delays caused by factors outside the control of Consultant, the City shall grant a reasonable extension of time for completion of the Services. It shall be the responsibility of the Consultant to notify the City in writing whenever a delay in approval by a governmental agency is anticipated or experienced and whenever a delay has been caused by factors outside of the Consultant's control and to inform the City of all facts and details related to the delay. Consultant must provide such written notice to the City within three (3) business days after the occurrence of the event causing the delay.

ii. **Delays Due to Consultant**. If Consultant fails to substantially complete the Services in whole or in part on or before the date established in each Task Order, Consultant shall pay City its proportional share of any claim for damages arising out of the delay. This section shall not affect either Party's indemnification rights or obligations otherwise outlined in this Agreement.

d. **If Task Order Continues Beyond Term**. Consultant shall complete each executed Task Order without regard to whether such completion would cause Services to be performed after the expiration date of this Agreement. Any Task Order for which performance extends beyond the Term may be amended after that expiration date, provided that any additional Services, time, and compensation are permitted under this Agreement. The terms and conditions of this Agreement shall continue to govern Task Orders notwithstanding the expiration of this Agreement.

3. AMOUNT AND METHOD OF COMPENSATION.

a. **Compensation**. As compensation for Services rendered by Consultant to the City pursuant to a duly executed Task Order, the City shall pay the Consultant an annual amount not to exceed _____ ($_____) ("Fee") calculated based on the anniversary date of complete execution of the Agreement. The Fee is based on the Hourly Rates outlined in the Fee Schedule attached hereto as **Exhibit C** and incorporated into this Agreement by reference. The Fee shall be

the sole compensation paid to consultant in connection with the rendition of the Services and the performance of all of its other obligations under this Agreement and shall include any out-of-pocket or other expenses, including travel expenses, incurred by consultant.

b. **Subconsultant Fees**. If subconsultant is permitted, the Consultant shall bill the City for subconsultant fees with no markup and within any applicable maximum not-to-exceed amount.

4. 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

Consultant: _____
_____
_____
_____
Telephone: _____
Email: _____

5. INVOICES AND PAYMENT. Invoices must identify the PO number, Task Order project description, 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, the hourly rate, and the dates(s) of service. Invoices may be submitted after such services are performed; however, all services rendered before September 30th of any given year must be invoiced by September 30th of that year. Consultant shall provide a W-9 with the first invoice.

Payment shall be made only for services performed and completed pursuant to a duly executed Task Order and 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 Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty, or incomplete rendition of the Services.

6. 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. The City will provide the Consultant with proof of tax-exempt status upon request.

7. **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.

8. **ATTORNEY'S FEES**. If either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **PUBLIC RECORDS**. 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 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, Consultant 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 contract, Consultant shall transfer to the City, at no cost to the City, all public records in Consultant's possession. All records stored electronically by Consultant 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 CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

10. **DISCRIMINATORY VENDOR AND SCRUTINIZED COMPANIES LISTS; COUNTRIES OF CONCERN**. Consultant 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. Consultant 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. Consultant represents that it is, and for the duration of the term will remain, in compliance with Section

286.101, Florida Statutes.

11. **E-VERIFY**. Consultant 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 a violation of the statute by Consultant, Consultant may not be awarded a public contract for one (1) year after the date of termination.

12. **ENTITIES OF FOREIGN CONCERN**. The provisions of this section apply only if Consultant or any subconsultant will have access to an individual's personal identifying information under this Agreement. Consultant represents and certifies: (i) Consultant 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 Consultant; and (iii) Consultant r 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 of this Agreement, Consultant and any subconsultant that will have access to personal identifying information shall submit to City executed affidavit(s) under penalty of perjury, in a form approved by 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.

13. **ANTI-HUMAN TRAFFICKING**. On or before the effective date of this Agreement, Consultant shall provide City with an affidavit attesting that the Consultant does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

14. **COUNTRIES OF CONCERN**. The Consultant represents that it is and will remain in compliance with Section 286.101, Florida Statutes, for the duration of the term.

15. **PUBLIC ENTITY CRIME ACT**. Consultant 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. Consultant 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 Consultant has been placed on the convicted vendor list.

16. **CONTINGENCY FEE**. Consultant represents and warrants that it has not employed or retained any person or entity, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If this Agreement is subject to Section 287.055, Florida Statutes, the Parties agree and stipulate that the statutory language stated in Section 287.055(6)(a) is deemed included and fully incorporated herein.

17. **TRUTH-IN-NEGOTIATION REPRESENTATION**. Consultant's compensation under this Agreement is based upon its representations to City. Consultant certifies that the wage rates, factual unit costs, and other information supplied to substantiate Consultant's compensation, including, without limitation, in the negotiation of this Agreement, are accurate, complete, and current as of the date Consultant executes this Agreement. Consultant's compensation may be reduced by City, in its sole discretion, to correct any inaccurate, incomplete, or noncurrent information provided to City as the basis for Consultant's compensation in this Agreement.

18. **DULY LICENSED**. Consultant 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.

19. **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 avoid 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.

20. **DISPUTES**. **The City shall be the sole judge of nonperformance.** 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.

21. **TERMINATION**.

    a. **Termination for Convenience**. This Agreement may be terminated by either Party for convenience upon fourteen (14) calendar days of written notice. In this event, the Consultant shall be compensated for services performed through the termination date, including services reasonably related to termination.

    b. **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 thirty (30) calendar days after receipt by the defaulting Party of written notice of such neglect or failure.

    c. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date under the payment terms contained in this Agreement. Consultant shall immediately deliver all documents, written information, electronic data, and other materials concerning City projects in its possession to the City and shall cooperate in transitioning its consulting duties to appropriate parties at the direction of the City.

    d. Upon termination, this Agreement shall have no further force or effect, and the Parties shall be relieved of all further liability hereunder, except that the provisions of this section and the provisions regarding property rights, insurance, indemnification, governing law, and litigation shall survive termination of this Agreement and remain in full force and effect.

22. **INDEMNIFICATION**.
    The Consultant shall indemnify and hold harmless the City, and its officers and employees (collectively "indemnified party", from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract (collectively, a "Claim"). If any Claim is brought against an Indemnified Party, Consultant shall, upon written notice from City, defend each Indemnified Party with counsel satisfactory to City or, at City's option, pay for an attorney selected by the City Attorney to defend the Indemnified Party. The obligations of this section shall survive

the expiration or earlier termination of this Agreement. If considered necessary by the Contract Administrator and the City Attorney, any sums due Consultant under this Agreement may be retained by 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 City.

The Consultant shall also be liable to the City for all costs, expenses, attorneys' fees, and damages which may be incurred or sustained by the City by reason of the Consultant's breach of any of the provisions of the contract. Consultant shall not be responsible for negligent acts of the City or its employees. Further, the Consultant shall hold the City harmless and indemnify the City for any funds that the City is obligated to refund the Federal Government arising out of the conduct, activities, or administration of the Agreement by the Consultant.

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23. INSURANCE. At the time of execution of this Agreement, the Consultant shall provide the City with a copy of its Certificate of Insurance reflecting the following insurance coverage:

a. 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.

b. 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:

i. Premises and/or Operations on an occurrence basis.
ii. Completed Operations Liability on an occurrence basis.
iii. Broad Form Property Damage.
iv. 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. The Consultant will not be required add the City to Workers Compensation and Professional Liability insurance as an additional insured

c. Consultant shall require that each subconsultant maintains insurance coverage that adequately covers the Services provided by that subconsultant on substantially the same insurance terms and conditions required of Consultant under this article. Consultant shall ensure that all such subconsultants comply with these requirements and that "and its officers, employees, and agents as additional insured" is named as an additional insured under the subconsultants' applicable insurance policies. Consultant shall not permit any subconsultant to provide Services unless and until all applicable requirements of this article are satisfied.

24. LIMITATION OF LIABILITY. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Consultant beyond the amount remaining due to Consultant 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 Consultant for punitive or exemplary damages or lost profits or consequential damages.

25. INDEPENDENT CONTRACTOR. The Agreement does not create an employee/employer relationship between the Parties. The Parties intend that Consultant is an independent contractor under this Agreement and shall not be considered the City's employee for any purpose. Consultant shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement

26. **COMPLIANCE WITH LAWS**. Consultant hereby always warrants and agrees that material to the Agreement, Consultant 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.

27. **BREACH OF REPRESENTATIONS**. Consultant acknowledges that City is materially relying on the representations, warranties, and certifications of Consultant stated in its Proposal and this Agreement, and City shall be entitled to exercise any or all of the following remedies if any such representation, warranty, or certification is untrue: (a) recovery of damages incurred; (b) termination of this Agreement without any further liability to Consultant; (c) set off from any amounts due Consultant the total amount of any damage incurred; and (d) debarment of Consultant.

28. **ASSIGNMENT**. If this Agreement and any interests granted herein shall be assigned, transferred, or otherwise encumbered under any circumstances by Consultant, Consultant 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, Consultant 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 its assets related to this Agreement. Consultant shall provide City written notice of any such corporate reorganization, consolidation, merger, or sale of substantially all its assets related to this Agreement within thirty (30) calendar days of such event.

29. **NO LIEN**. The Consultant 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 Consultant.

30. **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.

31. **NON-EXCLUSIVE**. This Agreement is non-exclusive. City may retain additional entities to perform the same or similar work.

32. **REPRESENTATION OF AUTHORITY**. Consultant represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Consultant and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Consultant has with any third party or violates applicable law. Consultant further represents and warrants that execution of this Agreement is within Consultant's legal powers, and each individual executing this Agreement on behalf of consultant is duly authorized by all necessary and appropriate action to do so on behalf of consultant and does so with full legal authority.

33. **RIGHTS IN DOCUMENTS AND WORK**.

    a. **Ownership**. All videos, photographs, documents, materials, data, or other work created by Consultant in connection with performing services, whether finished or unfinished ("Documents and Work"), shall be owned by City, and Consultant hereby transfers to City all right, title, and interest, including any copyright or other intellectual property rights, in or to the Documents and Work.

    b. **Deliverables Upon Conclusion of Task Order**. Consultant shall deliver to the City for approval and acceptance, and before being eligible for final payment of any amounts due under any Task Order,

all documents and materials prepared for the City in connection with the Task Order. All such documents and records shall be provided within a reasonable time at no additional cost. Such documents may be provided electronically.

c. **Delivery Upon Expiration or Termination of Agreement**. Upon expiration or termination of this Agreement, the Documents and Work shall become the property of City and shall be delivered by Consultant to City within seven (7) days after expiration or termination. Any compensation due to Consultant may be withheld until all Documents and Work are received as provided in this Agreement. Consultant shall ensure that the requirements of this section are included in all agreements with all subconsultant(s).

d. **Reuse of Project Documents**. City may, at its option, reuse (in whole or in part) the resulting end-product or deliverables resulting from Consultant's Services (including, but not limited to, drawings, specifications, other documents, and services as described herein and in the applicable Scope of Services for any Task Order); and Consultant agrees to such reuse in accordance with this provision. Notwithstanding the foregoing, any modifications made by the City to any of the Consultants documents, or any reuse of the documents will be at the City's sole risk and without liability to the Consultant.

34. CONSULTANT'S STAFF. Consultant will provide the key staff identified in its Proposal if they are in Consultant's employment. Consultant will obtain prior written approval from the City to change key staff. Consultant shall provide City with such information as necessary for City to determine the suitability of proposed new key staff. City will be reasonable in evaluating key staff qualifications. If City desires to request removal of any of Consultant's staff, City shall first meet with Consultant and provide reasonable justification for said removal; upon such reasonable justification, Consultant shall use good faith efforts to remove or reassign the staff at issue.

35. THIRD-PARTY BENEFICIARIES. Neither Consultant 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.

36. 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 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.

37. 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.

38. NON-DISCRIMINATION. Consultant and any subconsultants shall not discriminate based on 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.

39. CONTROLLING PROVISIONS. Except as otherwise specifically provided herein, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFP and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFP; and (3) the Proposal. 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.

40. **ENTIRE AGREEMENT**. The Agreement, including the RFP, the Proposal, and the Exhibits that are incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties concerning the subject matter of this Agreement and supersede 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 executed by the City and Consultant.

41. **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.

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

COMPANY NAME

_____
(Signature), Company

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT A
SCOPE OF SERVICES

ATTACHMENT “A”

City of Boynton Beach
Risk Management
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 with the exception of Worker’s Compensation and Professional Liability. . 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 Consultant)* Thefollowing 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 orlower 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 & CollapseProducts-		
Completed Operations Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability	Per Claim 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
Other - As Risk Identified	to be determined	

Revised 04/2021

25PLDEV-011R - COMPREHENSIVE PLAN REVIEW PROFESSIONAL SERVICES (CONSULTANT)

Opening Date: December 4, 2024 1:00 PM

Closing Date: January 27, 2025 3:00 PM

Vendor Details

Company Name:	Chen Moore and Associates, Inc.
Does your company conduct business under any other name? If yes, please state:	no
Address:	500 W Cypress Creek Rd Suite 600 Fort Lauderdale, FL 33309
Contact:	Karen Rachles
Email:	krachles@chenmoore.com
Phone:	954-730-0707
HST#:	59-2739866

Submission Details

Created On:	Monday December 30, 2024 12:16:36
Submitted On:	Monday January 27, 2025 09:00:16
Submitted By:	Karen Rachles
Email:	krachles@chenmoore.com
Transaction #:	e384f6fe-2e3a-4c64-8137-c22207a0c5af
Submitter's IP Address:	75.4.208.61

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.

PRICE PROPOSAL FORM

The undersigned agrees to provide professional planning firm or other qualified entity to review, evaluate, and amend the City's Comprehensive Plan as called for by the Scope of Services and Proposal Documents and Agreement in the manner prescribed therein and to the standards of quality and performance established by the City for the unit price stated in the spaces herein provided.

The Grand Total will be evaluated following the pricing formula outlined in Section IV – EVALUATION OF PROPOSALS.

Tasks	Total *	Grand Total
Task 1: Review and analyze the existing Comprehensive Plan and relevant documents	$14,800.0000	$ 14,800.00
Task 2: Background Data, Inventory and Analysis	$14,800.0000	$ 14,800.00
Task 3: Public Outreach and Participation	$22,200.0000	$ 22,200.00
Task 4: Summary and Recommendations	$14,800.0000	$ 14,800.00
Task 5: Update Data and Analysis	$29,600.0000	$ 29,600.00
Task 6: Goal, Objective, and Policy updates	$29,600.0000	$ 29,600.00
Task 7: Adoption and Transmittal	$14,800.0000	$ 14,800.00
Task 8: Provide a timeline schedule to complete the Comprehensive Plan amendment	$7,400.0000	$ 7,400.00
	Subtotal:	$ 148,000.00

A LA CARTE - OPTIONAL SERVICES EXTRA SERVICES

Proposers should use this form for submitting its Fee Proposal. The following pricing is submitted as "all inclusive" to provide financial advisory services in accordance with the requirements identified in this Scope of Work and as set forth in this RFP document.

Any extra hourly professional services provided by Consultant that may be used on an as-needed basis.

☐ We will not be submitting for A LA CARTE - OPTIONAL SERVICES EXTRA SERVICES

Line Item	Title of Services	Hourly Rates	Comments
1	Principal Planner	$240.0000	
2	Senior Planner	$140.0000	
3	Associate Planner	$95.0000	
4			
5			

Summary Table

Bid Form	Amount
PRICE PROPOSAL FORM	$ 148,000.00
Subtotal Contract Amount:	$ 148,000.00

Bid Questions

Please confirm the minimum qualification's.

MINIMUM QUALIFICATIONS OF PROPOSER
Qualifications will only be considered from firms engaged in providing services as described in this RFP and who can provide evidence that they have established a satisfactory performance record in meeting the qualification requirements established in the RFP. Emphasis should be placed on the qualifications and experience of key personnel who will be directly involved in the work. Any sub-consultants proposed for collaboration shall be identified.
The responder should submit the following information with a statement of qualifications. This information, along with any other data that the City considers will be used in determining if the responder is qualified to provide the specified service and work.
1. Firm must have at least ten (10) years of considerable and successful relevant experience.
2. Firm must possess an AICP certification.

Does your firm have these minimum qualifications? yes

Qualifications and Experience/Ability of Professional Personnel

Describe the experience and qualifications of all key Proposer and Sub-consultants. Summarize the quality of the firm's support personnel and continuity of staff. Describe the ability to perform additional services and provide technical support throughout engagement. Explain the ability to meet set standards. Provide evidence of a capable and well-organized engagement team and management plan.

Description	Response *
Describe the experience and qualifications of all key Proposer and Sub-Proposer players.	CMA has assembled a strong planning team of leaders in local government policies and community building. We were instrumental in organizing the successful Affordable Housing Symposium focusing on the Live Local Act in April 2024; and recently presented at the Florida APA conference in Tampa. CMA makes the commitment that all key personnel on this project team will be dedicated as necessary to meet the workload needs of the City. Below is a summary of CMA's key personnel that are assigned to this contract. For more detailed qualifications on our project team below, including education, licenses and any other pertinent information, please refer to their resumes within this section. Nilsa is CMA's Planning Director and Principal-in-Charge for this contract. She is a nationally and internationally recognized professional and Fulbright Scholar with over 25 years of experience working on challenging and complex planning initiatives. She is proficient in Florida Statutes and has prepared numerous Comprehensive Plan amendments, Land Development, Urban Design, Site Planning and Affordable Housing Planning Services. Because of her expertise, Nilsa was a speaker at the Florida APA conference in Tampa this past September 2024. Osniel's work is marked by a strategic approach. He excels in developing comprehensive plans that are meticulously tailored to communities' unique needs and aspirations, integrating land use, transportation, economic development, and environmental sustainability. His facilitation of stakeholder workshops, public forums, and focus groups is strategic, aiming not just to gather input, but also to build consensus and foster collaboration among diverse stakeholders. His in-depth analyses of demographic trends, market dynamics, and regulatory requirements are strategic tools, informing decision-making and strategy development. He has years of experience in Comprehensive Plan, Land Development, Urban Design, Site Planning and Affordable Housing Studies. Shahin is the Director of Quality Assurance, and he has over 33 years of experience in engineering design and project management related to public and private projects. His design experience includes stormwater management and drainage design, roadway and land development projects, specifically the design of water distribution systems, sanitary sewer collection and disposal systems, paving, grading, drainage systems, flood routing analysis, permitting construction oversight, and project closeout. Lance's expertise in long-range planning, policy analysis, and Florida Statutes is demonstrated in preparing Comprehensive Plans for local governments, including the Village of North Palm Beach, the Village of Tequesta, the Town of Palm Beach, Dania Beach, and others. He also has the credentials to conduct extensive public outreach initiatives, including workshops, charters, kiosks, surveys, and interviews. Lance's planning experience encompasses zoning codes, site plan reviews, and Comprehensive Plans. Matthew's GIS mapping and data processing knowledge is essential to preparing a comprehensive plan. His superior analytical skills with ArcGIS Pro, AutoCAD, and the 2020 US Census will facilitate trends analysis and provide realistic policies. He has prepared outstanding maps for the Village of North Palm Beach, the City of Lake Worth Beach, and the City of Dania Beach among others. Matthew currently serves as an extension of the Town of Palm Beach staff for site plan reviews. Santiago is passionate about designing and building communities. He graduated with a bachelor's degree from Florida Atlantic University. Santiago is dedicated to creating sustainable and livable communities that reflect a unique perspective and consider the history and context of each location. His expertise includes site analysis, master planning, and graphic design, which are integral to his design and project implementation process. Sara's proficiency in urban design, comprehensive plans, and land development regulations set the planning team apart from other consulting companies. She can review and update elements of the comprehensive plan and zoning codes by applying urban form and massing. This approach provides an overview of the land use designations applied to density and intensity. She is experienced in 3D renderings, including TwinMotion, SketchUp, and AutoCAD. She served as an extension of municipal staff at the Village of North Palm Beach, the City of Lake Worth Beach, and the Town of Manalapan. Eric is a Principal Landscape Architect for CMA's landscape architecture team. He is proficient in Florida's plant palette, local environmental conditions, and site-specific microclimates used to prepare aesthetic and functioning landscape designs. He is well versed in the use of low-impact development techniques specifically applied to site planning, and has extensive experience with parks and recreation facilities throughout Florida for public and private sector clients, providing design, permitting, and construction observation services for many types of improvements, including urban landscapes; public spaces; corporate campuses; industrial and educational facilities; athletic fields; pedestrian, bicycle, and equestrian trails; site amenities; playgrounds; boating and aquatic facilities;

	themed wayfinding; amphitheaters; landscape; hardscape; and irrigation. Additionally, he has acted as an extension of municipal staff in several South Florida Municipalities, reviewing permit plans, performing inspections, and rewriting local ordinances. Suzanne is a Principal Engineer and West Palm Beach Office Leader with CMA. She holds a bachelor's degree in civil engineering and a master's degree in engineering with a specialization in civil engineering from the University of Florida. Suzanne has managed a wide range of municipal utility, drainage, and roadway projects from the planning stages throughout construction. She also designs the site civil improvements for both public and municipal facilities. Throughout her career in Palm Beach County, Suzanne has developed relationships with the local regulatory agencies, municipalities, special districts and contractors that facilitate the design, permitting and construction of her projects. She has also managed a variety of subconsultants for multi-disciplinary projects under continuing services contracts. Brian is a Senior Environmental Scientist specializing in natural resource assessments, permitting, and certified arborist services. He provides numerous ecological services to clients, including the following: wetland delineation, function evaluation, mitigation design, monitoring, and permitting; upland habitat assessments; coastal habitat assessments and permitting; marine and estuarine habitat assessments and permitting; protected wildlife assessments and permitting; GPS data collection/mapping and GIS database development; NEPA document preparation and oversight; sediment and erosion control monitoring. As an ISA Certified Arborist, Brian provides numerous consulting arborist services to both public and private sector clients, including the following: GPS tree inventories and GIS tree database development; destroyed/damaged tree assessments; tree value estimates; tree grading; tree/utility conflict identification; hazard tree evaluations (risk assessment); analysis of tree canopy cover and ecological/monetary benefits; urban forest management plans; planting and maintenance bid packages, mangrove trimming oversight; tree removal permitting. Camille is a aTree Risk Assessment Qualified ISA Certified Arborist with five years of experience in planning and executing tree inventories, vegetation management plans, risk assessments and protected species surveys. She has experience with environmental science, urban forestry and vegetation management, tree protection plans and protected species surveys. Camille is dedicated to protecting the environment through local codes, industry standards and consistent management. Ben serves as the Director of Transportation/Principal Engineer for CMA and is responsible for the pursuit and delivery of transportation and aviation related design-build projects across the United States. He is responsible for managing risks and promoting the use of best practices in pursuit and delivery of transportation projects nationwide. He has 24 years of experience in project management and structural design for numerous transportation related projects in Florida, Georgia, Mississippi, South Carolina, North Carolina, Texas, Virginia, West Virginia and Ohio. Ben has been involved in a wide range of projects from a size and complexity standpoint. His experience includes work on multi-lane resurfacing projects, complete street improvements, all the way up to large scale design build projects for new roadway/bridge corridors on new alignments. This diversity in experience affords Ben a keen eye towards constructability and overall completeness of our project deliverables. Brent is the Director of Water Resources for CMA, with 20 years of professional experience. Brent has worked for a variety of public sector clients at the City, County and State level. His experience includes tasks as varied as hydrologic and hydraulic modeling related to environmental and flood protection studies and detailed engineering design and construction oversight for roadway, water, sewer, and stormwater infrastructure. Brent has provided infrastructure solutions in various settings from residential neighborhoods to commercial airports. As a life-long resident of Florida, Brent has maintained a commitment to serving the community both professionally and personally serving as an appointed board member for a municipal advisory board with maintaining involvement in the American Society of Civil Engineers (ASCE), the Florida Engineering Society (FES) and Leadership Florida. Subconsultant Key Staff Thuha, with over 20 years of experience, has participated in a variety of transportation engineering and planning projects that span transportation planning, traffic operations, safety analysis, travel demand modeling, multi-modal planning, and research.
Summarize the quality of the firm's support personnel and continuity of staff.	CMA is proposing a highly multidisciplinary and qualified team with established reputation in Palm Beach County including AICP planners, environmental scientists, landscape architects, P.E. engineers, and GIS experts, all collectively experienced in Florida Statutes and proficient in the importance of the Comprehensive Plan as a guiding document for local government strategic policies. The CMA Team has the credentials to provide land planning, urban design, public meeting facilitation, resiliency, transportation, drainage, water, and wastewater engineering. Our planning team is local, based in the City of West Palm Beach, a short distance from Boynton Beach, and we will be honored to provide planning services to the City and work closely with the City Staff. Communication is paramount for a successful Comprehensive Plan Update, and CMA is appointing Nilsa Zacarias, AICP, as the Principal-in-Charge for this initiative. Ms. Zacarias has over 25 years of experience working with local governments and preparing Comprehensive Plans for coastal communities in compliance with Florida Statutes. We will review your entire Comprehensive Plan through a resiliency lens and make recommendations to strengthen the effort by addressing flood and climate risks in all elements of the Comprehensive Plan where those initiatives can be integrated. Mr. Osniel Leon, AICP, Principal Planner, as the Project Manager, and Mr. Lance Lilly, Senior Planner, bring their in-depth knowledge of Florida Statutes Chapter 163, and outstanding analytical and writing skills to the team. Mr. Matt Veneziano's data analysis and GIS mapping expertise are essential to preparing a well-thought-through Comprehensive Plan. Ms. Sara Benbasat's proficiency in urban design will contribute to strengthening the character and identity of the City. Mr. Brian Volker, an environmental scientist, will focus on the Conservation and Coastal Management elements. The Transportation, Infrastructure, and Capital Improvement elements will be analyzed and updated by an expert team of licensed engineers as indicated in their resumes: Ms. Suzanne Dombrowski, P.E, and Mr. Benjamin Lehr, P.E., DBIA, LEED AP. Mr. Brent Whitfield, P.E., ENV SP, expertise in resiliency and vulnerability computer modeling will be an asset to address sea level challenges. With unparalleled technical analysis, writing skills, and sea level rise knowledge, the CMA Team will provide a successful and meaningful Comprehensive Plan update. We will update the Goals, Objectives and Policies to address coastal zone, conservation of natural resources, and resiliency; and, develop substantive Data and Analysis based on demographic information, existing plans and studies, best-known practices, Florida Statutes, Palm Beach County and local regulations. Our Team will prepare a substantive, graphically driven document easy to read. CMA is offering an option to create a new Resiliency Element to address the rising sea level and the vulnerability challenges that impact the City. Please see examples of Comprehensive Plan Amendments the CMA Team prepared for other local governments including the City of Lake Worth Beach and the City of Dania Beach.

Describe the ability to perform additional services and provide technical support throughout engagement.	Additional Services Urban Form and Massing The CMA Team has the credentials and expertise to provide urban design services. Our planning and landscape architects can deliver 3D architectural renderings for tasks related to the preparation of community vision plans, special area planning studies, downtown or mixed use area plans including retail or commercial market analysis, corridor studies neighborhood plans, park master plans, urban design standards including public facilities and streetscapes, affordable housing studies, and annexation plans. Our Team has the credentials and expertise to provide urban design and site planning services. Our planning and landscape architects can deliver CAD drawings and 3D architectural renderings. We will welcome the opportunity to work with City staff to develop conceptual design plans for specific areas, including neighborhood/ block layouts, site designs, and roadway redesign concepts. We are proficient in developing preliminary architectural designs as part of the conceptual work. As shown in following examples, we have the experience to produce high-quality presentation graphics and 3-D renderings that clearly communicate the proposed designs. The CMA Team of professionals are experienced in 3D Renderings to provide an understanding of Urban Form and Massing. We are proficient in AutoCAD, TwinMotion, and SketchUp softwares that can illustrate zoning and land uses in terms of density, intensity and height. Our Urban Design professionals have the knowledge to prepare rendering showing potential redevelopment scenarios, neighborhoods and blocks lay outs. Please see the following CAD renderings prepared for the City of Lake Worth Beach illustrating low, median and high density scenarios that allowed the municipality to make decisions regarding specific land uses and zoning regulations. Also, our planners are experts in writing zoning code changes including preparing ordinances, and presenting to P&Z Boards and City Council. We wrote the zoning code for the City of Westlake, the new city in Palm Beach County, and other numerous code amendments for local governments. Streetscape Design The CMA Team of planners and landscape architects has the knowledge and experience to support the City of Boynton Beach in the technical tasks of all areas of urban streetscape planning to guide public policy planning, and decision making to support the identity and character of a welcoming and lush city. Affordable Housing Planning The CMA planners are proficient in recent legislation regarding affordable housing, the Live Local Act. In fact, Ms. Zacarias served as the Chair of the successful Affordable Housing Symposium that focused on the Live Local Act held in April 2024. Since CMA serves as the Planning Department for the City of Westlake, we prepared the “Housing Assistance Purchase Program” an innovative program to fund eligible applicants under the Housing and Urban Development categories for low, moderate, and middle income households based upon income limitations. The program provides assistance to eligible households purchasing property within the City of Westlake's to cover a portion of the costs of homeownership such as down payment assistance and/or assistance with closing costs. CMA also assisted the City of Lake Worth Beach in drafting the Affordable/Workforce Housing Program to establish an affordable/workforce housing program within the City of Lake Worth Beach. The Affordable/ Workforce Housing Program provides incentives to encourage the inclusion of affordable and workforce housing units within both residential and mixed-use projects as well as planned developments of all types to provide for broader and more accessible housing options within the City. Urban Forestry Expertise CMA understands the value of protecting and supporting Urban Forestry in the City of Boynton Beach. Urban Forestry is the careful care and management of tree populations in urban settings for the purpose of improving the urban environment. Mr. Brian Voelker, M.S., SWPS, C.A., CLI, CMA's senior scientist and expert on Urban Forestry, can assist the City in applying to specific grants to support this initiative. Urban Forestry advocates the role of trees as a critical part of the urban infrastructure. There are also economic benefits associated with urban trees such as increased land, property, and rental value. Well-maintained trees and landscaped business districts have been shown to encourage consumer purchases and attract increased residential, commercial and public investments. Numerous studies have shown the direct relationship between home value, public health, and street trees. In her article “City Trees and Property Values,” Kathleen L. Wolf writes that there is a home price increase between 6-9 percent when there is good tree cover in a neighborhood, and a 10-15 percent increase when there are mature trees in a high income neighborhood. Urban forests and community gardens bring many environmental and economic benefits to cities. Among these are energy benefits in the form of reduced air conditioning by shading buildings, homes and roads, absorbing sunlight, reducing ultraviolet light, cooling the air, and reducing wind speed - in short improvement of the microclimates and air quality. GIS Data and Mapping The CMA Team was contracted by the Treasure Coast Regional Planning Council (TCRPC Dr. Kim DeLaney) to apply ArcGIS Business Analyst modeling and prepare mapping and data table for Palm Beach County 107 TOD Stations. This initiative is part of the 2050 Long Range Transportation Plan of the Palm Beach Transportation Planning Agency (TPA). Our team of planners are proficient in GIS mapping and prepared more than 1,000 maps for 107 TOD stations to be located in Palm Beach County. The GIS data and mapping processing includes potential redevelopment areas and the analysis includes a number of variables such as property value, age of structures, density, intensity and others.
Explain the ability to meet set standards.	With unparalleled technical analysis, writing skills, and sea level rise knowledge, the CMA Team will provide a successful and meaningful Comprehensive Plan update. We will update the Goals, Objectives and Policies to address coastal zone, conservation of natural resources, and resiliency; and, develop substantive Data and Analysis based on demographic information, existing plans and studies, best-known practices, Florida Statutes, Palm Beach County and local regulations. Our Team will prepare a substantive, graphically driven document easy to read. CMA is offering an option to create a new Resiliency Element to address the rising sea level and the vulnerability challenges that impact the City. We are committed to providing the City with professional planning services delivered proactively, on time, and within budget. With that, we are providing the City the right Team, and we are ready to meet or exceed the City’s expectations for the proposed contract and each team member is committed to making a positive commitment to perform the work in accordance with the terms of this subject RFQ. The CMA Team will utilize unparalleled technical analysis, writing proficiency, and expertise in resilience planning to deliver a Comprehensive Plan that addresses coastal zones, conservation, natural resource preservation, and resilience. Our team will update the Goals, Objectives, and Policies (GOPs) to reflect the City’s priorities and incorporate demographic trends, existing plans and studies, and local regulations, while aligning with the latest updates to Florida Statutes. Our approach will include creating a graphically driven, user-friendly document that reflects the City of Boynton Beach's unique vision and values. We will work with City staff to analyze each chapter of

the Comprehensive Plan, update its elements to reflect current trends and challenges, with emphasis on the redevelopment and mixed-use development throughout the City, and prepare actionable policies to promote preservation on the City's environmental sensitive lands, climate change resilience plan, improvements of the transportation system, and rapid growth in the community.

Proposed Deliverables and Services

Boynton Beach's coastal charm and thriving community are its greatest strengths. The CMA Team understands the City's commitment to protecting its natural resources, fostering economic growth, and enhancing residents' quality of life. Through meaningful community engagement and collaboration with City staff, residents and leadership we will ensure the updated Comprehensive Plan presents a clear and unified vision for the future of the City.

The CMA Team has the professional credentials to review, evaluate, and amend the City's Comprehensive Plan. We understand the City conducted its last evaluation and appraisal of the Comprehensive plan in 2020 and adopted the Private Property Right element in 2023.

We are committed to working closely with the City Staff, and present a clear and unified vision for the future of the City by accomplishing the following:

Recognizing the positive aspects of the City

Addressing current challenges and trends that it faces such as urban growth

Analyzing opportunities for redevelopment and mixed-use development throughout the City

Updating preservation efforts on the City's environmental sensitive lands

Proposing climate change resilience policies

Supporting and identifying improvements of the transportation system.

Our CMA Team understands the City of Boynton Beach opportunities and challenges and we are committed to accomplish the following goals:

A. Conduct a full review of the City's Comprehensive Plan, including data and analysis, and Goals, Objectives and Policies (GOPs) of all elements.

B. Create and implement a public engagement strategy to develop a clear vision for the future of the City's development.

C. Update data and analysis within nine (9) elements.

D. Review and update nine (9) elements of the City's Comprehensive plan including removing outdated details, maps, and wordiness.

E. Ensure that all elements comply with Florida Statues including the required 10-year minimum period.

F. Restructure all elements to create a more streamlined, reader-friendly comprehensive plan while ensuring that all elements are updated.

The CMA team has years of experience preparing and processing Comprehensive Plan Updates in compliance with Florida Statutes Chapter 163. CMA AICP planners have the knowledge to review the City's Comprehensive Plan for consistency with recent legislative changes, consistent with Florida Statutes.

We understand Boynton Beach challenges and trends, and are looking forward to assist and work along the City Staff. Our team will prepare a plan that is based on the City's values, community feedback, best know practices, Florida Statutes Title XI, Chapter 163, Section 163.3177 and local regulations that will guide the City's sustainable growth and redevelopment.

Our team comprises seasoned professionals with extensive expertise in Comprehensive Planning Services and brings together a diverse set of skills and backgrounds, including urban planning, environmental science, architecture, transportation and civil engineering. This multidisciplinary approach allows us to provide holistic and innovative planning solutions tailored to the unique needs of Boynton Beach.

The CMA Team's proposed approach includes the following tasks per the City of Boynton Beach RFP:

1. Review and analyze the existing Comprehensive Plan and relevant documents.

Collect detailed demographic and economic data, including population trends, housing, infrastructure capacity, and land use patterns.

Review the City's existing Comprehensive Plan, and City's approved Strategic Plan and analyze if priorities within the existing Comprehensive Plan have been supported.

Identify where updates and changes are needed in each element based on the current Comprehensive Plan and changes in state statues.

Prepare for recommended amendments to each applicable element based on the Evaluation and Appraisal Review.

Evaluate existing transportation networks, stormwater management systems, and natural resource conservation strategies.

Review local, county, and state regulations to ensure compliance with Florida Statutes.

2. Background Data, Inventory and Analysis.

Coordinate with City staff to conduct group or individual interviews with key City personnel and officials to gain insight of their perspective and objectives for the Comprehensive Plan update.

Review the City's approved Strategic Plan 224-2029 (Resolution 24-205) and provide city staff a report to add and update applicable elements accordingly.

Incorporation of all relevant resources supplied by the City for nine (9) elements.

Research and prepare new data from appropriate data sources and as required by State statutes for inclusion in nine (9 elements).

Develop branding strategies and outreach materials to encourage participation.

Leverage online tools and social media for ongoing community engagement.

3. Public Outreach and Participation.

Facilitate citizen forums, workshops, focus groups, and surveys to gather input on current and future development patterns.

Prior to kick-off meetings and public outreach. CMA team will discuss with City staff tailored strategy for reaching out to and engaging the public at different stages of the planning process.

Develop a stakeholder database with assistance from City staff and officials and will notify various community engagement activities.

Prepare community profile summarizing statistics of existing conditions in the city.

Utilize a wide range of engagement activities including social media, and various survey techniques and tools.

Create a web site appropriate to Boynton Beach guidelines and include nightly site backups and use maintenance.

A sustainable City is founded on the aspirations, values, and vision of its community. Citizen forums and community engagement are the cornerstone of the CMA Team planning expertise, and we will create a vibrant, proactive, and fun public engagement process to involve the community including residents, businesses, City's leadership, Administrators and City's Departments. Our communication strategy aims to engage a wide demographics to listen ideas, challenges and aspirations and build consensus.

We believe in a robust and wide civic community engagement program , and the CMA team can conduct citizen forums/hearings, open houses, charrettes, focus groups, other avenues of public input and citizen surveys to engage the residents and city stakeholders. Our team is proficient with Proactive Public Participation Programs (4Ps) that include the following initiatives:

	Branding to promote the importance and heighten residents' participation. Poster with a QR Code to allow the community to access information from their mobile phone. One-on-one interviews and Group Meetings with key stakeholders, City's leadership, administration, and departments. Public meetings with stakeholders to present draft and final document to gather feedback Boards, Council, and others. Charrettes, Visioning Workshops, and Open Houses at City Hall (all needed workshops and open houses). Kiosks at regular City Events to reach out the public where they gather (For example, green market, art festival, etc.). Bilingual Survey, paper copy and digital using QR Code to allow replying survey from mobile phone. The Survey will be in English and Spanish as needed. Strong Social Media and Online Presence, we will prepare its website for this initiative that could be linked to the City's website. 4. Summary and Recommendations. Prepare summary based on public engagement. Including the community's preferred strategies and focused vision for the City. Provide summary to the City staff for reviews and comments. Present summary to the City Commission along with recommendations, after the City staff reviews and edits. 5. Update Data and Analysis. Prepare updated Data & Analysis sections for each Comprehensive Plan element. Including areas for its potential impact on growth of the City if annexed. Update future conditions maps that are adopted as part of the amended Comprehensive Plan for inclusion in the adoption document. 6. Goals, Objectives, and Policies (GOPs) of nine (9) elements. Review and update all Comprehensive Plan elements, including Future Land Use, Transportation, Utilities, Conservation, Recreation and Open Space, Housing, Recreation and Open Space, Transportation, Coastal Management, Intergovernmental Coordination, and Capital Improvement. Develop an optional Resiliency Element to address sea level rise and vulnerability challenges. Update all required map series, including FEMA Flood Zones, Coastal High-Hazard Areas, and Future Land Use Maps, in compliance with Florida Statutes. Prepare recommendations for changes and updates of existing Goals, Objectives and Policies (GOPs) for each element. Draft amendments for each element to address deficiencies, incorporate the City's future plan, and establish a framework for the City through 2050. Incorporate feedback from stakeholders to refine the Comprehensive and edit Comprehensive Plan amendments as needed following City staff and Commission review. 7. Adoption and Transmittal. Present Comprehensive Plan to City Commission at the transmittal hearing. Facilitate compliance with Florida Commerce and assist with the transmittal and adoption process, including addressing the Objections, Recommendations, and Comments (ORC) Report. Present final Comprehensive Plan to the City Commission at the adoption hearing. Assist City staff as needed during the adoption and transmittal period. Provide regular draft updates and coordinate with the Local Planning Agency (LPA) and City Commission for reviews, workshops, and public hearings.

Provide evidence of a capable and well-organized engagement team and management plan.	We are committed to promoting sustainable and resilient communities. Our staff stays at the forefront of industry trends and best practices, continually updating their skills through professional development and certification programs. We are dedicated to integrating sustainability principles into all aspects of comprehensive planning, from reducing environmental impacts to enhancing quality of life for residents and supporting the business community. In addition to our experienced team of AICP planners, we have included an expert team of licensed engineers as indicated in their resumes: Suzanne Dobbrowski, P.E., ENV SP, and Ben Lehr, P.E., LEED AP. And lastly, we have included our engineer with extensive expertise in resiliency and vulnerability as indicated in their resume: Brent Whitfield, P.E., ENV SP, F.ASCE. Communication is paramount for a successful Comprehensive Plan Update, and CMA is appointing Nilsa Zacarias, AICP, as the Principal-in-Charge for this initiative. Ms. Zacarias has over 25 years of experience working with local governments and preparing Comprehensive Plans for coastal communities in compliance with Florida Statutes. We will review your entire Comprehensive Plan through a resiliency lens and make recommendations to strengthen the effort by addressing flood and climate risks in all elements of the Comprehensive Plan where those initiatives can be integrated. Mr. Osniel Leon, AICP, Principal Planner, as the Project Manager, and Mr. Lance Lilly, Senior Planner, bring their in-depth knowledge of Florida Statutes Chapter 163, and outstanding analytical and writing skills to the team. Mr. Matt Veneziano's data analysis and GIS mapping expertise are essential to preparing a well-thought-through Comprehensive Plan. Ms. Sara Benbasat's proficiency in urban design will contribute to strengthening the character and identity of the City. Mr. Brian Volker, an environmental scientist, will focus on the Conservation and Coastal Management elements. The Transportation, Infrastructure, and Capital Improvement elements will be analyzed and updated by an expert team of licensed engineers as indicated in their resumes: Ms. Suzanne Dombrowski, P.E, and Mr. Benjamin Lehr, P.E., DBIA, LEED AP. Mr. Brent Whitfield, P.E., ENV SP, expertise in resiliency and vulnerability computer modeling will be an asset to address sea level challenges. With unparalleled technical analysis, writing skills, and sea level rise knowledge, the CMA Team will provide a successful and meaningful Comprehensive Plan update. We will update the Goals, Objectives and Policies to address coastal zone, conservation of natural resources, and resiliency; and, develop substantive Data and Analysis based on demographic information, existing plans and studies, best-known practices, Florida Statutes, Palm Beach County and local regulations. Our Team will prepare a substantive, graphically driven document easy to read. CMA is offering an option to create a new Resiliency Element to address the rising sea level and the vulnerability challenges that impact the City. Please see our team's resumes beginning on page 2-6 for detailed information. WHY SELECT CMA? At CMA, we are more than a group of professionals focused on providing sustainable solutions to local governments in Florida. We are passionate about our services, and our goals focus on delivering positive, impactful solutions to the City staff and the community. Our passion drives us to go above and beyond, ensuring that our solutions are not only effective but also tailored to the unique needs of the City of Boynton Beach. Our commitment to the community is unwavering. We are leaders in community service and an array of professional societies. Our staff and activities center around making the community we work in a better place to live. This commitment leads to innovative approaches, flexibility, and insight into our projects that the standard design firm may not possess. We look forward to our interactions with the residents, business owners, elected officials, and regulatory agencies. We are ready and eager to bring our technical expertise and our community commitment to serve the City of Boynton Beach. Our team is prepared to tackle the challenges and opportunities that come with the Comprehensive Plan Review, and we are confident that our solutions will help the City continue to thrive and grow. In summary, CMA is in the best position to deliver the required services to the City because of our: 1. Experience with coastal communities Comprehensive Plan updates. 2. Technical expertise. 3. High-quality management and staff. 4. Large, capable professionals able to handle the workload of this contract. 5. Commitment to the community. We are committed to providing the City with professional planning services delivered proactively, on time, and within budget. With that, we are providing the City the right Team, and we are ready to meet or exceed the City's expectations for the proposed contract and each team member is committed to making a positive commitment to perform the work in accordance with the terms of this subject RFQ.

Local Business Status Certification

I am an authorized representative of the business and, on behalf of the Business, request that it be deemed to be a local business for purposes of the City of Boynton Beach Local Preference Program. Answering yes to Question 1 and Question 2 below will qualify the business as a local business. In support of this request, I certify the following to be true and correct:

I understand that misrepresentation of any facts in connection with this request may be cause for removal from the certified local business list. I also agree that the business is required to notify the City in writing should it cease to qualify as a local business.

By checking the box that you are not submitting for "Local Business Status Certification" you declare that you are not a local business in the City of Boynton Beach.

☑ We will not be submitting for Local Business Status Certification

Is the business located within the City limits of Boynton Beach, Florida? *	Does the business have a business tax receipt issued in the current year? *	Is the business registered with the Florida Division of Corporations? *	Number of years in business *	Business license number *
○ Yes ○ No	○ Yes ○ No	○ Yes ○ No		

Letter of Interest

The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.

Line Item	Description	Response *
1	The Letter of Interest shall summarizes the Proposer's primary qualifications and a firm commitment to provide the proposed services.	Letter of Interest Monday, January 27, 2025 City of Boynton Beach 100 E. Ocean Avenue Boynton Beach, FL 33435 Re: RFQ No. PLDEV25-011R Comprehensive Plan Review Professional Services (Consultant) Dear Selection Committee, The City of Boynton Beach has strived to preserve its natural resources and enhance the quality of life of its residents since its incorporation in 1920. We believe this dedicated commitment is reflected in the vibrant community life, outstanding recreation areas, lush residential districts, rich history, and growing business partners. Boynton Beach embraces this community vision "to be a beautiful coastal city with an energetic downtown and diverse neighborhoods providing distinctive art experiences, fun opportunities and positive climate for economic development while creating a sustainable future." Chen Moore and Associates, Inc. (CMA) is grateful for the opportunity to submit our response for the RFQ # 25PLDEV-011R Comprehensive Plan Review Professional Services. We are experts in Comprehensive Planning, and we assembled a high-level experience team with a proven reputation and exceptional local knowledge. The proposed CMA Team will prepare a document for a twenty (20) year planning period to reflect the City's values and vision and proposed solutions to address its challenges. CMA is an awarded multidisciplinary consulting firm founded in 1986 that offers outstanding planning, environmental, civil engineering, and landscape architecture services to local governments in Florida. TECHNICAL EXPERTISE CMA is proposing a highly multidisciplinary and qualified team with established reputation in Palm Beach County including AICP planners, environmental scientists, landscape architects, P.E. engineers, and GIS experts, all collectively experienced in Florida Statutes and proficient in the importance of the Comprehensive Plan as a guiding document for local government strategic policies. The CMA Team has the credentials to provide land planning, urban design, public meeting facilitation, resiliency, transportation, drainage, water, and wastewater engineering. Our planning team is local, based in the City of West Palm Beach, a short distance from Boynton Beach, and we will be honored to provide planning services to the City and work closely with the City Staff. Communication is paramount for a successful Comprehensive Plan Update, and CMA is appointing Nilsa Zacarias, AICP, as the Principal-in-Charge for this initiative. 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Our Team will prepare a substantive, graphically driven document easy to read. CMA is offering an option to create a new Resiliency Element to address the rising sea level and the vulnerability challenges that impact the City. Please see examples of Comprehensive Plan Amendments the CMA Team prepared for other local governments including the City of Lake Worth Beach and the City of Dania Beach. WHY SELECT CMA? At CMA, we are more than a group of professionals focused on providing sustainable solutions to local governments in Florida. We are passionate about our services, and our goals focus on delivering positive, impactful solutions to the City staff and the community. Our passion drives us to go above and beyond, ensuring that our solutions are not only effective but also tailored to the unique needs of the City of Boynton Beach. Our commitment to the community is unwavering. We are leaders in community service and an array of professional societies. Our staff and activities center around making the community we work in a better place to live. This commitment leads to innovative approaches, flexibility, and insight into our projects that the standard design firm may not possess. We look forward to our interactions with the residents, business owners, elected officials, and regulatory agencies. We are ready and eager to bring our technical expertise and our community commitment to serve the City of Boynton Beach. Our team is prepared to tackle the challenges and opportunities that come with the Comprehensive Plan Review, and we are confident that our solutions will help the City continue to thrive and grow. In summary, CMA is in the best position to deliver the required services to the City because of our: 1. Experience with coastal communities Comprehensive Plan updates. 2. Technical expertise. 3. High-quality management and staff. 4. Large, capable professionals able to handle the workload of this contract. 5. Commitment to the community. We are committed to providing the City with professional planning services delivered proactively, on time, and within budget. With that, we are providing the City the right Team, and we are ready to meet or exceed the City's expectations for the proposed contract and each team member is committed to making a positive commitment to perform the work in accordance with the terms of this subject RFQ. We are looking forward to the opportunity to present our qualifications and approach in more detail to the selection committee. Should you have any questions, please do not hesitate to contact me at (561) 758-2252, or via email at nzacarias@chenmoore.com. Respectfully submitted, Nilsa Zacarias, AICP Principal-in-Charge, Director of Planning CHEN MOORE AND ASSOCIATES, INC.

Confirmation of Minority Owned Business

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form to make it an official part of with your Proposal responses.

☑ We will not be submitting for Confirmation of Minority Owned Business

Description	Response *	Comments	
Is your company a Minority Owned business?			
Please select the appropriate response			
Do you possess a certification qualifying your business as a Minority Owned business?			
Issuing organization name			*
Date of Issuance			*

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	Yes or No *
1	I Hereby Acknowledge the Drug Free Information Above and Will Abide by Everything Outlined in this Section.	◉ Yes ○ No

Palm Beach County Inspector General Acknowledgement

The Consultant 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 this Consultant Agreement, and in furtherance thereof may demand and obtain records and testimony from the Consultant and its sub-consultants and lower tier sub-consultants.
The Consultant understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Consultant or its subconsultants or lower tier sub-consultants to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

Line Item	Description	Yes or No *
1	The Proposer hereby acknowledges and agrees.	◉ Yes ○ No

References

In order to be considered**, the Proposer must** list the minimum number of three (3) governmental agency references or similar contracts for which the Proposer has completed or is in progress within the past ten (10) years of similar scope and complexity in the State of Florida, which shows experience and demonstrates expertise in providing the services as stated herein. Please include the following information:

a. Name of Agency
b. Address
c. Contact Name, Email Address
d. Telephone Number

The City is interested in learning of other firms' or government agencies' experiences with your company; as such**, please do not list the City of Boynton Beach as a reference.**

Contact persons must be informed that they are being used as a reference and that the City or their designee will be contacting them for information. Selection Committee Members or designee will **email** or **call** each reference up to three (3) times. If there is no answer or response after the third attempt, the City may apply no points for that project experience.

Description	Reference 1 - Completed or In Progress *	Reference 2 - Completed or In Progress *	Reference 3 - Completed or In Progress *	Reference 4 - Completed or In Progress
Company Name	The City of Westlake	The City of Lake Worth Beach	The City of Dania Beach	
Address	4001 Seminole Pratt Whitney Road, Westlake, FL 33470	1900 2nd Avenue North, Lake Worth Beach, FL 33461	1201 Stirling Rd, Dania Beach, FL 33004	
Contact Name	Kenneth Cassel	William Waters	Eleanor Norena	
Phone	(561) 530-5880	(561) 586-1647	(954) 924-6800	
Email	kcassel@westlakegov.com	wwaters@lakeworthbeachfl.gov	enorena@daniabeachfl.gov	

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.

Schedule of Sub-Consultants

The Undersigned Respondent proposes the following major subcontractors for the major areas of work for the Project. The Respondent is further notified that all sub-contractors shall be properly licensed, bondable and shall be required to furnish the City with a Certificate of Insurance in accordance with the contract general conditions. This page may be reproduced for listing additional sub-contractors, if required. If not applicable or if no-subconsultants will be used in the performance of this Work, write "Not-Applicable" or "NONE" across the form.

☐

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	Name of Sub-Consultant *	Address of Sub-Consultant *	License No. *	Contract Amount *	Percentage (%) of Contract *
1	via planning, inc.	12555 Orange Drive, Suite 113, Davie, FL 33330	PE74050	$7,400	5%

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.

- 1. Non-Collusive Affidavit & Acknowledgement, Anti-Kickback Affidavit, Affidavit of Compliance with Foreign Entity Law, Affidavit of Compliance with Anti-Human Trafficking Laws - 1. Forms.pdf - Friday January 24, 2025 14:20:42
- 2. Affidavit Pursuant to Florida Statute § 287.135 and E-Verify Affidavit. - 2. Forms.pdf - Friday January 24, 2025 14:21:39
- 3. Provide copy of Florida Professional Registration Licenses - 3. Forms.pdf - Friday January 24, 2025 14:22:46
- 4. Current Certificate of Insurance including Professional Liability Insurance at the levels identified on the Insurance Advisory Form as an attachment and Form W-9. - 4. Forms.pdf - Friday January 24, 2025 14:24:00
- 5. Brief but Complete History of Company. - 5. Forms.pdf - Friday January 24, 2025 14:28:47
- 6. Narrative Document describing the Firm and provide a statement of the Firm's qualifications for performing requested consulting and planning services and approach to RFP. - 6. Forms.pdf - Friday January 24, 2025 14:30:15
- 7. Organizational Chart and Narrative Document to include resumes of key personnel who will be assigned to the City of Boynton Beach - 7. Forms.pdf - Friday January 24, 2025 14:31:37
- 8. Narrative of Current and Projected Workload. - 8. Forms.pdf - Friday January 24, 2025 14:35:41
- 9. Documentation to support MBE / WBE / DBE / SBE Certification. - 9. Forms.pdf - Friday January 24, 2025 14:36:38
- 10. Optional - Submit any supplemental information you feel is relevant to the evaluation of your company's qualifications. - 10. Forms.pdf - Friday January 24, 2025 14:43:50
- Additional Document - CMA Submittal.pdf - Monday January 27, 2025 08:52:59

Addenda & Declarations

BACKGROUND

The City of Boynton Beach's Planning and Development Department is seeking the services of a professional planning firm or other qualified entity to review, evaluate, and amend the City's Comprehensive Plan. The City conducted its last evaluation and appraisal of the Comprehensive plan in 2020 and adopted the Private Property Right element in 2023.

The new comprehensive plan and its nine (9) elements (Future Land Use, Transportation, Utilities, Housing, Recreation and Open Space, Transportation, Coastal Management, Intergovernmental Coordination, and Capital Improvement) should highlight the positive aspects of the City, the current challenges that it faces, and the various opportunities moving forward. Emphasis on the redevelopment and mixed-use development throughout the City, updates and preservation effort on the City's environmental sensitive lands, climate change resilience plan, improvements of the transportation system, and rapid growth and change in the community is expected. The final comprehensive plan should present a clear and unified vision for the future of the City.

The City of Boynton Beach it's looking for a consultant to provide the following:

A. Conduct a full review of the City's Comprehensive Plan, including data and analysis, and Goals, Objectives and Policies (GOPs) of all elements.
B. Create and implement a public engagement strategy to develop a clear vision for the future of the City's development.
C. Update data and analysis within nine (9) elements.
D. Review and update nine (9) elements of the City's Comprehensive plan including removing outdated details, maps, and wordiness.
E. Ensure that all elements comply with Florida Statues including the required 10-year minimum period.
F. Restructure all elements to create a more streamlined, reader-friendly comprehensive plan while ensuring that all elements are updated.

☑ I/We have the authority to bind the Company and submit this Bid on behalf of the Bidder. - Nilsa Zacarias, Principal-in-Charge, Director of Planning, Chen Moore and Associates, 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
PLD25-001R - Comprehensive Plan - Addendum 5 Wed January 8 2025 03:20 PM	☑	–
Comprehensive Plan - Addendum No. 4 Thu January 2 2025 03:09 PM	☑	1
COMPREHENSIVE PLAN - Addendum 3 Mon December 23 2024 11:58 AM	☑	1
Comprehensive Plan - Addendum 2 - Final Mon December 23 2024 11:26 AM	☑	5
Comprehensive Plan - Addendum 1 Mon December 16 2024 05:21 PM	☑	2

Document Upload 1

NON-COLLUSION AFFIDAVIT AND CERTIFICATION OF PROPOSER

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

State of Florida)
:
County of Broward)

Peter Moore, P.E., F.ASCE, FACEC, F.FES, being first duly sworn, deposes and says that:

1) He/She is President (Title) of Chen Moore and Associates (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

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relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME	RELATIONSHIP
N/A	N/A

Witnesses:

Karen Rachles
Typed name: Karen Rachles

Leigh Barron
Typed name: Leigh Barron

BIDDER:

Signed: _____
Name: Peter Moore, P.E., F.ASCE, FACEC, F.FES
Title: President

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 27th day of January, 20__, by 25, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 27th day of January, 20 25

_____
Notary Public (Signature)

My Commission Expires: June 7, 2026

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CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135

THIS PAGE IS TO BE COMPLETED AND UPLOADED ONLINE

I, Peter Moore, P.E., F.ASCE, FACEC, F.FES, on behalf of Chen Moore and Associates, Inc. certify

Print Name and Title | Company Name

that Chen Moore and Associates 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 Consultant of the City's determination concerning the false certification. The Consultant 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 Consultant 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 s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Consultant, I hereby certify that the company identified above in the section entitled "Consultant 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

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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.

Chen Moore and Associates, Inc. _____

COMPANY NAME

_____

SIGNATURE

Peter Moore, P.E., F.ASCE, FACEC, F.FES

PRINT NAME

President

TITLE

January 27, 2025

DATE

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 27th day of January 2025, 20__, by Peter Moore, P.E., F.ASCE, FACEC, who is personally known to me or who has produced _____ as identification.

Subscribed and sworn to before me
This 27th day of January, 202_ 5

_____
Notary Public (Signature)

STEPHANIE M. WILLIAMS
Commission # HH 238202
Expires June 7, 2026

June 7, 2028
My Commission Expires:

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ANTI-KICKBACK AFFIDAVIT

THIS PAGE IS 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, or gift, directly or indirectly by me or any member of my integrator or by an officer of the corporation.

By: _____
NAME – SIGNATURE

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 27th day of January, 20 25, by Peter Moore, P.E., F.ASCE, FACEC, who is personally known to me or who has produced _____ as identification.
Sworn and subscribed before me

this 27th day of January 2025

Printed Information:

Peter Moore, P.E., F.ASCE, FACEC, F.FES
NAME

President
TITLE

NOTARY PUBLIC, State of Florida at Large

Chen Moore and Associates, Inc.
COMPANY

STEPHANIE M. WILLIAMS
Commission # HH 238202
Expires June 7, 2026
"OFFICIAL NOTARY SEAL" STAMP

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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: January 27, 20 25

Signed: _____

Entity: Chen Moore and Associates, Inc.

Name: Peter Moore, P.E., F.ASCE, FACEC, F.FES

Title: President

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 27th day of January, 20 25, by Peter Moore, P.E., F.ASCE, FACEC, as President for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Stephanie Williams

My commission expires: June 7, 2026

NOTARY PUBLIC STATE OF FLORIDA
STEPHANIE M. WILLIAMS
Commission # HH 238202
Expires June 7, 2026

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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: January 27, 20 25

Signed: _____

Entity: Chen Moore and Associates, Inc.

Name: Peter Moore, P.E., F.ASCE, FACEC, F.FES

Title: President

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☒ online notarization, this 27th day of January, 20 25 by Peter Moore, P.E., F.ASCE, FACEC, as President for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: Stephanie Williams

My commission expires: June 7, 2026

NOTARY PUBLIC STATE OF FLORIDA
STEPHANIE M. WILLIAMS
Commission # HH 238202
Expires June 7, 2026

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E-VERIFY FORM UNDER SECTION 448.095, FLORIDA STATUTES

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Project Name: City of Boynton Beach - Comprehensive Plan Review Professional Services (Consultant)

Solicitation No.: RFP No. PLDEV25-011R

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:	Chen Moore and Associates, Inc.
Authorized Signature:	
Print Name:	Peter Moore, P.E., F.ASCE, FACEC, F.FES
Title	President
Date:	January 27, 2025
Phone:	(954) 730-0707

STATE OF Florida)
COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of □ physical presence or X□ online notarization, this 27th day of January 2025, 2024, by Peter Moore, P.E., F.ASCE, FACEC on behalf of Chen Moore and Associates, Inc. He/she is personally known to me or has produced _____ as identification.

STEPHANIE M. WILLIAMS
Commission # HH 238202
Expires June 7, 2026

NOTARY PUBLIC
(Name of Notary Typed, Printed or Stamped)

Notary
Title or Rank

HH238202
Serial number, if any

CHENMOO-01 SROBERTSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/14/2025

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: Shelia Robertson
Acrisure Southeast Partners Insurance Services, LLC 1317 Citizens Blvd Leesburg, FL 34748	PHONE (A/C, No, Ext): (800) 845-8437 FAX (A/C, No): E-MAIL ADDRESS: SRobertson@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Travelers Indemnity Company	25658
INSURER B : Travelers Casualty and Surety Company of America	31194
INSURER C : Travelers Property Casualty Company of America	25674
INSURER D : American Interstate Insurance Company	31895
INSURER E : Crum & Forster Specialty Insurance Company	44520
INSURER F :	

INSURED

Chen Moore & Associates, Inc.
500 W. Cypress Creek Rd #600
Fort Lauderdale, FL 33309

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: POLICY X PRO-JECT LOC OTHER:			660A365479A	1/1/2025	1/1/2026	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA2W150087	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,000 $ 10,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			CUP00A762829A	1/1/2025	1/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		AVWCFL3335872025	1/1/2025	1/1/2026	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	Professional Liab			PKC-116934	1/1/2025	1/1/2026	Aggregate	5,000,000
E	Contractor Pollution			PKC-116934	1/1/2025	1/1/2026	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Boynton Beach is included as additional insured under the terms and conditions of the attached forms on the General Liability, Automobile Liability and Umbrella/Excess Liability policies when additional insured status is required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
100 E. Boynton Beach Blvd.
Boynton Beach, FL 33435-0310

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: CHENMOO-01 SROBERTSON
LOC #: 1

ACORD

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY: Acrisure Southeast Partners Insurance Services, LLC	NAMED INSURED: Chen Moore & Associates, Inc. 2855 E. Cypress Creek Rd #600 Fort Lauderdale, FL 33309 Broward
POLICY NUMBER: SEE PAGE 1	
CARRIER: SEE PAGE 1	NAIC CODE: SEE P 1
	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Certificate Remarks
*Umbrella extends over the underlying General Liability, Automobile Liability, and Workers' Compensation per the terms and conditions of the policies.

All supporting endorsement(s) and policy form(s) attached, if any, comprise the Certificate of Liability Insurance in its entirety. Please review these endorsement(s) and policy form(s) as certain coverage provided by them may only apply when a written contract or agreement between the parties requires such coverage be provided.

The attached page(s) noting additional terms, conditions, coverage and/or comments applies.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:
Regardless of the provisions of paragraph a. and paragraph **d.** of this part **5. Other Insurance,** this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

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BUSINESS AUTO EXTENSION ENDORSEMENT – FLORIDA

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED
B. BLANKET ADDITIONAL INSURED
C. EMPLOYEE HIRED AUTO
D. EMPLOYEES AS INSURED
E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
G. WAIVER OF DEDUCTIBLE – GLASS
H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
J. PERSONAL PROPERTY
K. AIRBAGS
L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
M. BLANKET WAIVER OF SUBROGATION
N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED
The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED
The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO
1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:
b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

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(1) Any covered "auto" you lease, hire, rent or borrow; and
(2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED
The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS
1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:
(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS
The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:
(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:
(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.
(ii) Neither you nor any other involved "insured" will make any settlement without our consent.
(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".
(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.
(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.
(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess contingent or on any other basis.
(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.
You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.
(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS
The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:
No deductible applies under Specified Causes of Loss or Comprehensive coverage for "loss" to glass used in the windshield.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT
The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:
However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT
The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:
We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY
The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:
Personal Property
We will pay up to $400 for "loss" to wearing apparel and other personal property which is:
(1) Owned by an "insured"; and
(2) In or on your covered "auto".
This coverage applies only in the event of a total theft of your covered "auto".
No deductibles apply to this Personal Property coverage.

K. AIRBAGS
The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:
Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:
a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
b. The airbags are not covered under any warranty; and
c. The airbags were not intentionally inflated.
We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS
The following is added to Paragraph **A.2.a., of SECTION IV – BUSINESS AUTO CONDITIONS**:
Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:
(a) You (if you are an individual);
(b) A partner (if you are a partnership);
(c) A member (if you are a limited liability company);
(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION
The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:
5. Transfer Of Rights Of Recovery Against Others To Us
We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS
The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:
The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non–renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft – 75 Feet Long Or Less
B. Who Is An Insured – Unnamed Subsidiaries
C. Who Is An Insured – Retired Partners, Members, Directors And Employees
D. Who Is An Insured – Employees And Volunteer Workers – Bodily Injury To Co-Employees, Co-Volunteer Workers And Retired Partners, Members, Directors And Employees
E. Who Is An Insured – Newly Acquired Or Formed Limited Liability Companies
F. Blanket Additional Insured – Controlling Interest
G. Blanket Additional Insured – Mortgagees, Assignees, Successors Or Receivers
H. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Premises
I. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations
J. Incidental Medical Malpractice
K. Medical Payments – Increased Limit
L. Amendment Of Excess Insurance Condition – Professional Liability
M. Blanket Waiver Of Subrogation – When Required By Written Contract Or Agreement
N. Contractual Liability – Railroads

PROVISIONS

A. NON-OWNED WATERCRAFT – 75 FEET LONG OR LESS
1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:
(2) A watercraft you do not own that is:
(a) 75 feet long or less; and
(b) Not being used to carry any person or property for a charge;
2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED**:
e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
(1) 75 feet long or less; and
(2) Not being used to carry any person or property for a charge;

B. WHO IS AN INSURED – UNNAMED SUBSIDIARIES
The following is added to **SECTION II – WHO IS AN INSURED**:
Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:
a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
b. Such subsidiary is not an insured under similar other insurance.
No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:
a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.
For purposes of Paragraph **1.** of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:
a. A limited liability company;
b. An organization other than a partnership, joint venture or limited liability company; or
c. A trust;
as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES
The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:
Any person who is your retired partner, member, director or "employee" that is performing services for you under your direct supervision, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, no such retired partner, member, director or "employee" is an insured for:
(1) "Bodily injury":
(a) To you, to your current partners or members (if you are a partnership or joint venture), to your current members (if you are a limited liability company) or to your current directors;
(b) To the spouse, child, parent, brother or sister of that current partner, member or director as a consequence of Paragraph **(1)(a)** above;
(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
(d) Arising out of his or her providing or failing to provide professional health care services.
(2) "Personal injury":
(a) To you, to your current or retired partners or members (if you are a partnership or joint venture), to your current or retired members (if you are a limited liability company), to your other current or retired directors or "employees" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
(b) To the spouse, child, parent, brother or sister of that current or retired partner, member, director, "employee" or "volunteer worker" as a consequence of Paragraph **(2)(a)** above;
(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(2)(a)** or **(b)** above; or
(d) Arising out of his or her providing or failing to provide professional health care services.
(3) "Property damage" to property:
(a) Owned, occupied or used by; or
(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your retired partners, members or directors, your current or retired "employees" or "volunteer workers", any current partner or member (if you are a partnership or joint venture), or any current member (if you are a limited liability company) or current director.
Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your retired partners, members, directors or "employees", other than a doctor. Any such retired partners, members, directors or "employees" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

D. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – BODILY INJURY TO CO-EMPLOYEES, CO-VOLUNTEER WORKERS AND RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES
The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:
Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a current or retired co-"employee" while in the course of the co-"employee's" employment by you or performing duties related to the conduct of your business, or to "bodily injury" to your other "volunteer workers" or retired partners, members or directors while performing duties related to the conduct of your business.

E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES
The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED**:
3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
a. Coverage under this provision is afforded only:
(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;
b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
For the purposes of Paragraph **1.** of Section **II** – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:
a. A limited liability company;
b. An organization other than a partnership, joint venture or limited liability company; or
c. A trust;
as indicated in its name or the documents that govern its structure.

F. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST
1. The following is added to **SECTION II – WHO IS AN INSURED**:
Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:
a. Such financial control; or
b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.
The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:
This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

G. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS
The following is added to **SECTION II – WHO IS AN INSURED**:
Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:
a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed,

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subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

H. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

I. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

J. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician, paramedic, athletic trainer, audiologist, dietician, nutritionist, occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

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EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, INPART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE.

COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a submit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that submit only if such submit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.

2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.

4. For the purposes of Paragraph **1.** above:

a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:

(1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess Follow-Form And Umbrella Liability

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3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.

4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.

5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:

a. All expenses we incur.

b. The cost of:

(1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or

(2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to $1,000 a day because of time off from work.

d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

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With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage **A**, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and

2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:

a. The limits of insurance afforded to such person or organization will be:

(1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or

(2) The limits of insurance of this policy;

whichever is less; and

b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage **B**:

1. The Named Insured shown in the Declarations is an insured.

2. If you are:

a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.

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b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay

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damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

(a) Owned, occupied or used by; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you

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maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal injury" or "advertising injury" arising out of an offense committed

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph **B.** of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage **C**, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;

2. Claims made or "suits" brought;

3. Number of vehicles involved;

4. Persons or organizations making claims or bringing "suits"; or

5. Coverages provided under this insurance.

As indicated in Paragraph **D.1.** of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and

2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

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d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.

3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.

4. Except with respect to any provisions to the contrary contained in Paragraphs **1.**, **2.** or **3.** above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:

a. Make inspections and surveys at any time;

b. Give you reports on the conditions we find; and

c. Recommend changes.

2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:

a. Are safe or healthful; or

b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this insurance unless all of its terms have been fully complied with.

2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:

a. Are not payable under the terms of this insurance; or

b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, coverage **A** is not reinstated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.

2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:

a. Coverage;

b. Limits of insurance;

c. Termination of any coverage; or

d. Exhaustion of aggregate limits.

3. If you are unable to receive from any "underlying insurance" because you fail to comply with any term or condition of the "underlying insurance", Coverage **A** is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition of the "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing, excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage **A** is subject to the following provisions:

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1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.

2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured on any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.

2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph **4.** below.

3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.

4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED**.

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item **5.** of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.

2. We do not assume responsibility for:

a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or

b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or

2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;

2. Those statements are based upon representations you made to us; and

3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSUREDS

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and

2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage **A**, the "underlying insured", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the

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UMBRELLA

execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
   a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
   b. Next, to us; and
   c. Then, to any person or organization (including the insured and with respect to Coverage **A**, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
   a. A court decision; or
   b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
   a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs **4.a.(1), (2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; and
   b. The applicable limit of insurance of any "other insurance" that applies.

   The limits of insurance in any policy of "underlying insurance" will apply even if:
   a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
   b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.
5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
   a. Another insurance company;
   b. Us or any of our affiliated insurance companies;
   c. Any risk retention group;

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. ○ Specific Waiver
   Name of person or organization

   ⊗ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium: $ 0 — The premium charge for this endorsement shall be included in the premium developed on payroll in conjunction with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Minimum Premium: $
   Maximum Premium: $ 0

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2025 Policy No. AVWCFL3335872025 Endorsement No.
Insured Chen Moore & Associates Inc Premium

Insurance Company Countersigned by _____

AMERICAN INTERSTATE INSURANCE COMPANY - 24759

WC 00 03 13
(Ed. 4-84)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) or Organization(s)
Blanket when specifically required in a written contract with the named insured.

A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work" for that person or organization performed by you, or by those acting on your behalf.

This insurance shall be primary and non-contributory, but only in the event of a named insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" to which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

EN0118-0211 Page 1 of 1

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Chen Moore and Associates

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
500 West Cypress Creek Road Suite 600

Requester's name and address (optional)

6 City, state, and ZIP code
Fort Lauderdale, FL 33309

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
5 9 - 2 7 3 9 8 6 6

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/2/2025

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.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

Brief History of the Firm



Founded in 1986, Chen Moore and Associates, Inc. (CMA) is an awarded Florida Corporation specializing in planning, civil engineering, water and sewer, water resources, electrical engineering, transportation, landscape architecture and irrigation, environmental, and construction administrative services. The firm has its headquarters in Fort Lauderdale, with regional offices in Miami, West Palm Beach, Tampa Bay (St. Petersburg), Orlando (Maitland), and Jacksonville, and additional offices in Jupiter, Port St. Lucie, Sarasota, Gainesville, Tallahassee, Atlanta, Raleigh (Cary), and Knoxville. The firm commits to providing responsive quality services while meeting the schedules and specific project needs of our clients. CMA has successfully worked for municipalities in Palm Beach County for over three decades, including experience with federally grant funded projects.

Services for this Contract will be provided from our West Palm Beach office located at 500 Australian Avenue, Suite 850, West Palm Beach, FL 33401.



CMA embodies its core values through **Leadership, Excellence, Philanthropy, Culture, and Community**. CMA draws inspiration from its founder, Dr. Ben Chen, P.E., and is guided by the vision set by its current leadership team, led by President Peter Moore, P.E., F.ASCE, FACEC, F.FES. The firm continues to grow by striving for excellence in design, innovation, project management, and quality.

CMA recognizes the importance of giving back through its commitment to philanthropy. At all levels of our organization, employees contribute their time and resources to community and profession-related events, making a positive impact beyond our office walls. The CMA Family culture is about quality and excellence in our professional work, while contributing as a leader in our communities in a fun work environment to build relationships and leave a lasting legacy.

OUR SERVICES

PLANNING
LANDSCAPE ARCHITECTURE
ENVIRONMENTAL
CIVIL ENGINEERING
TRANSPORTATION ENGINEERING
ELECTRICAL ENGINEERING
CONSTRUCTION MANAGEMENT

OUR MARKETS

COMMUNITY ADVANCEMENT
WATER & WASTEWATER
WATER RESOURCES
TRANSPORTATION
ENERGY
LAND DEVELOPMENT

CMA Range of Activities and Experience

We have an in-depth understanding of your challenges. We propose to the City a highly multidisciplinary and qualified team, including AICP planners, environmental scientists, licensed landscape architects, licensed engineers, and GIS experts, all collectively experienced in Florida Statutes and proficient general planning services.

The CMA Team has the credentials to provide land planning, urban design, public meeting facilitation, landscape architecture, transportation, drainage, water, and wastewater engineering. With unparalleled technical analysis, writing skills, and graphic design capabilities (CAD renderings and GIS mapping), our Team will be honored to provide planning services to the City of Boynton Beach and work closely with the City Staff.

Because of our diverse skill-set within our department, our Planning team self performs most projects within a general planning contract without the need for subconsultants. We are known and respected for our thorough understanding of site and permitting constraints prior to commencing projects. We are highly responsive and provide out-of-the-box solutions to our clients' needs.



CMA's Planning Team at a recent public meeting.

OUR SERVICES

- PLANNING
- LANDSCAPE ARCHITECTURE
- ENVIRONMENTAL
- CONSTRUCTION MANAGEMENT
- CIVIL ENGINEERING
- TRANSPORTATION ENGINEERING
- ELECTRICAL ENGINEERING



Community Participation, Parks Master Plan for the Village of Tequesta, FL

PLANNING

Land use planning is about community building, it is integral to the sustainable development of cities and towns. It involves looking at how land should be used, ranging from green space to residential areas, commercial and industrial sites. Land-use planning takes place within the framework of local zoning laws, state and federal regulations; and careful planning aims to preserve the environment, promote social gatherings, enhance communities, and support transportation, industry, and economic development. CMA provides long range and current planning services by focusing on sustainable principles with unparalleled graphic skills and superior analytical capabilities to local governments, communities, and private sector clients throughout Florida. Our expertise includes the following services:

Long Range Planning

- Sustainable Comprehensive Plan & Text Amendments
- Neighborhood Plans
- Land Development Regulations & Zoning Codes
- Evaluation & Appraisal Reviews
- Annexation Plans & Processing

Current Planning

- Development Applications & Approvals
- Site Plan Designs & Reviews
- Technical Reports

Community & Neighborhood Involvement

- 24/7 Open Community Forums
- Vision & Master Plans
- Neighborhood Plans
- Design Charrettes
- Neighborhood Participation

Graphics and Geographic Information System (GIS)

- GIS Maps
- 3D Computer Rendering/Conceptual Design/ CAD



LANDSCAPE ARCHITECTURE

CMA's Landscape Architecture studio strives to develop context sensitive design solutions incorporating and conserving nature in our urban environments. Our design approach focuses on creating high quality environments for people. Public landscapes, whether in the form of parks, streetscapes, or other municipal facilities, serve multiple purposes. They provide beautification, shade, habitat for wildlife, they improve water quality, and they can serve as educational spaces informing the public of our need to care for our natural resources. They contribute to our physical and mental health, improve our quality of life and enhance the urban experience.

We begin our projects by understanding our client's ability to maintain and operate the spaces we create. The design and its implementation represent a fraction of our work's anticipated life. We work closely with you to make certain inherited facilities can be maintained for the long-term benefit of your community. Landscapes and infrastructure should be sustainable socially, environmentally, and economically.

CMA believes parks play a vital role in our communities. Parks lay a healthy foundation for community development. They can catalyze community revitalization, engage the community, and support economic development through enhancement of property values and increased municipal revenue. Parks can promote tourism by providing venues for special events, festivals, and sports tournaments and often contain special facilities such as zoos, memorials, or significant cultural artifacts. Socially, parks create safer neighborhoods and provide an environment where people can connect with nature and benefit from physical activity, social interaction, and a cleaner environment raising their quality of life. Physically, our parks shape our environment and help to define our public realm by providing open space that preserves vital ecological functions, protects biodiversity, buffers incompatible land uses, and reduces public costs for stormwater management, flood control, and other forms of public infrastructure. Our expertise includes the following services:

- Planting Design
- Hardscape Design
- Urban Design
- Master Planning (Parks, Planting and Irrigation)
- Community Planning
- Irrigation Design
- Park Design
- Greenway & Trails Design
- Pedestrian & Bicycle Pathway Design
- Government Permitting
- Site Planning & Rezoning
- GIS Analysis & Mapping
- Sustainable Design & LEED Solutions
- Project & Program Management
- Habitat Restoration
- Wayfinding
- Public Outreach
- Opinions of Probable Cost





Benthic Surveys for Water Main Crossing at Northlake Boulevard and C-17 Canal at Eastwind Drive, North Palm Beach, FL

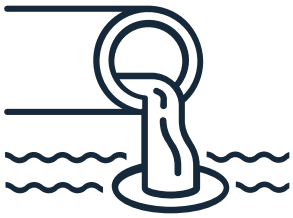
ENVIRONMENTAL

At CMA, we understand the need to balance development with the protection of natural resources. We work with our clients to identify protected natural resources, including wetlands, coastal/marine resources (mangroves, corals, seagrass), upland trees, and threatened and endangered fauna/flora that may conflict with their proposed infrastructure projects. Our staff includes SWS Professional Wetland Scientists, UF Florida Master Naturalists, and ISA Certified Arborists who can perform quantitative and qualitative assessments of protected natural resources, and who work directly with our civil engineers to design projects to avoid/minimize resource impacts or develop mitigation strategies to offset unavoidable impacts. Mitigation strategies may include habitat restoration design for freshwater wetlands, uplands, coastal wetlands, or marine habitats, and mitigation bank coordination. Our expertise includes the following services:

- Wetland Delineations, Function Evaluation, & Monitoring
- Mitigation Design
- Environmental Resource Permitting
- Protected Wildlife Assessments
- Benthic Resource Surveys
- GPS & GIS Data Collection/Mapping Development
- NEPA/PD&E Document Preparation & Reevaluations
- Certified sUAS/Drone Pilot Services
  - Videography
  - Wetlands Monitoring
- Arborist Services
  - Urban Forest Management Plans
  - GPS Tree Inventories
  - Tree Removal Permitting
  - Tree Value Estimates/Tree Grading
  - Tree Risk Assessment (ISA – TRAQ) & Tree Canopy Assessments
  - Mangrove Trimming Oversight



Brightline West Palm Beach Station, West Palm Beach, FL



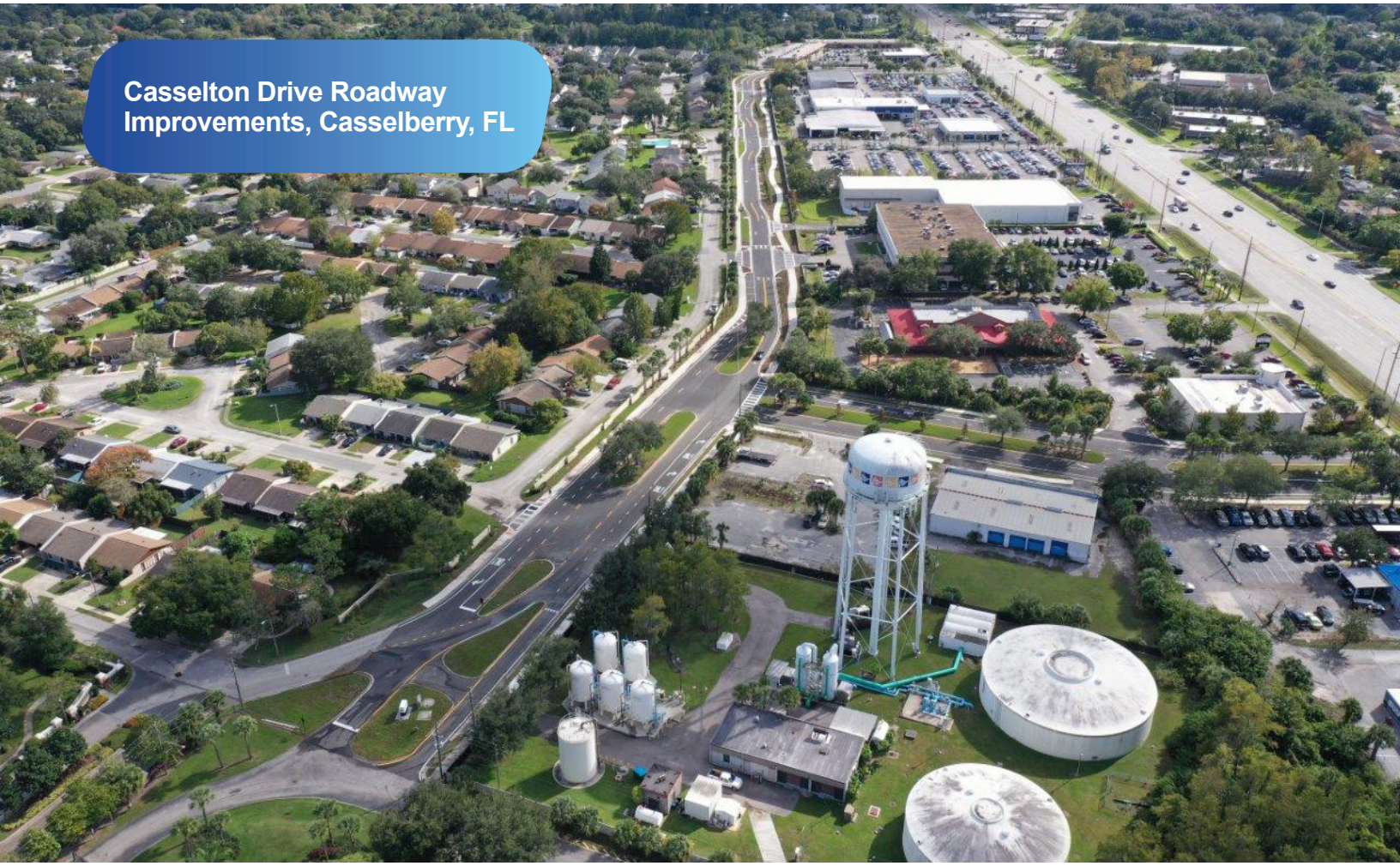
CIVIL ENGINEERING

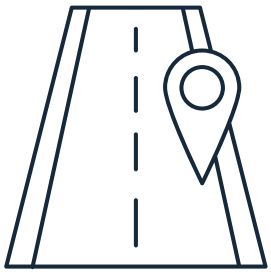
CMA has been at the forefront of water and sewer infrastructure design since 1986. Our expertise spans a wide spectrum, from small-scale projects to large neighborhood improvements. CMA has a proven track record as a design consultant across Florida, with expertise in modeling, analysis, and design of water main, force main, gravity sewer, and lift stations. Our engineers have the experience addressing the more important utility issues and work to recommend and prioritize phasing for potential improvements. CMA provides a range of services including:

- Water Supply, Treatment & Distribution Design
- Sanitary Sewer Collection Systems Design
- Reclaimed Water Design
- Infrastructure Master Planning
- Trenchless Technology
- Pump Station Design & Rehabilitation
- Stormwater Management System Design & Master Plans
- Watershed Assessments
- Water Resources
- Water Works Design
- Environmental Engineering
- Site Development
- Site Planning
- Permitting & Regulatory Support
- Government Permitting
- GIS Analysis & Mapping
- Project & Program Management
- Sustainable Design & LEED Solutions
- Utility Rate & Infrastructure Valuation Studies
- Public Outreach
- Opinions of Probable Cost

In addition, our engineers can perform the supplemental services like Maintenance of Traffic (MOT) design, identification of grants and other funding resources, and public outreach and education. CMA is also experienced in alternative utility installation methods including horizontal directional drilling, pipe bursting, swagelining, tremie lift station installation, and pipeline rehabilitation, to address some of the unique concerns the client may have.

Our engineers have the experience to address the more important utility issues and work to recommend and prioritize phasing for potential improvements. Over the last 10 years, CMA has planned, designed, permitted, and assisted with the construction of over 500 miles of pressure pipe (including 24-inch to 72-inch mains within FDOT rights of way), over 100 miles of gravity sewer, over 250 pump stations (ranging from 100 gpm to 5,000 gpm), over 100 directional drills (along/across including highways, roadways, and waterways), over 60 miles of pressure pipe over 16-inch diameter, and over 9,000 septic-to-sewer conversions. Installation methods included the traditional open cut method, as well as a variety of trenchless technologies, one of CMA's niche services.





TRANSPORTATION ENGINEERING

Great roadways form the glue that holds a successful community together by enabling safe and convenient transportation for both vehicles and pedestrians. CMA's philosophy of transportation design involves organizing a hierarchy of streets to respond to the varying urban use and density conditions and establishing appropriate standards for each street type. CMA engineers' designs for safety, longevity, and sustainability, creating roadways that will foster active communities. CMA has designed hundreds of miles of roads throughout Florida in the last couple decades. Our expertise includes the following services:

- Roadway Design
- Highway Design
- Stormwater Design
- Streetscape, Circulation & Roundabout Design
- Traffic Calming Design
- Pavement Marking & Signage
- Aviation Related Designs
- Greenway & Trails Design
- Transit Design
- Pedestrian & Bicycle Pathway Design
- Maintenance of Traffic
- Government Permitting
- GIS Analysis & Mapping
- Project & Program Management
- Public Outreach
- Opinions of Probable Cost

CMA's General Planning Contract Relevant Experience

Over 90% of our work is for repeat clients.

Great cities are known for their public spaces. Streets, plazas, and parks are the fabrics which knit our communities together. They provide proven social, environmental, and economic benefits and contribute to community quality of life. Boynton Beach has taken an aggressive approach to improving the quality of its public spaces and the quality of life for residents by revitalizing the physical environment and the economy of the community for residents, business owners, and visitors. At CMA, we share this commitment and approach to designing public places. CMA currently has approximately 350 municipal clients in South Florida, including continuing services contracts with Palm Beach County municipalities such as Town of Mangonia Park, City of Lake Worth Beach, City of Westlake, City of Delray Beach, Village of Tequesta, Village of North Palm Beach, Riviera Beach, City of Wellington, City of Delray Beach, Village of North Palm Beach, Village of Palm Springs, and the Town of Palm Beach.

CMA has a proven track record of providing comprehensive planning services to various municipalities throughout Florida.

- City of Key Colony
- City of Dania Beach
- City of Westlake
- City of Lake Worth Beach
- City of Delray Beach
- Town of Mangonia Park
- Village of North Palm Beach
- Village of Tequesta





OUR APPROACH

Narrative Document

Project Delivery, Schedule, and Budget Compliance

The City of Boynton Beach was initially established by Major Nathan Boynton in 1894. History tells us that he was impressed by the natural beauty of the year-round sunshine and pristine beaches, and he built the famous Boynton Hotel which opened in 1897.

The City was officially incorporated in 1920, and today is the third largest municipality in Palm Beach County with an estimated population of approximately 80,139 residents. Boynton Beach strives to preserve its natural beauty and resources, enhance the quality of life of its residents, and support its business community since its incorporation. We believe this dedicated commitment is reflected in the vibrant community life, outstanding recreation areas, lush residential districts, rich history, and growing business partners.



The City's ability to embrace innovation while respecting its history has made it a vibrant community with a hometown feel for its residents, businesses, and visitors. **Chen Moore and Associates (CMA)** has an established reputation in Palm Beach County, and we recognize the urban planning challenges pose unique opportunities to further advance Boynton Beach in a sustainable, innovative, and resilient manner as the City prepares its 2050 Comprehensive Plan.

In this section of the RFP response, we will elaborate on our qualifications to prepare the City's 2050 Comprehensive Plan, the services that the CMA Team will deliver to the City, and the approach that will be utilized to meet the requirements of this RFP.

We believe in a team work approach, and supporting the City Staff as a method to accomplish the goals. For each assignment, we will identify the goals, target timeline and deliverables; and we will conduct weekly or by-weekly coordination meetings with the City staff to report back and monitor project progress.

Technical knowledge and fluid communication are the keystone of our planning services. CMA is appointing **Nilsa Zacarias, AICP, as the Principal-in-Charge.** Ms. Zacarias has over 25 years of experience working with local governments. Ms. Zacarias served as the Chair of the successful Affordable Housing Symposium that focused on the Live Local Act held in April 2024, and she was a speaker at the Florida Chapter APA Conference held in Tampa this last September 2024. We are also appointing **Osniel Leon, AICP, as the Project Manager,** with years of experience in current and long-range planning. Mr. Osniel credentials include site plan reviews, writing policies for comprehensive planning, and presentations to Boards and City Councils. Please see the resumes of all our proposed team of AICP planners, PLA landscape architects, certified arborists, experienced in federal, state and local regulations.

CMA is proposing a highly multidisciplinary and qualified team comprising AICP planners, environmental scientists, landscape architects, P.E. engineers, and GIS experts. Our team is deeply experienced with Florida Statutes and the importance of the Comprehensive Plan as a guiding document for local government strategic policies.

Our proposed team brings expertise in land planning, urban design, public meeting facilitation, landscape architecture, resiliency, transportation, drainage, water, and wastewater engineering. Based locally in **West Palm Beach,** CMA is committed to working closely with the **City of Boynton Beach** staff and leadership to ensure smooth and timely delivery of the project. We are fully committed to completing this project by **January 31, 2026,** as specified in the City's RFP.

The CMA Team will utilize unparalleled technical analysis, writing proficiency, and expertise in resilience planning to deliver a Comprehensive Plan that addresses coastal zones, conservation, natural resource preservation, and resilience. Our team will update the Goals, Objectives, and Policies (GOPs) to reflect the City's priorities and incorporate demographic trends, existing plans and studies, and local regulations, while aligning with the latest updates to Florida Statutes.

Our approach will include creating a graphically driven, user-friendly document that reflects the City of Boynton Beach's unique vision and values. We will work with City staff to analyze each chapter of the Comprehensive Plan, update its elements to reflect current trends and challenges, with emphasis on the redevelopment and mixed-use development throughout the City, and prepare actionable policies to promote preservation on the City's environmental sensitive lands, climate change resilience plan, improvements of the transportation system, and rapid growth in the community.



80,380	Population (2020 US Census)
49.4%	White
33.9%	African American
11.7%	Two or More Races
16.5%	Hispanic or Latino
$71,378	Median Household Income
$39,198	Per Capita Income
63.8%	Owner-Occupied Housing Unit Rate
$312,700	Median Value of Owner-Occupied Housing Units
88.5%	High School Graduate or Higher
31.9%	Bachelor's Degree or Higher

Proposed Deliverables and Services

Boynton Beach's coastal charm and thriving community are its greatest strengths. The CMA Team understands the City's commitment to protecting its natural resources, fostering economic growth, and enhancing residents' quality of life. Through meaningful community engagement and collaboration with City staff, residents and leadership we will ensure the updated Comprehensive Plan presents a clear and unified vision for the future of the City.

The CMA Team has the professional credentials to review, evaluate, and amend the City's Comprehensive Plan. We understand the City conducted its last evaluation and appraisal of the Comprehensive plan in 2020 and adopted the Private Property Right element in 2023.

We are committed to working closely with the City Staff, and present a clear and unified vision for the future of the City by accomplishing the following:

- Recognizing the positive aspects of the City
- Addressing current challenges and trends that it faces such as urban growth
- Analyzing opportunities for redevelopment and mixed-use development throughout the City
- Updating preservation efforts on the City's environmental sensitive lands
- Proposing climate change resilience policies
- Supporting and identifying improvements of the transportation system

Our CMA Team understands the City of Boynton Beach opportunities and challenges and we are committed to accomplish the following goals:

A. Conduct a full review of the City's Comprehensive Plan, including data and analysis, and Goals, Objectives and Policies (GOPs) of all elements.

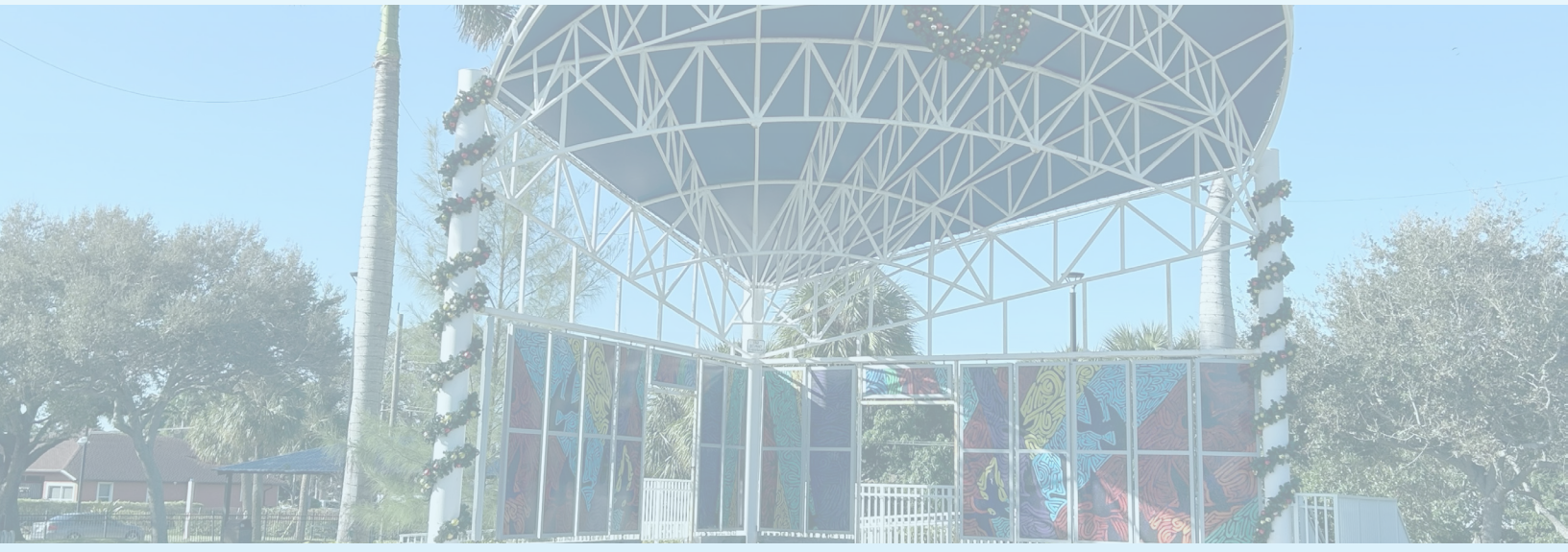
B. Create and implement a public engagement strategy to develop a clear vision for the future of the City's development.

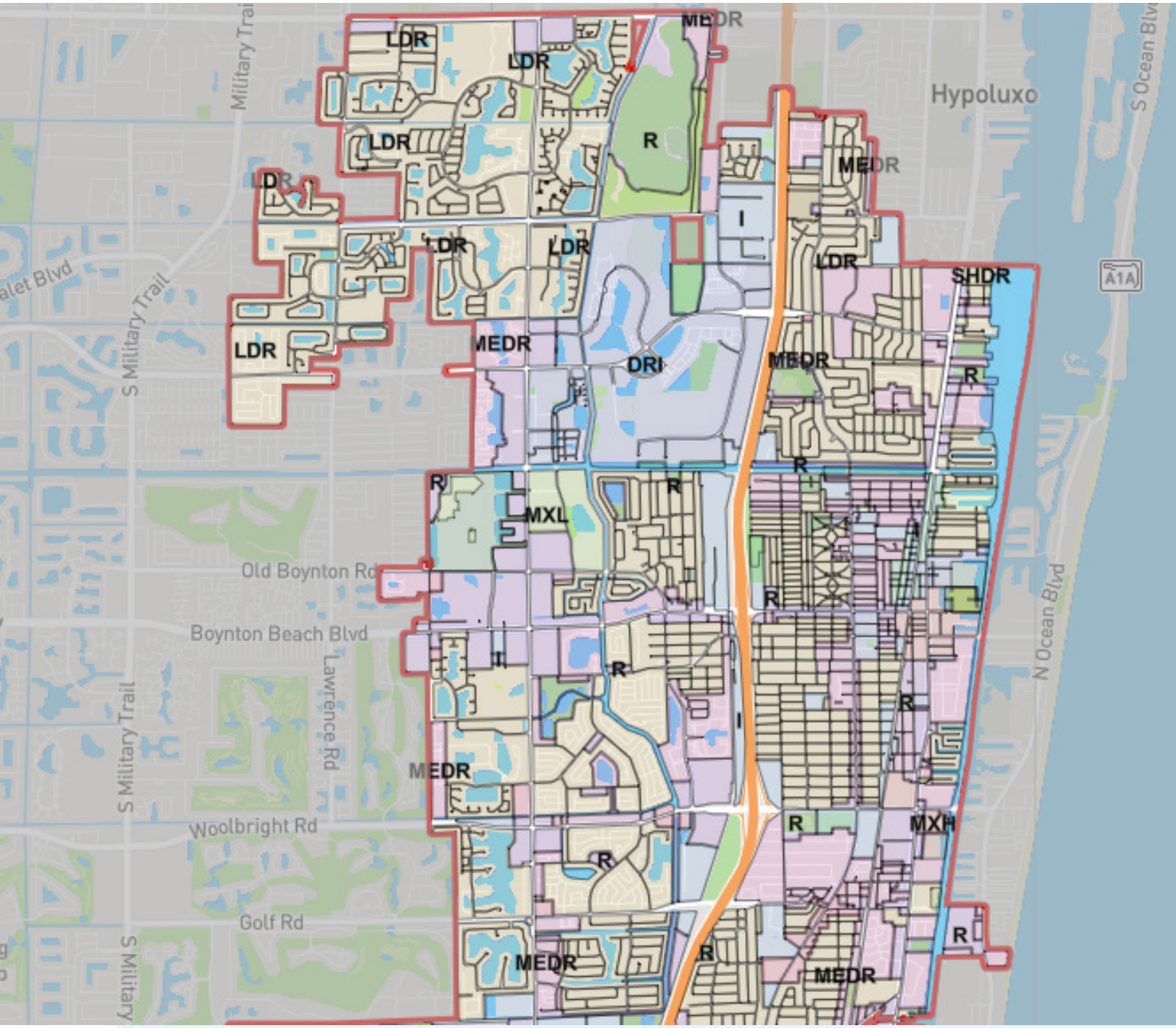
C. Update data and analysis within nine (9) elements.

D. Review and update nine (9) elements of the City's Comprehensive plan including removing outdated details, maps, and wordiness.

E. Ensure that all elements comply with Florida Statues including the required 10-year minimum period.

F. Restructure all elements to create a more streamlined, reader-friendly comprehensive plan while ensuring that all elements are updated.





The CMA team has years of experience preparing and processing Comprehensive Plan Updates in compliance with Florida Statutes Chapter 163. CMA AICP planners have the knowledge to review the City's Comprehensive Plan for consistency with recent legislative changes, consistent with Florida Statutes.

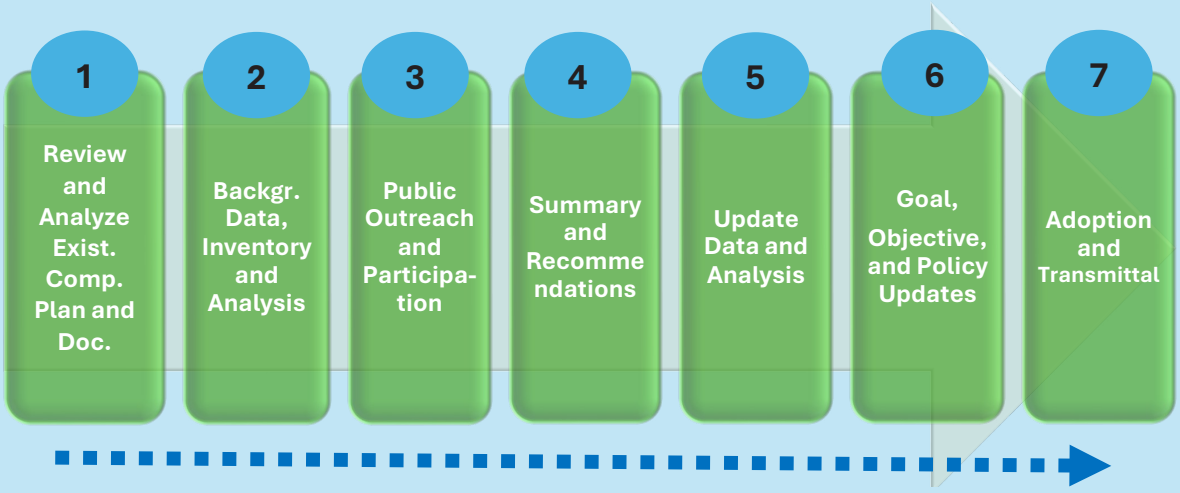
We understand Boynton Beach challenges and trends, and are looking forward to assist and work along the City Staff. Our team will prepare a plan that is based on the City's values, community feedback, best know practices, Florida Statutes Title XI, Chapter 163, Section 163.3177 and local regulations that will guide the City's sustainable growth and redevelopment.

Our team comprises seasoned professionals with extensive expertise in Comprehensive Planning Services and brings together a diverse set of skills and backgrounds, including urban planning, environmental science, architecture, transportation and civil engineering. This multidisciplinary approach allows us to provide holistic and innovative planning solutions tailored to the unique needs of Boynton Beach.

The CMA Team's proposed approach includes the following tasks per the City of Boynton Beach RFP:

City of Boynton Beach

Comprehensive Plan Review



CMA Team and City Staff will work closely throughout the duration of the project

1. Review and analyze the existing Comprehensive Plan and relevant documents.

- Collect detailed demographic and economic data, including population trends, housing, infrastructure capacity, and land use patterns.
- Review the City's existing Comprehensive Plan, and City's approved Strategic Plan and analyze if priorities within the existing Comprehensive Plan have been supported.
- Identify where updates and changes are needed in each element based on the current Comprehensive Plan and changes in state statues.
- Prepare for recommended amendments to each applicable element based on the Evaluation and Appraisal Review.
- Evaluate existing transportation networks, stormwater management systems, and natural resource conservation strategies.
- Review local, county, and state regulations to ensure compliance with Florida Statutes.

2. Background Data, Inventory and Analysis.

- Coordinate with City staff to conduct group or individual interviews with key City personnel and officials to gain insight of their perspective and objectives for the Comprehensive Plan update.
- Review the City's approved Strategic Plan 224-2029 (Resolution 24-205) and provide city staff a report to add and update applicable elements accordingly.
- Incorporation of all relevant resources supplied by the City for nine (9) elements.
- Research and prepare new data from appropriate data sources and as required by State statutes for inclusion in nine (9 elements).
- Develop branding strategies and outreach materials to encourage participation.
- Leverage online tools and social media for ongoing community engagement.

3. Public Outreach and Participation.

- Facilitate citizen forums, workshops, focus groups, and surveys to gather input on current and future development patterns.
- Prior to kick-off meetings and public outreach. CMA team will discuss with City staff tailored strategy for reaching out to and engaging the public at different stages of the planning process.
- Develop a stakeholder database with assistance from City staff and officials and will notify various community engagement activities.
- Prepare community profile summarizing statistics of existing conditions in the city.
- Utilize a wide range of engagement activities including social media, and various survey techniques and tools.
- Create a web site appropriate to Boynton Beach guidelines and include nightly site backups and use maintenance.

A sustainable City is founded on the aspirations, values, and vision of its community. Citizen forums and community engagement are the cornerstone of the CMA Team planning expertise, and we will create a **vibrant, proactive, and fun public engagement** process to involve the community including residents, businesses, City's leadership, Administrators and City's Departments. Our communication strategy aims to engage a wide demographics to listen ideas, challenges and aspirations and build consensus.

We believe in a robust and wide civic community engagement program , and the CMA team can conduct citizen forums/hearings, open houses, charrettes, focus groups, other avenues of public input and citizen surveys to engage the residents and city stakeholders. **Our team is proficient with Proactive Public Participation Programs (4Ps) that include the following initiatives:**

- **Branding** to promote the importance and heighten residents' participation.
- **Poster with a QR Code** to allow the community to access information from their mobile phone.
- **One-on-one interviews and Group Meetings** with key stakeholders, City's leadership, administration, and departments.
- **Public meetings with stakeholders** to present draft and final document to gather feedback Boards, Council, and others.



- **Charrettes, Visioning Workshops, and Open Houses** at City Hall (all needed workshops and open houses).
- **Kiosks at regular City Events** to reach out the public where they gather (For example, green market, art festival, etc.).
- **Bilingual Survey,** paper copy and digital using QR Code to allow replying survey from mobile phone. The Survey will be in English and Spanish as needed.
- **Strong Social Media and Online Presence,** we will prepare its website for this initiative that could be linked to the City's website.





4. Summary and Recommendations.

- Prepare summary based on public engagement. Including the community's preferred strategies and focused vision for the City.
- Provide summary to the City staff for reviews and comments.
- Present summary to the City Commission along with recommendations, after the City staff reviews and edits.

5. Update Data and Analysis.

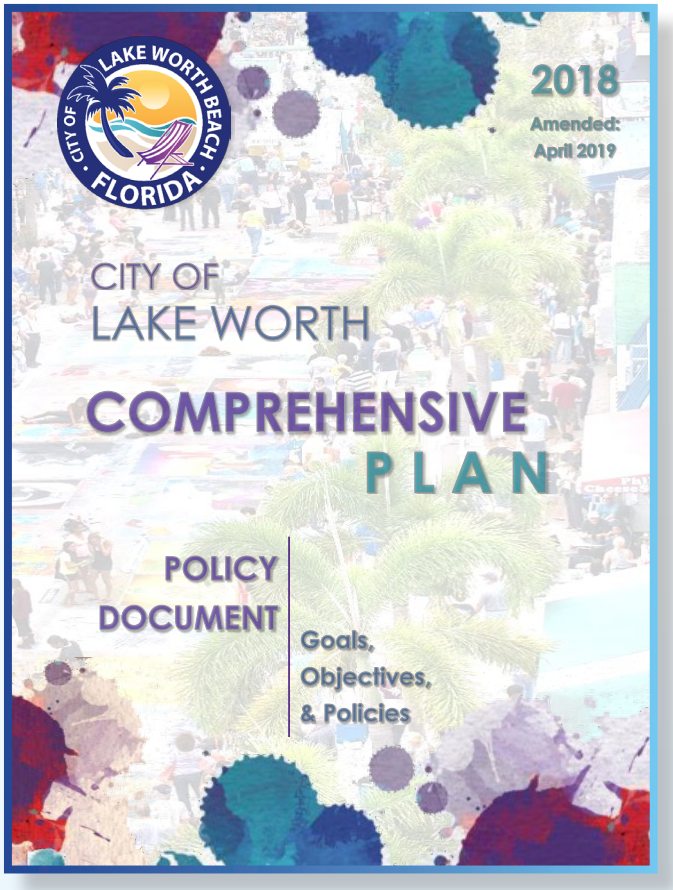
- Prepare updated Data & Analysis sections for each Comprehensive Plan element. Including areas for its potential impact on growth of the City if annexed.
- Update future conditions maps that are adopted as part of the amended Comprehensive Plan for inclusion in the adoption document.

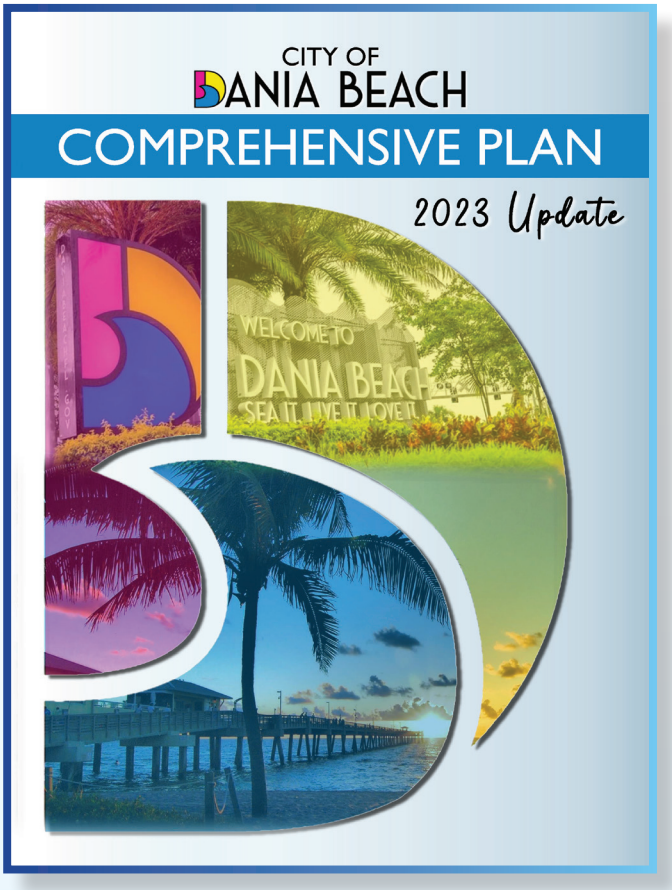
We are committed to promoting sustainable and resilient communities.

We are committed to promoting sustainable and resilient communities. Our staff stays at the forefront of industry trends and best practices, continually updating their skills through professional development and certification programs. We are dedicated to integrating sustainability principles into all aspects of comprehensive planning, from reducing environmental impacts to enhancing quality of life for residents and supporting the business community. In addition to our experienced team of AICP planners, we have included an expert team of licensed engineers as indicated in their resumes: **Suzanne Dobbrowski, P.E., ENV SP, and Ben Lehr, P.E., LEED AP.** And lastly, we have included our engineer with extensive expertise in resiliency and vulnerability as indicated in their resume: **Brent Whitfield, P.E., ENV SP, F.ASCE.**

Please see the following Comprehensive Plan Update samples that were prepared by the CMA Team:

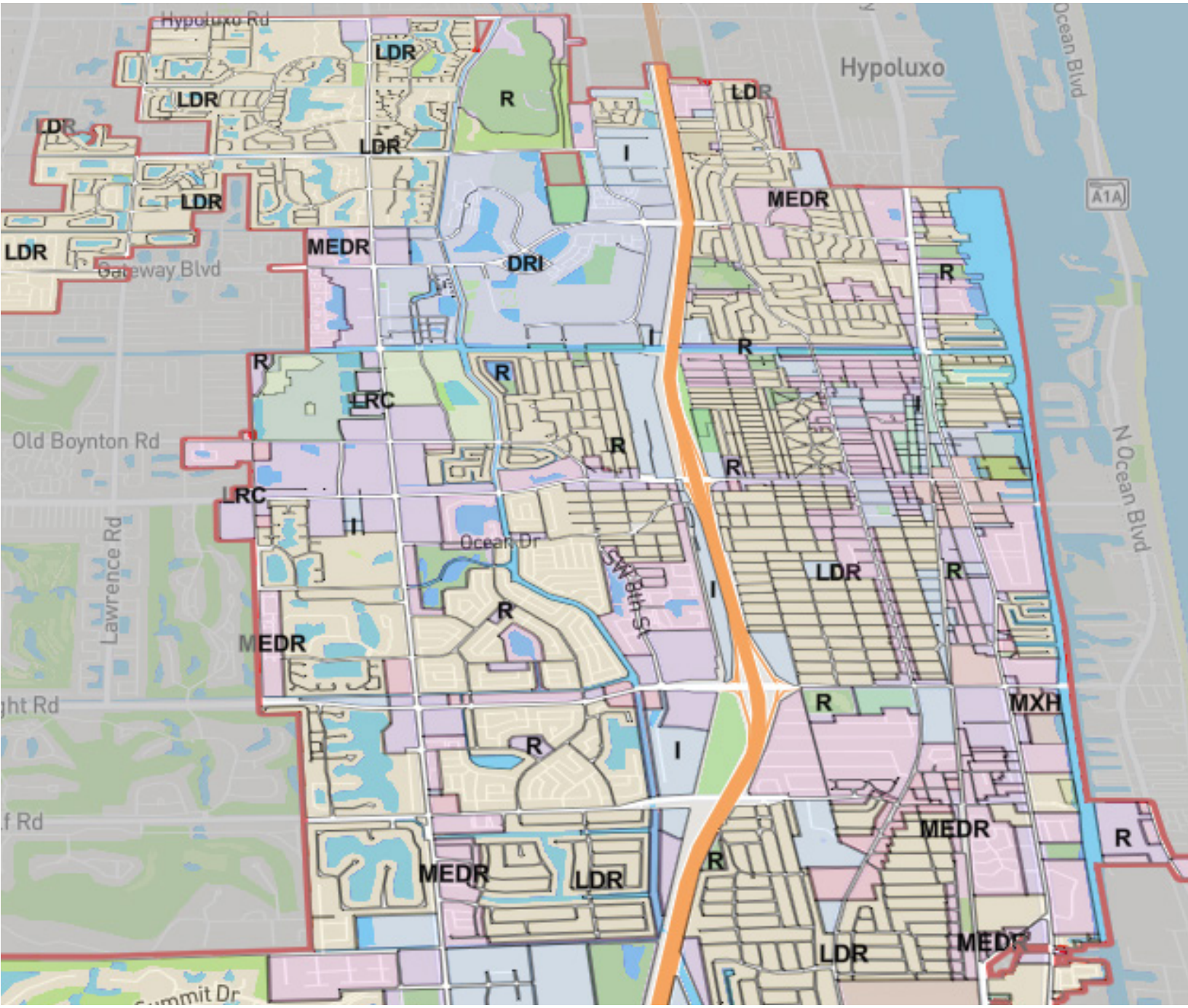
1. **City of Lake Worth Comprehensive Plan Update**
   https://lakeworthbeachfl.gov/government/comprehensive-plan
2. **City of Dania Beach Comprehensive Plan Update**
   https://acrobat.adobe.com/id/urn:aaid:sc:US:f04eb09b-7310-40b6-878d-f19ca03fdf3a





6. Goals, Objectives, and Policies (GOPs) of nine (9) elements.

- Review and update all Comprehensive Plan elements, including Future Land Use, Transportation, Utilities, Conservation, Recreation and Open Space, Housing, Recreation and Open Space, Transportation, Coastal Management, Intergovernmental Coordination, and Capital Improvement.
- Develop an optional **Resiliency Element** to address sea level rise and vulnerability challenges.
- Update all required map series, including FEMA Flood Zones, Coastal High-Hazard Areas, and Future Land Use Maps, in compliance with Florida Statutes.
- Prepare recommendations for changes and updates of existing Goals, Objectives and Policies (GOPs) for each element.
- Draft amendments for each element to address deficiencies, incorporate the City's future plan, and establish a framework for the City through 2050.
- Incorporate feedback from stakeholders to refine the Comprehensive and edit Comprehensive Plan amendments as needed following City staff and Commission review.



7. Adoption and Transmittal.

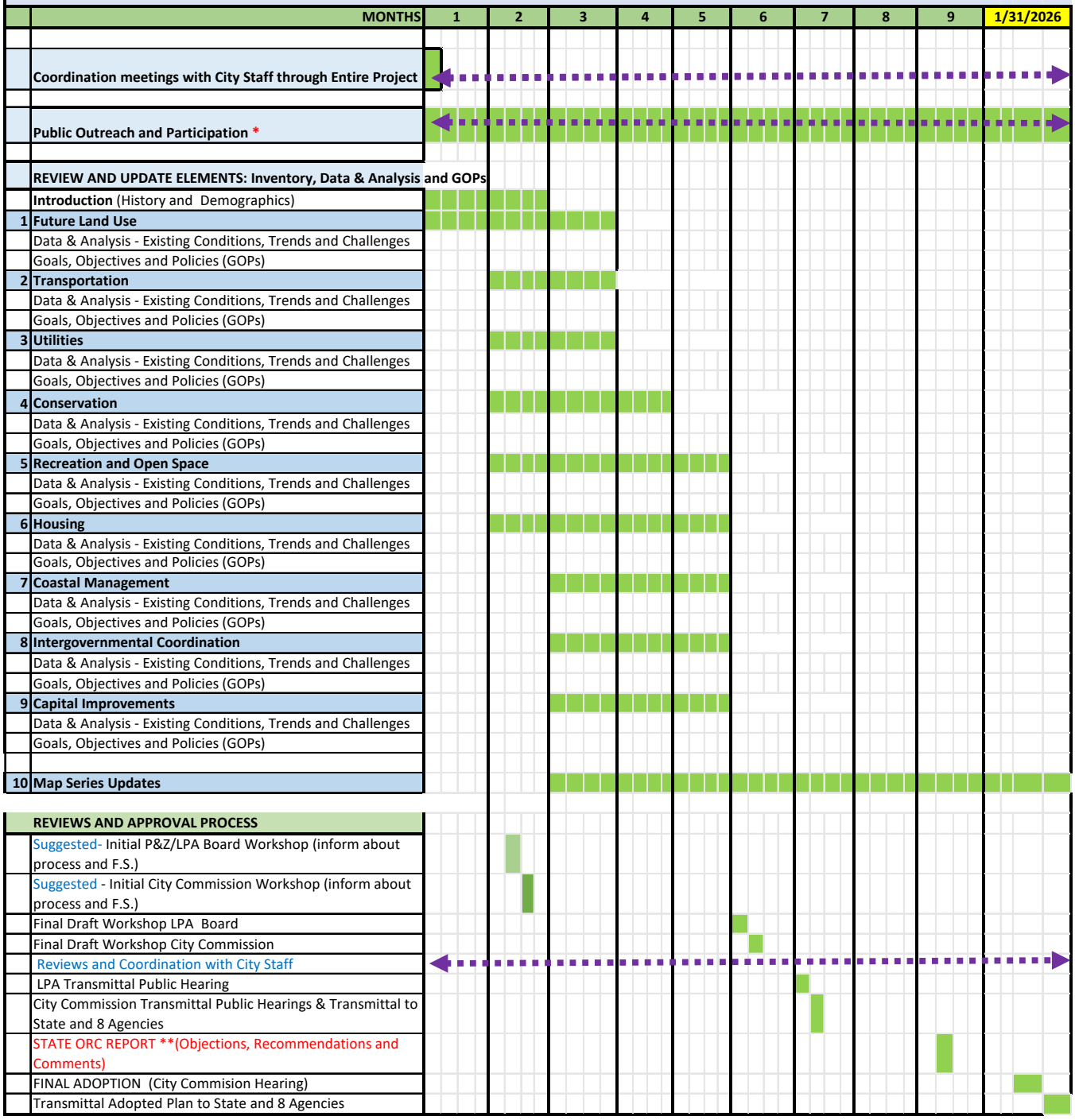
- Present Comprehensive Plan to City Commission at the transmittal hearing.
- Facilitate compliance with Florida Commerce and assist with the transmittal and adoption process, including addressing the Objections, Recommendations, and Comments (ORC) Report.
- Present final Comprehensive Plan to the City Commission at the adoption hearing.
- Assist City staff as needed during the adoption and transmittal period.
- Provide regular draft updates and coordinate with the Local Planning Agency (LPA) and City Commission for reviews, workshops, and public hearings.

Project Timeline

As requested by this subject RFP, we are committed to completing the Comprehensive Plan update by January 2026, please see below timeline:

City of Boynton Beach - Comprehensive Plan Update - CMA Team Timeline

The **CMA Team** will complete the Comprehensive Plan Update by **January 31, 2026** as requested by the City and shown on the timeline



NOTES: The proposed timeline reflects tasks described in the Project Approach, Section. 1 Qualifications of Proposers (3.2).

The CMA Team will adjust the proposed timeline according to the City's requests.

* **Please see Section. 1 Qualifications of Proposers (3.2) for detail description of Public Outreach and Participation.**

** The State ORC Report is submitted to the City within **60 days** after the City's transmits the proposed document to the State.

The CMA Team is honored to propose this scope of work for the City of Boynton Beach and is confident that our expertise and dedication will result in a Comprehensive Plan update that reflects the City's vision and strategic goals while enhancing the quality of life for its residents.

Additional Services

► Urban Form and Massing

The CMA Team has the credentials and expertise to provide urban design services. Our planning and landscape architects can deliver 3D architectural renderings for tasks related to the preparation of community vision plans, special area planning studies, downtown or mixed use area plans including retail or commercial market analysis, corridor studies neighborhood plans, park master plans, urban design standards including public facilities and streetscapes, affordable housing studies, and annexation plans.

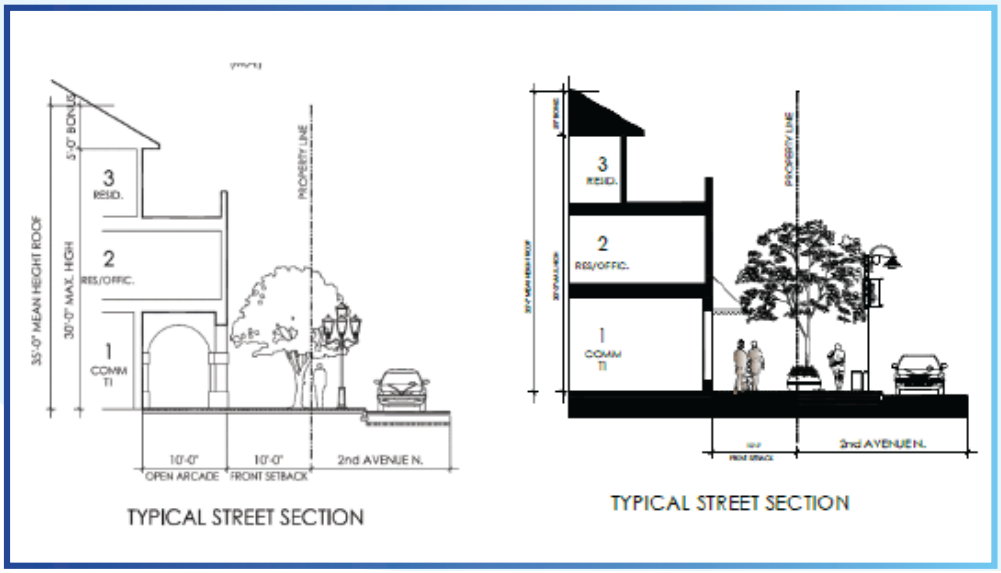
Our Team has the credentials and expertise to provide urban design and site planning services. Our planning and landscape architects can deliver CAD drawings and 3D architectural renderings. We will welcome the opportunity to work with City staff to develop conceptual design plans for specific areas, including neighborhood/ block layouts, site designs, and roadway redesign concepts. We are proficient in developing preliminary architectural designs as part of the conceptual work. **As shown in following examples, we have the experience to produce high-quality presentation graphics and 3-D renderings that clearly communicate the proposed designs.**

The CMA Team of professionals are experienced in 3D Renderings to provide an understanding of Urban Form and Massing. We are proficient in AutoCAD, TwinMotion, and SketchUp softwares that can illustrate zoning and land uses in terms of density, intensity and height. Our Urban Design professionals have the knowledge to prepare rendering showing potential redevelopment scenarios, neighborhoods and blocks lay outs. Please see the following CAD renderings prepared for the City of Lake Worth Beach illustrating low, median and high density scenarios that allowed the municipality to make decisions regarding specific land uses and zoning regulations.



Also, our planners are experts in writing zoning code changes including preparing ordinances, and presenting to P&Z Boards and City Council. We wrote the zoning code for the City of Westlake, the new city in Palm Beach County, and other numerous code amendments for local governments.

To further clarify zoning code language, we are able to include graphics and sketches as shown below.



► Streetscape Design

The CMA Team of planners and landscape architects has the knowledge and experience to support the City of Boynton Beach in the technical tasks of all areas of urban streetscape planning to guide public policy planning, and decision making to support the identity and character of a welcoming and lush city.





► Affordable Housing Planning

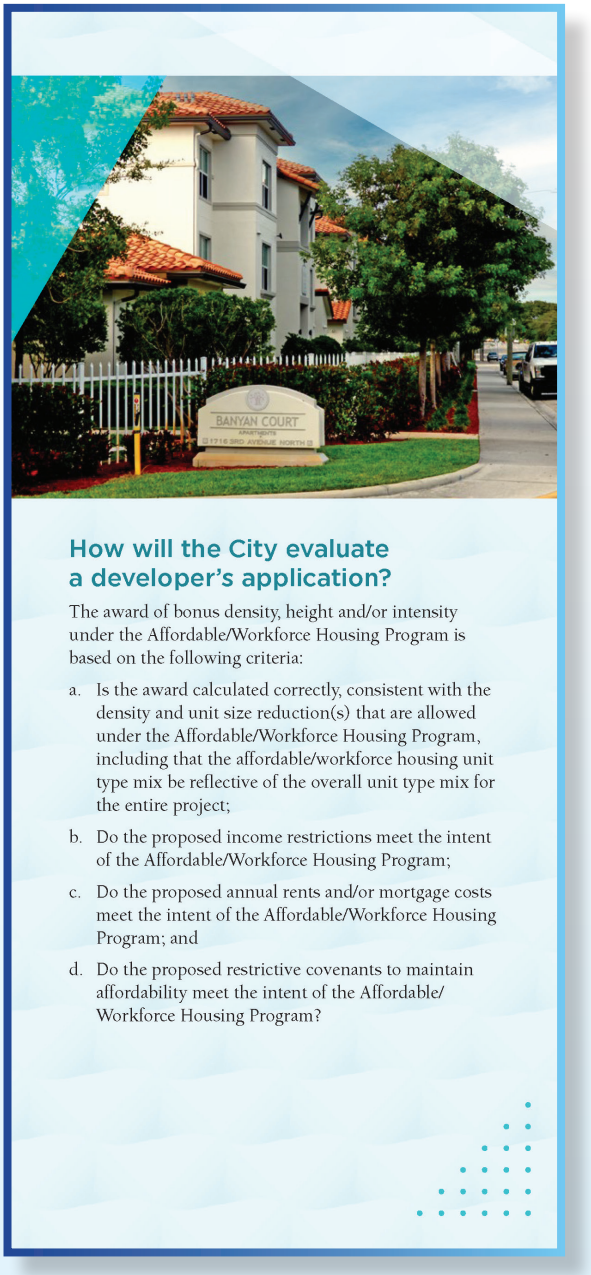
The CMA planners are proficient in recent legislation regarding affordable housing, the Live Local Act. In fact, Ms. Zacarias served as the Chair of the successful Affordable Housing Symposium that focused on the Live Local Act held in April 2024.

Since CMA serves as the Planning Department for the City of Westlake, we prepared the “Housing Assistance Purchase Program” an innovative program to fund eligible applicants under the Housing and Urban Development categories for low, moderate, and middle income households based upon income limitations.

The program provides assistance to eligible households purchasing property within the City of Westlake's to cover a portion of the costs of homeownership such as down payment assistance and/or assistance with closing costs.

CMA also assisted the City of Lake Worth Beach in drafting the Affordable/Workforce Housing Program to establish an affordable/workforce housing program within the City of Lake Worth Beach. The Affordable/ Workforce Housing Program provides incentives to encourage the inclusion of affordable and workforce housing units within both residential and mixed-use projects as well as planned developments of all types to provide for broader and more accessible housing options within the City.





ABOUT THE PROGRAM

The City of Lake Worth Beach is committed to providing sound, high-quality, attractive housing options to all segments of its population as well as to encourage new residents. As housing has become more scarce and more expensive, the City has adopted an official affordable/workforce housing program to address the significant housing shortages in Palm Beach County. The program is an inclusionary means of requiring developers to provide attainable housing in all projects requesting density, intensity and/or height bonuses under its Sustainable Bonus Incentive Program, Transfer Development Rights Program or Affordable Housing Bonus Program.

What are the incentives for developers?

Tier One Incentives: applies to all development projects consistent with these provisions:

(a) Up to a fifteen percent (15%) increase in overall project density;

(b) Up to a fifteen percent (15%) reduction in the gross area requirements based on unit type;

(c) Up to a twenty five percent (25%) reduction in required parking, provided that each residential dwelling unit is provided at least one (1) parking space. This reduction may not be combined with other parking reduction provisions of the Land Development Regulations;

(d) Any additional density and/or other benefits provided under this tier shall require that those units benefiting from the provisions be restricted as affordable/workforce housing meeting the requirements of the program through a restrictive covenant.



(e) Additional financial incentives may be considered on a case by case basis during the review by the applicable decision-making entity, if the project provides more affordable/workforce units than the minimum required.

Tier Two Incentives: applies to all projects utilizing other city incentive and/or bonus program(s):

(a) For all projects utilizing any other city incentive or bonus program(s), fifteen percent (15%) of the total number of dwelling units within the project must be restricted as affordable/workforce dwelling units meeting the requirements of this section through a restrictive covenant.

(b) Any combination of Tier One incentives with other city incentive and/or bonus program(s) related to density, intensity and/or height shall require that all units benefiting from these increases and/or incentives be restricted as affordable/workforce dwelling units meeting the requirements of the program through a restrictive covenant.

What are the Incentives to Provide Additional Affordable Units?

The following financial incentive values are based on unit type and to ensure that more than the required fifteen percent (15%) of the deed restricted units remain affordable for a guaranteed period of twenty-five (25) years through a restrictive covenant. These incentive values also apply for the extension of affordability in increments of twenty-five (25) years.

1. For a studio dwelling unit, a one-time payment of $40,000 or 50% percent of the area median income, whichever is greater;
2. For a one-bedroom dwelling unit, a one-time payment of $60,000 or 75% percent of the area median income, whichever is greater;
3. For a two-bedroom dwelling unit, a one-time payment of $80,000 or 100% percent of the area median income, whichever is greater;
4. For a three-bedroom dwelling unit, a one-time payment of $100,000 or 125% percent of the area median income, whichever is greater;
5. For a four or more-bedroom dwelling unit, a one-time payment of $120,000 or 150% percent of the area median income, whichever is greater.
6. For a fee simple ownership dwelling unit, an additional one-time payment of $25,000 may be provided; and
7. Payments shall be made at time of dwelling units receiving a final certificate of occupancy or certificate of completion.

► Urban Forestry Expertise

CMA understands the value of protecting and supporting Urban Forestry in the City of Boynton Beach. Urban Forestry is the careful care and management of tree populations in urban settings for the purpose of improving the urban environment. **Mr. Brian Voelker, M.S., SWPS, C.A., CLI, CMA's senior scientist and expert on Urban Forestry, can assist the City in applying to specific grants to support this initiative.**

Urban Forestry advocates the role of trees as a critical part of the urban infrastructure. There are also economic benefits associated with urban trees such as increased land, property, and rental value. Well-maintained trees and landscaped business districts have been shown to encourage consumer purchases and attract increased residential, commercial and public investments. Numerous studies have shown the direct relationship between home value, public health, and street trees. **In her article "City Trees and Property Values," Kathleen L. Wolf writes that there is a home price increase between 6-9 percent when there is good tree cover in a neighborhood, and a 10-15 percent increase when there are mature trees in a high income neighborhood.**





Urban forests and community gardens bring many environmental and economic benefits to cities. Among these are energy benefits in the form of reduced air conditioning by shading buildings, homes and roads, absorbing sunlight, reducing ultraviolet light, cooling the air, and reducing wind speed - in short improvement of the microclimates and air quality.

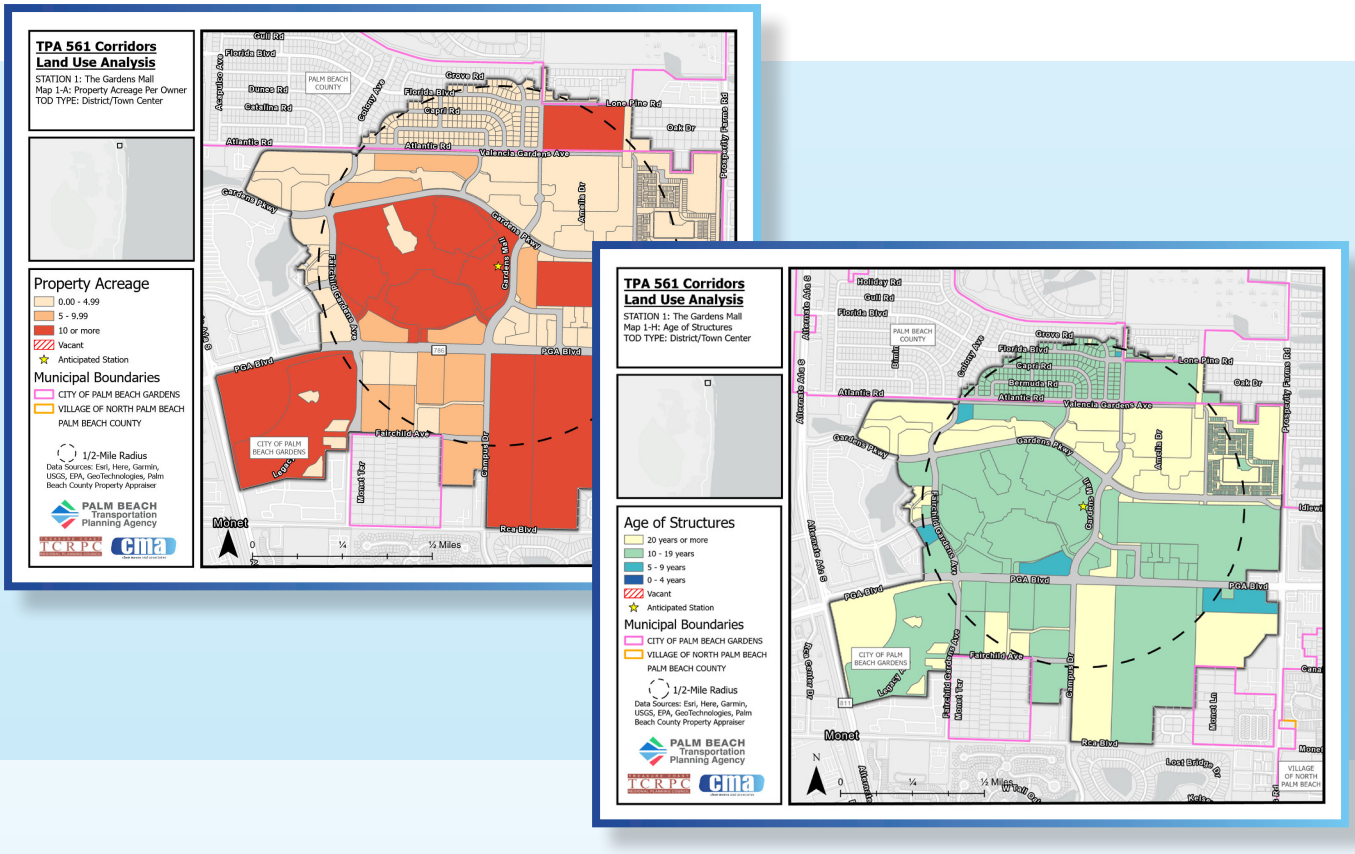
The below 3D CAD renderings were prepared by the CMA team for the City of Belle Glade redevelopment plan.





► GIS Data and Mapping

The CMA Team was contracted by the Treasure Coast Regional Planning Council (TCRPC Dr. Kim DeLaney) to apply ArcGIS Business Analyst modeling and prepare mapping and data table for Palm Beach County 107 TOD Stations. This initiative is part of the 2050 Long Range Transportation Plan of the Palm Beach Transportation Planning Agency (TPA). Our team of planners are proficient in GIS mapping and prepared more than 1,000 maps for 107 TOD stations to be located in Palm Beach County. **The GIS data and mapping processing includes potential redevelopment areas and the analysis includes a number of variables such as property value, age of structures, density, intensity and others.**



Services by the Firm and Subconsultants

CMA has an established professional reputation in Palm Beach County. We are experts in Comprehensive Planning, and we assembled a high-level experienced team with an exceptional knowledge of Florida Statutes and local regulations.

Please refer to Section 2 Qualifications of Project Team and Availability of Specialty Resources (3.3) for detailed information about our team's services.



2. Qualifications of Project Team and Availability of Specialty Resources (3.3)



Narrative

CMA has assembled a strong planning team of leaders in local government policies and community building. We were instrumental in organizing the successful Affordable Housing Symposium focusing on the Live Local Act in April 2024; and recently presented at the Florida APA conference in Tampa. CMA makes the commitment that all key personnel on this project team will be dedicated as necessary to meet the workload needs of the City. Below is a summary of CMA's key personnel that are assigned to this contract. For more detailed qualifications on our project team below, including education, licenses and any other pertinent information, please refer to their resumes within this section.



Nilsa Zacarias, AICP
Principal-in-Charge

Nilsa is CMA's Planning Director and Principal-in-Charge for this contract. She is a nationally and internationally recognized professional and Fulbright Scholar with over 25 years of experience working on challenging and complex planning initiatives. She is proficient in Florida Statutes and has prepared numerous Comprehensive Plan amendments, Land Development, Urban Design, Site Planning and Affordable Housing Planning Services. Because of her expertise, Nilsa was a speaker at the Florida APA conference in Tampa this past September 2024.



Osniel Leon, AICP
Project Manager

Osniel's work is marked by a strategic approach. He excels in developing comprehensive plans that are meticulously tailored to communities' unique needs and aspirations, integrating land use, transportation, economic development, and environmental sustainability. His facilitation of stakeholder workshops, public forums, and focus groups is strategic, aiming not just to gather input, but also to build consensus and foster collaboration among diverse stakeholders. His in-depth analyses of demographic trends, market dynamics, and regulatory requirements are strategic tools, informing decision-making and strategy development. He has years of experience in Comprehensive Plan, Land Development, Urban Design, Site Planning and Affordable Housing Studies.



Shahin Hekmat, P.E., FACEC, F.FES
QA/QC

Shahin is the Director of Quality Assurance, and he has over 33 years of experience in engineering design and project management related to public and private projects. His design experience includes stormwater management and drainage design, roadway and land development projects, specifically the design of water distribution systems, sanitary sewer collection and disposal systems, paving, grading, drainage systems, flood routing analysis, permitting construction oversight, and project closeout.



Lance Lilly
Senior Planner

Lance's expertise in long-range planning, policy analysis, and Florida Statutes is demonstrated in preparing Comprehensive Plans for local governments, including the Village of North Palm Beach, the Village of Tequesta, the Town of Palm Beach, Dania Beach, and others. He also has the credentials to conduct extensive public outreach initiatives, including workshops, charters, kiosks, surveys, and interviews. Lance's planning experience encompasses zoning codes, site plan reviews, and Comprehensive Plans.



Matthew Veneziano
GIS Planner

Matthew's GIS mapping and data processing knowledge is essential to preparing a comprehensive plan. His superior analytical skills with ArcGIS Pro, AutoCAD, and the 2020 US Census will facilitate trends analysis and provide realistic policies. He has prepared outstanding maps for the Village of North Palm Beach, the City of Lake Worth Beach, and the City of Dania Beach among others. Matthew currently serves as an extension of the Town of Palm Beach staff for site plan reviews.



Santiago Cleves
Associate Planner

Santiago is passionate about designing and building communities. He graduated with a bachelor's degree from Florida Atlantic University. Santiago is dedicated to creating sustainable and livable communities that reflect a unique perspective and consider the history and context of each location. His expertise includes site analysis, master planning, and graphic design, which are integral to his design and project implementation process.



Sara Benbasat
Urban Design Planner

Sara's proficiency in urban design, comprehensive plans, and land development regulations set the planning team apart from other consulting companies. She can review and update elements of the comprehensive plan and zoning codes by applying urban form and massing. This approach provides an overview of the land use designations applied to density and intensity. She is experienced in 3D renderings, including TwinMotion, SketchUp, and AutoCAD. She served as an extension of municipal staff at the Village of North Palm Beach, the City of Lake Worth Beach, and the Town of Manalapan.



Eric Harrison, PLA
Principal Landscape Architect

Eric is a Principal Landscape Architect for CMA's landscape architecture team. He is proficient in Florida's plant palette, local environmental conditions, and site-specific microclimates used to prepare aesthetic and functioning landscape designs. He is well versed in the use of low-impact development techniques specifically applied to site planning, and has extensive experience with parks and recreation facilities throughout Florida for public and private sector clients, providing design, permitting, and construction observation services for many types of improvements, including urban landscapes; public spaces; corporate campuses; industrial and educational facilities; athletic fields; pedestrian, bicycle, and equestrian trails; site amenities; playgrounds; boating and aquatic facilities; themed wayfinding; amphitheaters; landscape; hardscape; and irrigation. Additionally, he has acted as an extension of municipal staff in several South Florida Municipalities, reviewing permit plans, performing inspections, and rewriting local ordinances.



Suzanne Dombrowski, P.E., ENV SP
Utilities Civil Engineer

Suzanne is a Principal Engineer and West Palm Beach Office Leader with CMA. She holds a bachelor's degree in civil engineering and a master's degree in engineering with a specialization in civil engineering from the University of Florida. Suzanne has managed a wide range of municipal utility, drainage, and roadway projects from the planning stages throughout construction. She also designs the site civil improvements for both public and municipal facilities. Throughout her career in Palm Beach County, Suzanne has developed relationships with the local regulatory agencies, municipalities, special districts and contractors that facilitate the design, permitting and construction of her projects. She has also managed a variety of subconsultants for multi-disciplinary projects under continuing services contracts.



Brian Voelker, MS, SPWS, CA, CLI
Senior Environmental Scientist

Brian is a Senior Environmental Scientist specializing in natural resource assessments, permitting, and certified arborist services. He provides numerous ecological services to clients, including the following: wetland delineation, function evaluation, mitigation design, monitoring, and permitting; upland habitat assessments; coastal habitat assessments and permitting; marine and estuarine habitat assessments and permitting; protected wildlife assessments and permitting; GPS data collection/mapping and GIS database development; NEPA document preparation and oversight; sediment and erosion control monitoring. As an ISA Certified Arborist, Brian provides numerous consulting arborist services to both public and private sector clients, including the following: GPS tree inventories and GIS tree database development; destroyed/damaged tree assessments; tree value estimates; tree grading; tree/utility conflict identification; hazard tree evaluations (risk assessment); analysis of tree canopy cover and ecological/monetary benefits; urban forest management plans; planting and maintenance bid packages, mangrove trimming oversight; tree removal permitting.



Camille Schillizzi
Project Environmental Scientist

Camille is a aTree Risk Assessment Qualified ISA Certified Arborist with five years of experience in planning and executing tree inventories, vegetation management plans, risk assessments and protected species surveys. She has experience with environmental science, urban forestry and vegetation management, tree protection plans and protected species surveys. Camille is dedicated to protecting the environment through local codes, industry standards and consistent management.



Ben Lehr, P.E., LEED AP
Transportation Engineer

Ben serves as the Director of Transportation/Principal Engineer for CMA and is responsible for the pursuit and delivery of transportation and aviation related design-build projects across the United States. He is responsible for managing risks and promoting the use of best practices in pursuit and delivery of transportation projects nationwide. He has 24 years of experience in project management and structural design for numerous transportation related projects in Florida, Georgia, Mississippi, South Carolina, North Carolina, Texas, Virginia, West Virginia and Ohio. Ben has been involved in a wide range of projects from a size and complexity standpoint. His experience includes work on multi-lane resurfacing projects, complete street improvements, all the way up to large scale design build projects for new roadway/bridge corridors on new alignments. This diversity in experience affords Ben a keen eye towards constructability and overall completeness of our project deliverables.



Brent Whitfield, P.E., ENV SP, F.ASCE

Coastal Management and Resiliency Engineer

Brent is the Director of Water Resources for CMA, with 20 years of professional experience. Brent has worked for a variety of public sector clients at the City, County and State level. His experience includes tasks as varied as hydrologic and hydraulic modeling related to environmental and flood protection studies and detailed engineering design and construction oversight for roadway, water, sewer, and stormwater infrastructure. Brent has provided infrastructure solutions in various settings from residential neighborhoods to commercial airports. As a life-long resident of Florida, Brent has maintained a commitment to serving the community both professionally and personally serving as an appointed board member for a municipal advisory board with maintaining involvement in the American Society of Civil Engineers (ASCE), the Florida Engineering Society (FES) and Leadership Florida.

Subconsultant Key Staff



Thuha Nguyen, P.E., PTOE, PTP

Transportation Engineer

Thuha, with over 20 years of experience, has participated in a variety of transportation engineering and planning projects that span transportation planning, traffic operations, safety analysis, travel demand modeling, multi-modal planning, and research.

via planning, inc.
collaborate. plan. execute.

via planning, inc.

Transportation Subconsultant

Certified WMBE, DBE and SBE Firm

via planning, inc. is a certified small minority women-owned business enterprise located in south east Florida. They specialize in traffic engineering and transportation planning, and provide a wide range of services including traffic impact analysis, design traffic/ project traffic, traffic operations analysis, growth management, lane elimination, traffic calming, complete streets, traffic signal timing, traffic design and conceptual design, as well as public relations and community outreach. They are committed to providing a quality product through a results-driven, collaborative approach. Their dedicated staff are registered Professional Engineers in Florida with over 25 years of combined experience, and consist of consensus-building, passionate project managers with strong commitment to client-service. via planning will provide transportation and traffic analysis services for this contract.

Organizational Chart



PRINCIPAL-IN-CHARGE

Nilsa Zacarias, AICP

QA/QC

Shahin Hekmat, P.E., F.FES, FACEC





PROJECT MANAGER

Osniel Leon, AICP

Planning

Osniel Leon, AICP
Lance Lilly
Nilsa Zacarias, AICP

GIS Planning

Matthew Veneziano
Santiago Cleves

Urban Design

Sara Benbasat
Matthew Veneziano

Landscape Architecture

Eric Harrison, PLA

Utilities/Civil Engineering

Suzanne Dombrowski, P.E., ENV SP

Environmental Services

Brian Voelker, MS, SPWS, C.A., CLI
Camille Schillizzi, CA

Transportation Engineering

Benjamin Lehr, P.E.DBIA, LEED AP
Thuha Nguyen Lyew, P.E. **(via)**

Coastal Management and Resiliency

Brent Whitfield, P.E., ENV SP, F.ASCE

Subconsultant Index

via + via planning

+ Certified Minority Firm

NILSA ZACARIAS, AICP
Director of Planning



chen moore and associates

Nilsa is Director of Planning and a Principal Planner for CMA's planning team. She is a nationally and internationally recognized professional and Fulbright Scholar with over 26 years of experience working on challenging and complex planning initiatives including Comprehensive Planning, Evaluation and Appraisal Reviews (EAR), Public Engagement, Land Development Regulations, Annexations, Master Plans, Neighborhood Plans, Design Guidelines, Development Review & Processing, and others. She has an in-depth knowledge of Florida Statutes requirements.

Project Experience:

Comprehensive Plan based on the Evaluation and Appraisal Review (EAR). Town of Palm Beach. CMA updated the Town of Palm Beach Comprehensive Plan based on the Evaluation and Appraisal Review (EAR). The proposed scope includes a detail review of all the elements including Policy (Goals, Objectives and Policies) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.) and updates to reflect changes in the Town's trends, vision and demographics.

Town of Mangonia Park Visioning, Comprehensive Plan, & Land Development Regulations. Town of Mangonia Park. CMA was contracted by the Town of Mangonia Park to update their comprehensive plan. Florida Statutes require that each local government within the state must prepare, adopt, and submit an Evaluation and Appraisal Review of its comprehensive plan at least every seven years. This EAR based amendment should address changes in the state requirements and changes to local conditions since the last update of the comprehensive plan. In 2020, the Mangonia Park comprehensive plan prepared by the CMA planning team was adopted. The CMA planning team prepared the EAR based (Evaluation and Appraisal Review) Comprehensive Plan Amendment for the Town of Mangonia Park. The Comprehensive Plan consists of the following elements:

- Introduction and Administration, Future Land Use, Transportation, Housing, Utilities, Conservation
- Recreation and Open Space, Intergovernmental Coordination, Capital Improvement Element

EAR based Comprehensive Plan Update. City of Dania Beach. CMA was contracted by the City of Dania Beach to update the Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) according to Chapter 163 Florida Statutes (F.S.). The proposed scope includes a detail review of the elements including Policy (Goals, Objectives and Policies) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.); and, updates to reflect changes in the City's trends, vision and demographics.

Urban Design, LDRs, EAR-based Comprehensive Plan Text Amendments, and Neighborhood Plans. City of Lake Worth Beach. Since 2015 CMA is providing ongoing planning services to the City including 3D Renderings for specific sites illustrating the vision of the City and the compliance with Zoning Code as part of a City's marketing effort to attract quality development. Over the years, CMA has prepared Land Development Regulations (LDRs) and EAR-based Comprehensive Plan text amendments in compliance with Florida Statutes. Also, the CMA team developed 18 Neighborhood Plans for the City including utilities, transportation, signage, public safety, planning efforts and neighborhood public engagement.

Hire Date
7/27/2009

Years of Experience: 26

Years with other firms: 11

Education

Master of Science, Community and Regional Planning/Minor in Housing, Iowa State University

Fulbright Scholar, Bachelor of Architecture, Catholic University Asuncion, Paraguay

Certifications

Certified Planner by the American Institute of Certified Planners (AICP)

Professional Affiliations

American Planning Association Florida Chapter (FAPA)

Fulbright Alumni Association

Historical Preservation Board, Town of Jupiter

Palm Beach County Planning Congress

Planning & Zoning Commission, Town of Jupiter

Presentations at Conferences

Affordable Housing Symposium: Solutions and Strategies. Palm Beach County Planning Congress, West Palm Beach, FL, April 2024

Inclusive and Equitable Public Open Spaces. American Planning Association Florida Chapter Conference (FAPA), Jacksonville, FL, September 2023

Protecting Community Character: Lessons Learned. American Planning Association Florida Chapter Conference (FAPA) Tampa, FL, September 2024

Nilsa Zacarias, AICP
(Continued)

Visioning, Comprehensive Plan, LDRs, and Development Processing. City of Westlake. Palm Beach County's new 39th City was incorporated on June 20, 2016. The 38,000 acres of mostly vacant, previously agricultural land in western Palm Beach County will be the site of 4,500 homes and 2.2 million square feet of commercial space. Since its incorporation in 2016, CMA professionals serve as the planning department of the City responsible for preparing the first comprehensive plan adopted in 2018, and writing the Land Development Regulations to be consistent with the City's Comprehensive Plan Vision. CMA is also in charge of site plan reviews and processing development applications including staff reports, presentations to the Boards and City Council.

Public Participation Program, Parks Master Plan "Our Parks Our Values". Village of Tequesta. CMA was responsible for land planning, community participation, branding, site analysis, site design and landscaping in compliance with local code and comprehensive plan, landscaping, parking lay outs, and permitting for the preparation of Village of Tequesta Parks Master Plan.

The CMA team utilized a proactive public participation program (4Ps) to obtain community input and ensure maximum outreach. "Our Parks Our Values" main goal was to prepare a robust document based on the community vision to serve as a long-term strategic road map to guide improvements to the Village's parks. The Master Plan included the following chapters: Chapter 1 – evaluates demographics and socio-economic indicators of the Village population. This chapter includes existing and projected data on population, household type, population age and race, education attainment and housing tenure; Chapter 2 – provides detailed description of the Proactive Public Participation Program (4Ps) that included surveys (with QR Codes), interviews with stakeholders, public workshops with council and boards, informational kiosks at Village events, and "open houses" held to explore design ideas; Chapter 3 – based on the residents' vision and ideas obtained from the survey ,three (3) conceptual design options were prepared for each Remembrance Park and Tequesta Park; then, multiple "opens houses" were held to elicit the residents' preferences regarding amenities and the design itself; the designs included landscaping (native plants); informational plaques, trails, and amenities; Chapter 4 –summarizes recommendations for additional parks, and emphasize that the Master Plan will facilitate applications for grants, and provides information to for the capital improvement program.

The Master Plan was approved by the Village Council in August 2022, and it is currently being implemented. Nilsa was the lead and project manager including the proactive public participation; conceptual designs and final document that was approved by the Village Council. This Master Plan was selected by the Florida Chapter of the American Planning Association to be presented at the State Conference held in Jacksonville in September 2023.

GIS Mapping, 2050 Long Range Transportation Planning (LRTP), Treasure Coast Regional Planning Council. This project involved policy analysis and considerations for 107 TOD stations located in Palm Beach County including land uses, demographics and market studies. The CMA planning team prepared GIS maps and data tables based on ARC GIS Business Analyst to be used in the transit and roadway modeling of the 2050 Long Range Transportation Planning (LRTP) prepared by the Palm Beach Transportation Planning Agency's (TPA), and Treasure Coast Regional Planning Council. The purpose of this work order was to analyze the development capacity surrounding the potential transit stations along the 561 corridors countywide in Palm Beach County.

The analysis identified the existing and potential residential units and non-residential square footage of each station, factoring in desired station typology and land use regulations and entitlements. CMA was contracted by the Treasure Coast Regional Planning Council to conduct this study. The existing conditions analysis and mapping for the 107 TOD station included 1,926 GIS maps (Age of Structures, Assessed Value of Improvements, Taxable Value, Density, FAR, NAICS, MAZ, property acreage and others). Once the key sites for redevelopment were identified, CMA prepared 107 GIS maps showcasing the potential capacity of the subject sites.

Design Guidelines, Public Participation and Zoning Code Amendment. Village of Tequesta. The Beach Road corridor was facing challenges because of aging condominium buildings, and active redevelopment initiatives. Prepared Design Guidelines CMA and Zoning Code Text Amendments based on the Community input to protect the small village charm, natural resources, and provide clear direction to developers. The Design Guidelines included building aesthetics, site planning, landscaping, public streetscape, and a detail checklist. The Design Guidelines is a rich graphic driven document with 3D renderings showcasing the vision for the Beach Road corridors, and photographic display of examples of massing, articulations and architectural elevations.

OSNIEL LEON, AICP
Principal Planner



chen moore and associates

Osniel Leon is a Principal Planner for CMA's planning team, with more than 15 years of combined experience in the areas of land use, zoning, platting, and development regulations. Osniel's work is marked by a strategic approach. He excels in developing comprehensive plans and LDRs that are meticulously tailored to communities' unique needs and aspirations, integrating land use, transportation, economic development, and environmental Sustainability. His facilitation of stakeholder workshops, public forums, and focus groups is strategic, aiming not just to gather input, but also to build consensus and foster collaboration among diverse stakeholders. His in-depth analyses of demographic trends, market dynamics, and regulatory requirements are strategic tools, informing decision-making and strategy development.

Hire Date
10/21/2021

Years of Experience: 15

Years with other firms: 8

Education
Bachelor of Science, Urban and Regional Planning, Florida Atlantic University

Certifications
Certified Planner by the American Institute of Certified Planners (AICP)

Professional Affiliations
American Planning Association
Congress for the New Urbanism
2025 Vice President of the Palm Beach Planning Congress

Project Experience:

EAR based Comprehensive Plan Update. City of Dania Beach. CMA was contracted by the City of Dania Beach to update the Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) according to Chapter 163 Florida Statutes (F.S.). The proposed scope includes a detail review of the elements including Policy (Goals, Objectives and Policies) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.); and, updates to reflect changes in the City's trends, vision and demographics.

General Planning Services. City of Westlake. Beach County's 39th City was incorporated on June 20, 2016. The 38,000 acres of mostly vacant, previously agricultural land in western Palm Beach County will be the site of 4,500 homes and 2.2 million square feet of commercial space. This new city will provide muchneeded urban services to the surrounding suburban residential areas. The CMA planning team prepared the first comprehensive plan for the City of Westlake. The plan was adopted in 2018, and it is in compliance with Florida Statutes. The team wrote the new Zoning Code to be consistent with the City's Comprehensive Plan Vision. CMA was contracted by the City to provide general planning and zoning services. The consulting contract includes long range and current planning projects as follows: site plan reviews, meeting with developers, staff reports, Zoning code amendments, presentations to Boards and City Council, master signage reviews and sign code amendments.

General Planning Services. Town of Mangonia Park. Mr. Osniel provides Planning services to the Town including site plan reviews, DRCs, meetings with developers, staff reports, presentations to Boards and City Council.

Land Use Planning, Site planning. Village of Palm Springs. CMA provides site plan reviews, staff reports, meeting with applicants, compliance with LDRs.

Design Guidelines, Public Participation and Zoning Code Amendment. Village of Tequesta. The Beach Road corridor was facing challenges because of aging condominium buildings, and active redevelopment initiatives. Prepared Design Guidelines CMA and Zoning Code Text Amendments based on the Community input to protect the small village charm, natural resources, and provide clear direction to developers. The Design Guidelines included building aesthetics, site planning, landscaping, public streetscape, and a detail checklist. The Design Guidelines is a rich graphic driven document with 3D renderings showcasing the vision for the Beach Road corridors, and photographic display of examples of massing, articulations and architectural elevations.

Osniel Leon, AICP
(Continued)

Urban Design, LDRs, EAR-based Comprehensive Plan Text Amendments, and Neighborhood Plans. City of Lake Worth Beach. Since 2015 CMA is providing ongoing planning services to the City including 3D Renderings for specific sites illustrating the vision of the City and the compliance with Zoning Code as part of a City's marketing effort to attract quality development. Over the years, CMA has prepared Land Development Regulations (LDRs) and EAR-based Comprehensive Plan text amendments in compliance with Florida Statutes. Also, the CMA team developed 18 Neighborhood Plans for the City including utilities, transportation, signage, public safety, planning efforts and neighborhood public engagement.

Resilience Support for LUPA Application for Regional Activities Center (RAC). City of Dania Beach. The City of Dania Beach submitted a Land Use Plan Amendment (LUPA) to Broward County on July 12, 2022, for 4,000 additional units of the Dania Beach Regional Activities Center (RAC) zoning area. The City received comments from Broward County regarding concerns around resilience related to the approval of the LUPA. Portions of the proposed Regional Activities Zone (RAC) do fall within Broward County's Priority Planning Areas for Sea Level Rise. The Broward County letter (dated November 3, 2022) from Dr. Jennifer Jurado, Chief Resilience Officer and Deputy Director of the Resilient Environment Department, requested that "the Applicant agrees to a legally enforceable mechanism providing a binding commitment to the above stated request to ensure the design, integration, and construction of surface water management infrastructure needed to serve major and minor development and redevelopment within the RAC, addressing future conditions standards and compound flood conditions predicted in the 2070 planning horizon as a contingency of the LUPA".

Mangonia Park Vision, Comprehensive Plan & Land Development Regulations. CMA was contracted by the Town of Mangonia Park to update their comprehensive plan. The CMA planning team prepared the EAR based (Evaluation and Appraisal Review) Comprehensive Plan Amendment for the Town of Mangonia Park. Florida Statutes require that each local government within the state must prepare, adopt, and submit an Evaluation and Appraisal Review of its comprehensive plan at least every seven years. This EAR based amendment should address changes in the state requirements and changes to local conditions since the last update of the comprehensive plan. In 2020, the Mangonia Park comprehensive plan prepared by the CMA planning team was adopted. The Comprehensive Plan consists of the following elements:

- Introduction and Administration
- Future Land Use
- Transportation
- Housing
- Utilities
- Conservation
- Recreation and Open Space
- Intergovernmental Coordination
- Capital Improvement Element

Urban Design, Community Outreach, CRA Master Plan Update, City of Belle Glade. CMA was contracted to prepare the Finding of Necessity and CRA Plan Update for the City of Belle Glade, including a boundary extension, existing conditions analysis, compliance with Florida Statutes, list of priority projects, 3D Renderings of main street, community gardens and other public spaces, community engagement and presentations to the CRA Board and City Commission.

Final Review and Processing - EAR Based Comp Plan Amendment. City of Key Colony Beach. CMA is conducting a final review and processing of the City of Key Colony Beach's Comprehensive Plan Amendment based on the Evaluation and Appraisal Review. The proposed Comprehensive Plan was prepared by LaRue Planning (another consultant). The document includes strikethroughs and underlines of the Goals, Objectives, and Policies (GOPs), along with two maps: Future Land Use and Transportation. However, it does not contain the Data and Analysis section. CMA will specifically review the provided GOPs.

SHAHIN HEKMAT, P.E., F.FES, FACEC
Director of Quality Assurance



chen moore and associates

Shahin is Director of Quality Assurance for CMA. He has over three decades of experience in engineering design and project management related to public and private projects. He has served as the City Engineer for the City of Weston; Consulting Engineer for the Cities of Sunny Isles Beach, Dania-Beach, Lauderhill and North Lauderdale; and District Engineer for South Broward Drainage District and North Lauderdale Water Control District. His primary areas of expertise are in stormwater management and drainage design, with concentration on watershed analysis and preparation of storm water facility reports and master plans. His design experience also includes roadway and land development projects; specifically design of water distribution systems, sanitary sewer collection and disposal systems, paving, grading, drainage systems and flood routing analysis, permitting, construction oversight, and project close-out. Shahin has been involved in preparation of Environmental Resource Permits and the approval process through SFWMD, FDEP, COE, and County for major land development projects in the South Florida area as well public facilities such as water, wastewater and reclamation plants, public works compounds, parks, and roads.

Project Experience:

Flood Protection Level of Services (FPLOS) analysis for the C2, C3W, C4, C5, and C6 watersheds in central Miami-Dade County. South Florida Water Management. On behalf of the District, CMA prepared a FPLOS analysis for the C2, C3W, C4, C5, and C6 watersheds in central Miami-Dade County. This effort involved developing a calibrated and validated hydrologic and hydraulic (H&H) model of the subject watersheds, while considering the interconnectivity of the canal network. Overall, the FPLOS analysis included five (5) separate tasks. Task 1 consisted of selecting a model and collecting data. Task 2 consisted of developing an integrated, groundwater-surfacewater modeling tool. Task 3 consisted of calibrating and validating the model for the roughly 200 square mile model domain. Task 4 consisted of simulating the design storm events for existing conditions and determining the FPLOS. Task 5 consisted of simulating future sea level rise conditions and determining the FPLOS. The primary tool used for analysis was the MIKE-SHE software which provides an integrated surfacewater-groundwater model of the region. This information was used by local governments, the SFWMD, and other state and federal agencies to identify areas where improvements to the design, construction and operation or upgrade of water management facilities were required. Due to the insightfulness of the results and the overall success of the FPLOS program CMA has presented the findings of this project at the following conferences:

- Greater Everglades Ecosystem Restoration Conference 2023
- Florida Stormwater Association Annual Conference 2023
- ASCE Florida Section Annual Conference 2023
- AWRA National Conference 2023 (Raleigh, NC)

SFWMD Okeechobee Field Station - Peer Review. South Florida Water Management District. The project consists of the peer review of the civil engineering design for offsite related components of a new Field Station facility, located at 5445 Highway 441 N, Okeechobee, Florida. The project area is approximately 31.33 acres which includes approximately 4.9 acres of wetland areas. The offsite components, which include microwave tower, roadway turn lanes, water main extension, sanitary sewer pump station, and sanitary sewer force main, have been designed to a 100% level. CMA provided peer review of offsite roadway and utility design.

Hire Date
02/01/2021

Years of Experience: 34

Years with other firms: 31

Education
Bachelor of Science, Civil Engineering, University of Miami, 1989

Registration
Professional Engineer, Florida, 49941, 1996

Professional Affiliations
ACEC Member Services Committee
ACEC NSPE/PEPP Governor
ACEC Planning and Bylaws Committee
ACEC Risk Management Committee
ACEC Water Resources Committee
Florida Engineering Society

Certifications
AICPR Hands-on Training
FDEP NPDES Design
Stormwater Management Design
Environmental Permitting Summer School
EPA/FDEP NPDES Inspector
FES/FICE Florida Engineering Leadership Institute
FDOT Advance Work Zone Traffic Control Certification
Qualified Stormwater Management Inspector
FDOT Temporary Traffic Control Advanced Course

LANCE LILLY
Senior Planner



chen moore and associates

Lance is a Senior Planner for CMA's planning team. Lance's expertise in long-range planning, policy analysis, and Florida Statutes is demonstrated in preparing Comprehensive Plans for local governments, including the Village of North Palm Beach, the Village of Tequesta, the Town of Palm Beach, Dania Beach, and others. He also has the credentials to conduct extensive public outreach initiatives, including workshops, charters, kiosks, surveys, and interviews. Lance's planning experience encompasses zoning codes, site plan reviews, and Comprehensive Plans.

Hire Date
9/28/2016

Years of Experience: 8

Years with other firms: 0

Education
Master of Science, Master of Urban and Regional Planning, Florida Atlantic University

Professional Affiliations
Palm Beach Planning Congress

Project Experience:

General Planning Services, Land Development Regulations, Comprehensive Plan Amendments. Village of Tequesta. Since 2010, CMA has provided planning services including EAR-based Comprehensive Plan Amendments, LDR amendments (writing code language to create overlays, Parking regulations, updating definitions, and others); Site Plan Reviews (DRC Meetings, Staff Reports, meetings with developers); presentations at workshops, hearings at P&Z Board and Village Council meetings; Annexations studies and analysis with public outreach; community outreach and vision for a Parks Master Plan and Design Guidelines.

Village of Tequesta Visioning & Comprehensive Plan Update. Village of Tequesta. In April 2018, the Village of Tequesta Council adopted the fully updated EAR-based Comprehensive Plan. The CMA planning team revised and updated each element in compliance with Florida Statutes and provide a sustainable community. The State of Florida (Department of Economic Opportunity) found the subject plan in compliance with Florida Statutes. The Comprehensive Plan addressed Senate Bill 1040 Peril of Flood that applies to Coastal Communities. The CMA planning team prepared the EAR-based (Evaluation and Appraisal Report) Comprehensive Plan Amendment for the Village of Tequesta. The Comprehensive Plan consists of the following elements:

- Future Land Use
- Transportation
- Housing
- Utilities
- Conservation
- Recreation and Open Space
- Intergovernmental Coordination
- Capital Management
- Capital Improvement

General Planning Services, Urban Design, LDRs, EAR-based Comprehensive Plan Text Amendments, Neighborhood Plans, Zoning Code amendments. City of Lake Worth Beach. Since 2015 CMA is providing ongoing planning services to the City including 3D Renderings for specific sites illustrating the vision of the City and the compliance with Zoning Code as part of a City's marketing effort to attract quality development. Over the years, CMA has prepared Land Development Regulations (LDRs) and EAR-based Comprehensive Plan text amendments in compliance with Florida Statutes. Also, the CMA team developed 18 Neighborhood Plans for the City including

Lance Lilly
(Continued)

utilities, transportation, signage, public safety, planning efforts and neighborhood public engagement.

Comprehensive Plan based on the Evaluation and Appraisal Review (EAR), Town of Palm Beach. CMA will update the Town of Palm Beach Comprehensive Plan based on the Evaluation and Appraisal Review (EAR). The proposed scope includes a detail review of all the elements including Policy (Goals, Objectives, and Policies) and Data and Analysis ensuring compliance with current Florida Statutes F.S and updates to reflect changes in the Town's trends, vision and demographics.

Comprehensive Plan Update, Village of North Palm Beach. CMA is assisting the Village of North Palm Beach in updating its Comprehensive Plan per Chapter 163.3191, Florida Statutes F.S. The proposed scope includes updating two (2) groups (People and Places and Efficient and Well Maintained Infrastructure) of the Comprehensive Plan, which contains six (6) elements (Future Land Use, Annexation, Housing, Transportation, Capital Improvement, and Infrastructure). The update will amend the document's existing Comprehensive Plan's policy section (Goals, Objectives, and Policies) and Data and Analysis to ensure compliance with current Florida Statutes F.S and to reflect changes in the Village's 20-year planning horizon, trends, and demographics.

Design Guidelines, Public Participation and Zoning Code Amendment, Village of Tequesta. The Beach Road corridor was facing challenges because of aging condominium buildings, and active redevelopment initiatives. Prepared Design Guidelines CMA and Zoning Code Text Amendments based on the Community input to protect the small village charm, natural resources, and provide clear direction to developers. The Design Guidelines included building aesthetics, site planning, landscaping, public streetscape, and a detail checklist. The Design Guidelines is a rich graphic driven document with 3D renderings showcasing the vision for the Beach Road corridors, and photographic display of examples of massing, articulations and architectural elevations.

Public Participation Program, Parks Master Plan "Our Parks Our Values". Village of Tequesta. CMA was responsible for land planning, community participation, branding, site analysis, site design and landscaping in compliance with local code and comprehensive plan, landscaping, parking lay outs, and permitting for the preparation of Village of Tequesta Parks Master Plan. The CMA team utilized a proactive public participation program (4Ps) to obtain community input and ensure maximum outreach. "Our Parks Our Values" main goal was to prepare a robust document based on the community vision to serve as a long-term strategic road map to guide improvements to the Village's parks.

The Master Plan was approved by the Village Council in August 2022, and it is currently being implemented. Nilsa was the lead and project manager including the proactive public participation; conceptual designs and final document that was approved by the Village Council. This Master Plan was selected by the Florida Chapter of the American Planning Association to be presented at the State Conference held in Jacksonville in September 2023.

Land Use Planning, Site Planning, City of Fort Pierce. In 2021 and 2022, Mr. Lilly provided site plan reviews, staff reports, meeting with Applicants, compliance with LDRs for the City.

General Planning Services, City of Westlake. Palm Beach County's 39th City was incorporated on June 20, 2016. The 38,000 acres of mostly vacant, previously agricultural land in western Palm Beach County will be the site of 4,500 homes and 2.2 million square feet of commercial space. This new city will provide much needed urban services to the surrounding suburban residential areas. Mr. Lilly's work includes assistance with current planning projects as such as site plan reviews and zoning inquiries.

Urban Design, Community Outreach, CRA Master Plan Update, City of Belle Glade. CMA was contracted to prepare the Finding of Necessity and CRA Plan Update for the City of Belle Glade, including a boundary extension, existing conditions analysis, compliance with Florida Statutes, list of priority projects, 3D Renderings of main street, community gardens and other public spaces, community engagement and presentations to the CRA Board and City Commission.

Final Review and Processing - EAR Based Comp Plan Amendment. City of Key Colony Beach. CMA is conducting a final review and processing of the City of Key Colony Beach's Comprehensive Plan Amendment based on the Evaluation and Appraisal Review. The proposed Comprehensive Plan was prepared by LaRue Planning (another consultant). The document includes strikethroughs and underlines of the Goals, Objectives, and Policies (GOPs), along with two maps: Future Land Use and Transportation. However, it does not contain the Data and Analysis section. CMA will specifically review the provided GOPs.

MATTHEW VENEZIANO
Associate Planner



chen moore and associates

Matthew is an Associate Planner for CMA's planning team. Matthew's GIS mapping and data processing knowledge is essential to preparing a comprehensive plan. His superior analytical skills with ArcGIS Pro, AutoCAD, and the 2020 US Census will facilitate trends analysis and provide realistic policies. He has prepared outstanding maps for the Village of North Palm Beach, the City of Lake Worth Beach, and the City of Dania Beach, among others. Matthew currently serves as an extension of the Town of Palm Beach staff for site plan reviews.

Hire Date
1/08/2024

Years of Experience: 1

Years with other firms: 0

Education
Bachelor of Science, Bachelor of Urban Design, Florida Atlantic University

Professional Affiliations
Palm Beach Planning Congress

Project Experience:

Comprehensive Plan Update. Village of North Palm Beach. CMA assists the Village of North Palm Beach in updating its Comprehensive Plan per Chapter 163.3191, F.S. The proposed scope includes updating two (2) groups (People and Places and Efficient and Well Maintained Infrastructure) of the Comprehensive Plan, which contains six (6) elements (Future Land Use, Annexation, Housing, Transportation, Capital Improvement, and Infrastructure). The update will amend the document's existing Comprehensive Plan's policy section (Goals, Objectives, and Policies) and Data and Analysis to ensure compliance with F.S, and to reflect changes in the Village's 20-year planning horizon, trends, and demographics

Visioning & Comprehensive Plan Update. Village of Tequesta. In April 2018, the Village of Tequesta Council adopted the fully updated EAR-based Comprehensive Plan. The CMA planning team revised and updated each element to follow Florida Statutes and provide a sustainable community. The State of Florida (Department of Economic Opportunity) found the subject plan in compliance with Florida Statutes. The Comprehensive Plan addressed Senate Bill 1040 Peril of Flood that applies to Coastal Communities.

A City's Land Development Regulations (LDRs) are the most important part of the land planning and regulation effort. LDRs are a community's legislative instrument for preventing harm, protecting property values, preventing negative aesthetic impact, protecting and promoting public welfare, and promoting economic growth. Updates become necessary to accommodate changes in boundaries, land uses, legal constraints, and shifting political priorities. The CMA planning team has amended the Village of Tequesta's LDRs to introduce "place of assembly" use, introduce "rehabilitation facility" as a special exception use, and provide regulations for outdoor seating at restaurants. The CMA planning team prepared the EAR-based (Evaluation and Appraisal Report) Comprehensive Plan Amendment for the Village of Tequesta. The Comprehensive Plan encompasses the following elements: Future Land Use; Transportation; Housing; Utilities; Conservation; Recreation & Open Space; Intergovernmental Coordination; Coastal Management; Capital Improvement.

Preparation of Evaluation and Appraisal Report and Comprehensive Plan Amendments. City of Dania Beach. CMA is assisting the City of Dania Beach to update the Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) according to Chapter 163.3191, Florida Statutes (F.S.). The proposed scope includes a detailed review of the elements, including Policy (Goals, Objectives, and Policies) and Data and Analysis, ensuring compliance with current Florida Statutes (F.S.), and updates to reflect changes in the City's trends, vision, and demographics.

SHAHIN HEKMAT, P.E., F.FES, FACEC
Director of Quality Assurance



chen moore and associates

Hire Date
5/06/2024

Years of Experience: <1

Years with other firms: 1

Education
Bachelor of Urban Design, Urban Design, Florida Atlantic University, 2024

Certifications
Florida Atlantic University Environmental Science Certificate / 2019 – 2024

Mentor Collective Student Success Mentor Training 2023

Santiago is an Associate Planner for CMA's planning team, and is passionate about designing and building communities. He graduated with a bachelor's degree from Florida Atlantic University and was employed by the City of Pembroke Pines as a Planner/Zoning Technician, and Landscape Inspector. Santiago is dedicated to creating sustainable and livable communities that reflect a unique perspective and consider the history and context of each location. His expertise includes site analysis, master planning, and graphic design, which are integral to his design and project implementation process.

Project Experience:

Open Space and Recreation Master Plan. City of Lake Worth Beach. CMA is assisting the City of Lake Worth Beach creating an Open Space & Recreation Master Plan that will include (1) Review of Existing Conditions; (2) Analysis of Needs and Preferences; (3) Develop Plan and Implementation Phases; (4) Adopt and Execute Plan.

General Planning Services. City of Westlake. Palm Beach County's 39th City was incorporated on June 20, 2016. The 38,000 acres of mostly vacant, previously agricultural land in western Palm Beach County will be the site of 4,500 homes and 2.2 million square feet of commercial space. This new city will provide muchneeded urban services to the surrounding suburban residential areas. The CMA planning team prepared the first comprehensive plan for the City of Westlake. The plan was adopted in 2018, and it is in compliance with Florida Statutes. The team wrote the new Zoning Code to be consistent with the City's Comprehensive Plan Vision. CMA was contracted by the City to provide general planning and zoning services. The consulting contract includes long range and current planning projects as follows: site plan reviews, meeting with developers, staff reports, Zoning code amendments, presentations to Boards and City Council, master signage reviews and sign code amendments.

Mangonia Park Town Planning. Town of Mangonia Park. CMA was contracted by the Town of Mangonia Park to update their comprehensive plan. The CMA planning team prepared the EAR based (Evaluation and Appraisal Review) Comprehensive Plan Amendment for the Town of Mangonia Park. Florida Statutes require that each local government within the state must prepare, adopt, and submit an Evaluation and Appraisal Review of its comprehensive plan at least every seven years. This EAR based amendment should address changes in the state requirements and changes to local conditions since the last update of the comprehensive plan. In 2020, the Mangonia Park comprehensive plan prepared by the CMA planning team was adopted.

Preparation of Evaluation and Appraisal Report and Comprehensive Plan Amendments. City of Dania Beach. CMA is assisting the City of Dania Beach to update the Comprehensive Plan based on the Evaluation and Appraisal Review (EAR) according to Chapter 163.3191, Florida Statutes (F.S.). The proposed scope includes a detail review of the elements including Policy (Goals, Objectives and Policies) and Data and Analysis ensuring compliance with current Florida Statutes (F.S.); and, updates to reflect changes in the City's trends, vision and demographics.

Future Land Use Map Amendment. City of Dania Beach. City-initiated request to amend the Future Land Use Map for two (2) sites through a small-scale map amendment. The subject proposal will ensuring compliance with current Florida Statutes (F.S.); and final adoption of the City-initiated request.

SARA BENBASAT
Urban Planner



chen moore and associates

Hire Date
8/16/2021

Years of Experience: 3

Years with other firms: 0

Education
Bachelor of Science, Bachelor of Urban Design, Florida Atlantic University

Professional Affiliations
Palm Beach Planning Congress

As an Urban Planner for CMA, Sara Benbasat has experience with site plan development review in municipal planning. Sara also has contributed to staff reports, project proposals, conceptual renderings, and company marketing. Ms. Benbasat has experience with site analysis, handdrawn renderings, and digital graphics. Sara's creative graphic and design capabilities are key components for design charrettes, vision master plans, and overall neighborhood participation initiatives. She is proficient in Sketch-up, AutoCAD, In Design and Adobe software.

Project Experience:

Design Guidelines, Public Participation and Zoning Code Amendment. Village of Tequesta. The Beach Road corridor was facing challenges because of aging condominium buildings, and active redevelopment initiatives. Prepared Design Guidelines CMA and Zoning Code Text Amendments based on the Community input to protect the small village charm, natural resources, and provide clear direction to developers. The Design Guidelines included building aesthetics, site planning, landscaping, public streetscape, and a detail checklist. The Design Guidelines is a rich graphic driven document with 3D renderings showcasing the vision for the Beach Road corridors, and photographic display of examples of massing, articulations and architectural elevations.

Urban Design, LDRs, EAR-based Comprehensive Plan Text Amendments, and Neighborhood Plans. City of Lake Worth Beach. Since 2015 CMA is providing ongoing planning services to the City including 3D Renderings for specific sites illustrating the vision of the City and the compliance with Zoning Code as part of a City's marketing effort to attract quality development. Over the years, CMA has prepared Land Development Regulations (LDRs) and EAR-based Comprehensive Plan text amendments in compliance with Florida Statutes. Also, the CMA team developed 18 Neighborhood Plans for the City including utilities, transportation, signage, public safety, planning efforts and neighborhood public engagement.

Public Participation Program, Parks Master Plan "Our Parks Our Values". Village of Tequesta. CMA was responsible for land planning, community participation, branding, site analysis, site design and landscaping in compliance with local code and comprehensive plan, landscaping, parking lay outs, and permitting for the preparation of Village of Tequesta Parks Master Plan. The CMA team utilized a proactive public participation program (4Ps) to obtain community input and ensure maximum outreach. "Our Parks Our Values" main goal was to prepare a robust document based on the community vision to serve as a long-term strategic road map to guide improvements to the Village's parks.

The Master Plan was approved by the Village Council in August 2022, and it is currently being implemented. Nilsa was the lead and project manager including the proactive public participation; conceptual designs and final document that was approved by the Village Council. This Master Plan was selected by the Florida Chapter of the American Planning Association to be presented at the State Conference held in Jacksonville in September 2023.

Cooper City Landscape Master Plan. City of Cooper City. CMA shall work with the City to identify the public spaces and ROWs and work with City, stakeholders and engage with the public to receive input on the desired aesthetic for the community. CMA shall prepare a master plan for the City to be used as a design guidelines manual for how to move forward to create a unified and identifiable aesthetic to be applied throughout the City.

ERIC HARRISON, PLA
Principal Landscape Architect



chen moore and associates

Eric is the principal landscape architect for CMA's landscape architecture team, and has experience in Florida's plant palette, local environmental conditions, and site-specific microclimates for preparing aesthetic and functioning landscape designs. Eric is well versed in the use of low-impact development techniques specifically applied to site planning and has extensive experience with parks and recreation facilities throughout Florida for public and private sector clients, providing design, permitting, and construction observation services for many types of improvements, including urban landscapes; public spaces; corporate campuses; industrial and educational facilities; athletic fields; pedestrian, bicycle, and equestrian trails; site amenities; playgrounds; boating and aquatic facilities; themed wayfinding; amphitheaters; landscape; hardscape; and irrigation.

Project Experience:

Blue Road Park. City of Coral Gables. CMA is providing design, permitting, and construction administration services for the development of Blue Road Park, a neighborhood park, to serve residents. The plans will be based on the conceptual plans developed by the City and provided to CMA as an exhibit. The project program includes: site preparation (clearing and grading, removal of existing landscape); development of a site plan based on the provided concept plan to include landscape, irrigation, perimeter fencing, internal pathways, upland viewing deck, playground, site furnishings, and security lighting; attendance at public engagement meeting with the local residents; preparation of construction documents; coordination with permitting agencies; bid assistance; and construction administration services.

Engineering Services. City of Westlake. CMA provides engineering and landscape architecture services to the City of Westlake. The scope includes reviewing permit applications, reviewing plans for development within the entire city limits, coordinating with the City's planner, coordinating with the City's staff members, and coordinating with the Seminole Improvement District, whose jurisdictional boundary coincides with the City.

2500 Jupiter Park Drive Conceptual Site Planning. Loxahatchee River District. CMA provides professional services for planning, engineering, and environmental assessments, ensuring a comprehensive understanding of the proposed facilities at Loxahatchee River Environmental Control District's 160-acre regional wastewater facility and administration site. The scope of work includes regulatory reviews, extensive coordination with staff for desired site needs and optimization of operations, massing studies, and conceptual site plans. Passive recreation will be a component of the proposed site plans, and funding opportunities will be associated to support it. A sustainability and resiliency effort will also be conducted. The existing and proposed site will be thoroughly reviewed regarding site security and vulnerability.

Miscellaneous Districtwide Landscape Design. FDOT D6. The scope of services includes plan reviews; attending and reporting on design, coordination, and review meetings; landscape architectural and engineering consultation; landscape architectural planning and design; construction inspection and/or field assessments; quarterly monitoring; rendering sections and plan boards; permitting; project coordination, post design services; correspondence and project filing; and development of project scopes. CMA reports to the D6 District Landscape Architect and provides support as necessary to their office limiting the effort of D6 personnel.

Hire Date
1/31/2013

Years of Experience: 21

Years with Other Firms: 10

Education

Bachelor Landscape Architecture, University of Florida, 2002

Associate of Arts, Palm Beach Community College, 1996

Registrations

Registered Landscape Architect, Florida, LA6667129, 2012

Professional Affiliations

American Society of Landscape Architects

International Society of Arboriculture

SUZANNE DOMBROWSKI, P.E., ENV SP
Principal Engineer (Utilities/Civil Engineering)



chen moore and associates

Suzie is a Principal Engineer and West Palm Beach Office Leader with CMA. She holds a bachelor's degree in civil engineering and a master's degree in engineering with a specialization in civil engineering from the University of Florida. Suzie has managed a wide range of municipal utility, drainage, and roadway projects from the planning stages throughout construction. She also designs the site civil improvements for both public and municipal facilities. Throughout her career in Palm Beach County, she has developed relationships with the local regulatory agencies, municipalities, special districts and contractors that facilitate the design, permitting and construction of her projects. Suzie has also managed a variety of subconsultants for multi-disciplinary projects under continuing services contracts.

Project Experience:

Worth Avenue - 400 Block. Town of Palm Beach. CMA provided civil engineering and bidding assistance services for the installation of drainage infrastructure and underground utilities in the 400 block of Worth Avenue in the Town of Palm Beach. The project was identified by an earlier study, the Mid-Town Drainage Basin Report, which documented the benefits to flood protection that could be realized by the installation of a 1,050-ft long, 36-inch diameter drainage “trunk-line” connecting the 300 block of Worth Avenue more directly to the D-7 Pump Station. As part of this effort, CMA also designed the replacement of the 6-inch AC water main and lining replacement of the 8-inch and 12-inch VCP sewer.

In addition to underground utility design, CMA designed a modification to the roadway typical section to resolve localized drainage issues in front of residential properties. As part of the public outreach effort, CMA also coordinated meetings with residents of the Royal Park Homeowners Association and management of the Everglades Club.

Gomez Corridor Water Main and Low Pressure Sewer System Project Improvements with Town of Jupiter Island. Town of Jupiter Island. South Martin Regional Utilities (SMRU) wished to install a backbone low pressure sewer system (including laterals to the property lines of a customer, but not including laterals, grinder pumps and electric panel, or septic tank decommissioning within the property boundaries of a customer) (the “LPFM Project”) and replace the existing water mains within the Gomez Corridor prior to Martin County performing roadway improvements along the Gomez Corridor. SMRU had requested that CMA provide engineering services for the design and permitting of the LPFM Project and the Water Main Project. .

WO-01: Interchange at SR 9/I-95 and Central Boulevard. State of Florida Department of Transportation District 4. FPID No: 413265-1-32-01 - New interchange design at I-95 and Military Trail including widening along I-95. As part of the I-95 improvements, several large diameter utilities that are owned and maintained by Seacoast utility Authority require relocation. CMA has been contracted to provide a Basis of Design Report to explore alternatives for the relocation of the impacted utilities. Final selected relocation alternatives will then be taken through final design and included as part of the bid package to be let for construction by FDOT District 4.

Hire Date
1/16/2006

Years of Experience: 21

Years with other firms: 2

Education

Bachelor of Science, Civil Engineering, University of Florida 2005

Master of Engineering, Civil Engineering, University of Florida 2006

Registration

Professional Engineer, Florida, 69918, 2009

Professional Affiliations

American Society of Civil Engineers

American Water Works Association

Florida Engineering Society

BRIAN VOELKER, M.S., SPWS, C.A., CLI
Senior Environmental Scientist



chen moore and associates

Brian is a senior environmental scientist specializing in natural resource assessments and permitting, as well as certified arborist services. He provides numerous ecological services to clients, including the following: wetland delineation, function evaluation, mitigation design, monitoring, and permitting; upland habitat assessments; coastal habitat assessments and permitting; marine and estuarine habitat assessments and permitting; protected wildlife assessments and permitting; GPS data collection/mapping and GIS database development; NEPA document preparation and oversight; sediment and erosion control monitoring.

As an ISA Certified Arborist, Brian provides numerous consulting arborist services to both public and private sector clients, including the following: GPS tree inventories and GIS tree database development; destroyed/damaged tree assessments; tree value estimates; tree grading; tree/utility conflict identification; hazard tree evaluations (risk assessment); analysis of tree canopy cover and ecological/monetary benefits; urban forest management plans; planting and maintenance bid packages, mangrove trimming oversight; tree removal permitting.

Project Experience:

Blue Road Park. City of Coral Gables. CMA is providing design, permitting, and construction administration services for the development of Blue Road Park, a neighborhood park, to serve residents. The plans will be based on the conceptual plans developed by the City and provided to CMA as an exhibit. The project program includes: site preparation (clearing and grading, removal of existing landscape); development of a site plan based on the provided concept plan to include landscape, irrigation, perimeter fencing, internal pathways, upland viewing deck, playground, site furnishings (i.e. drinking fountains, picnic tables, benches, waste receptacles, bike racks, etc.), and security lighting; attendance at public engagement meeting with the local residents; preparation of construction documents; coordination with permitting agencies; bid assistance; and construction administration services. Through the permitting efforts, the regulatory agencies required a benthic survey to be performed to identify any environmentally sensitive species (including observations for manatees and other protected marine species) that could be impacted by the project.

Wetland Impacts and Mitigation Assessments for White Rock Quarry, Hialeah, FL. White Rock Quarries. White Rock Quarry is interested in clearing and filling two contiguous sites (112 acres total) to create a truck parking facility. The two potential impact sites consist of a mix of dense forested areas (melaleuca), cleared pasture areas, and remnant agricultural areas with alternating ridges and furrow; each of these areas is anticipated to contain jurisdictional wetlands with variable functional values. CMA will determine the approximate extent (acreage) of each wetland type and perform qualitative assessments of each wetland type using the Uniform Mitigation Assessment Method (UMAM) scoring matrix. In addition to the two impact sites, CMA will determine the approximate acreage of wetlands and perform a UMAM analysis for a nearby littoral shelf mitigation area known as “Section 13”. CMA shall compare the current size of the mitigation area to the permitted size to determine if excess wetland acreage may be present, which could potentially be used to offset wetland filling at the two impact sites.

Hire Date

05/31/2022

Years with other firms: 25

Education

Bachelor of Science, Environmental Studies, State University of New York, 1996

Master of Science, Coastal Zone Management, Marine Biology, Nova Southeastern University, 2000

Professional Affiliations

Florida Urban Forestry Council Board of Directors

Florida Urban Forestry Council

International Society of Arboriculture

Landscape Inspectors Association of Florida (LIAF)

Society of Wetland Scientists

South Florida Association of Environmental Professionals (SFAEP)

Certifications

Society of Wetlands Scientists (SWS) Professional Wetland Scientist #1355 (2002)

LIAF Certified Landscape Inspector #2012-125 (2012)

Federal Aviation Administration (FAA) Drone Remote Pilot #4253470 (2019)

ISA Tree Risk Assessment Qualification (TRAQ) (2014)

ISA Certified Arborist #FL-5378A (2006)

FAA Safety Course Team Aviation Learning Center Online Part 107 Small UAS Recurrent Part 61 Pilots

Civic Organizations

US. Army Corps of Engineers Wetland Delineation and Management Training Program, Florida

CAMILLE SCHILLIZZI, CA
Project Environmental Scientist



chen moore and associates

Camille is a Tree Risk Assessment Qualified ISA Certified Arborist with five years of experience in planning and executing tree inventories, vegetation management plans, risk assessments and protected species surveys. She has experience with environmental science, urban forestry and vegetation management, tree protection plans and protected species surveys. Camille is dedicated to protecting the environment through local codes, industry standards and consistent management.

Project Experience:

Open Space and Recreation Master Plan. City of Lake Worth Beach. CMA is assisting the City of Lake Worth Beach creating an Open Space & Recreation Master Plan that will include (1) Review of Existing Conditions; (2) Analysis of Needs and Preferences; (3) Develop Plan and Implementation Phases; (4) Adopt and Execute Plan.

Atlantic Aviation - PBI Hangars Phase I. Atlantic Aviation Florida, Inc. BCMA will serve as a Subconsultant to C & S Engineers, Inc. The project includes stormwater management design and permitting and landscape architecture design services. Atlantic Aviation is expanding their Fixed Base Operator (FBO) facilities at Palm Beach International Airport (PBI). These improvements include the construction of two hangars with office space, with the approximate size of each hangar is 30,000 square feet and the approximate size of combined office space is 7,000 square feet. The facility is assumed a Group III, Type II hangar. CMA is providing stormwater design and permitting services to procure an Environmental Resources Permit (ERP) for the additional impervious area in Basin 2 of PBI in coordination with Atlantic Aviation projects including the recently constructed overflow parking area and the pending apron expansion. CMA is also supporting the landscape and irrigation design as well as permitting with Palm Beach County for the removal and relocation of existing trees to accommodate the new hangar developments.

Planning Consultant Services. City of Lake Worth Beach. CMA is assisting the City of Lake Worth Beach with ongoing planning services such as attending meetings, communicating with Staff, contractors, and residents, land development regulations, studies, plans, and other planning related tasks.

Avalon State Park Improvements. State Parks System. The state wishes to make improvements at Avalon State Park consisting of addition of parking spaces, replacement of the entrance gate, and paving of approximately 2,500 LF of roadway at the entrance. CMA will perform site investigation, design, permitting, bidding assistance and construction administration services for the improvements.

Lift Station 57 Force Main Replacement. Seacoast Utility Authority. CMA was contracted for engineering services for the design, permitting, and bidding assistance of approximately 2,000 linear feet of 6-inch force main to run along the east side of Prosperity Farms Road from Flamingo Road to Lift Station (LS) 57 in Palm Beach County, Florida. The existing force main has reached the end of its useful life.

Riviera Beach Police Station. Riviera Beach CRA. Historic & Environmental Planning Services | Contract #192-2023. City of Vero Beach. CMA will supply the professional services to City for all phases of each project as specified and described in the individual work orders and professional representative for the project set forth in each work order and shall give professional advise to City during and related to performance of the services to be rendered under such work order.

Hire Date
3/25/2024

Years of Experience: 6

Years with other firms: 5

Education
Bachelor of Science, Biology, Nova Southeastern University, 2019

Professional Affiliations
South Florida Association of Environmental Professionals (SFAEP)

Certifications
Tree Risk Assessment Qualified
Certified Arborist

BEN LEHR, P.E., LEED AP
Director of Transportation



chen moore and associates

Ben is a Principal Engineer and Director of Transportation for CMA, responsible for the oversight and development of CMA's Transportation market. He has 24 years of progressive experience in executive oversight, project management, quality control, and structural design for numerous transportation related projects in Florida and neighboring states. Ben has experience working with some of the nation's leading heavy civil contractors on design-build project delivery. This specialized project experience has educated Ben on how to view project designs from a contractor's perspective, lending a more comprehensive approach to design with constructability in mind.

Project Experience:

Galt Ocean Mile Streetscape Concepts and Improvements. City of Fort Lauderdale. The purpose of this project was to develop a conceptual design and opinion of probable cost to upgrade and beautify the Galt Ocean Mile corridor, emphasizing traffic calming and bicyclist and pedestrian improvements. The scope was based on public engagement and concepts performed and developed by the City of Fort Lauderdale. The proposed upgrades included milling and resurfacing of roadway; re-striping; bike lanes; sidewalk widening; relocation of existing trees; replacement/addition of landscape material; new streetlight fixtures; decorative paver hardscape incorporated into sidewalks, unloading areas, & crosswalks; raised crosswalks and/or raised intersections; and landscape lighting.

After designing the conceptual plans for the Galt Mile Streetscape Project, CMA was contracted to provide full contract documents for the design and construction of the corridor. The purpose of this project was to develop a conceptual design and opinion of probable cost to upgrade and beautify the Galt Ocean Mile corridor, emphasizing traffic calming and bicyclist and pedestrian improvements. The proposed upgrades included milling and resurfacing of roadway; re-striping; bike lanes; sidewalk widening; relocation of existing trees; replacement and addition of landscape material; new streetlight fixtures; decorative paver hardscape incorporated into sidewalks, unloading areas, & crosswalks; raised crosswalks and/or raised intersections; and landscape lighting.

Las Olas Blvd. Andrews to SE 17th Design Services. City of Fort Lauderdale. The project's design entails developing complete streets / streetscape concepts and 30% design for Las Olas Boulevard corridor phase 1 segment from South Andrews Avenue to Southeast 17th Avenue. This work shall be based on the Las Olas Conceptual Design Vision Master Plan (Western and Eastern Corridor) prepared in June 2021. This segment of Las Olas Blvd. is divided into three distinct and unique sections: 1. Downtown (Andrews Avenue to US-1), 2. The Shops (US-1 to 12th Avenue) and 3. Colee Hammock Neighborhood (SE 12th to SE 17th Avenue). The purpose of the project is to expand the sidewalks and elevate the pedestrian and bicycle experience within the corridor while preserving vehicular movements and improving safety for all modes of transportation. The corridor is lined with mature date palm and black olive trees that are at the center of the community's attention with respect to alternative development. CMA is a subconsultant on this project and is providing arborist services and tree disposition plans cataloging the existing trees along the corridor, designing irrigation alternatives for proposed landscaping improvements, and designing proposed pedestrian level lighting.

Hire Date
2/28/2022

Years of Experience: 24

Years with Other Firms: 22

Education

Master of Engineering, Structural Engineering, University of Florida

Bachelor of Engineering, Civil Engineering, University of Florida

Registrations

Professional Engineer, Florida, 63051, 7/15/2005

Professional Engineer, North Carolina, 040993, 2014

Professional Engineer, Virginia, 0402053102, 2014

Professional Engineer, Texas, 99583, 2007

Professional Engineer, Maryland, 45776, 2014

Professional Engineer, Georgia, PE039083, 2014

Professional Affiliations

American Society of Civil Engineers

Design-Build Institute of America

ACEC Florida

American Road and Transportation Builders Association

Certifications

LEED Accredited Professional, U.S. Green Building Council

Publications

Gary R. Consolazio, G. Benjamin Lehr and Michael C. McVay, "Dynamic Finite Element Analysis of Vessel-Pier-Soil Interaction During Barge Impact Events," 2003

BRENT WHITFIELD, P.E., ENV SP, F.ASCE
Director of Water Resources (Sustainability)



chen moore and associates

Brent is the Director of Water Resources for CMA. With 20 years of professional experience, Mr. Whitfield has worked for a variety of public sector clients at the City, County and State level. His experience includes tasks as varied as hydrologic and hydraulic modeling related to environmental and flood protection studies and detailed engineering design and construction oversight for roadway, water, sewer, and stormwater infrastructure. Brent has provided infrastructure solutions in various settings from residential neighborhoods to commercial airports. As a life-long resident of Florida, Brent has maintained a commitment to serving the community both professionally and personally serving as an appointed board member for a municipal advisory board with maintaining involvement in the ASCE, the FES and Leadership Florida.

Project Experience:

Flood Protection Level of Services (FPLOS) analysis for the C2, C3W, C4, C5, and C6 watersheds in central Miami-Dade County. SFWMD. On behalf of the District, CMA prepared a FPLOS analysis for the C2, C3W, C4, C5, and C6 watersheds in central Miami-Dade County. This effort involved developing a calibrated and validated hydrologic and hydraulic (H&H) model of the subject watersheds, while considering the interconnectivity of the canal network. Overall, the FPLOS analysis included five (5) separate tasks. Task 1 consisted of selecting a model and collecting data. Task 2 consisted of developing an integrated, groundwater-surfacewater modeling tool. Task 3 consisted of calibrating and validating the model for the roughly 200 square mile model domain. Task 4 consisted of simulating the design storm events for existing conditions and determining the FPLOS. Task 5 consisted of simulating future sea level rise conditions and determining the FPLOS. The primary tool used for analysis was the MIKE-SHE software which provides an integrated surfacewater-groundwater model of the region. This information was used by local governments, the SFWMD, and other state and federal agencies to identify areas where improvements to the design, construction and operation or upgrade of water management facilities were required. Due to the insightfulness of the results and the overall success of the FPLOS program CMA has presented the findings of this project at the following conferences: Greater Everglades Ecosystem Restoration Conference 2023; Florida Stormwater Association Annual Conference 2023; ASCE Florida Section Annual Conference 2023; AWRA National Conference 2023 (Raleigh, NC)

Homestead Watershed Management Plan. City of Homestead. The City's Public Works and Engineering Department is seeking to protect the health, safety, and welfare of the Citys residents and create saving on flood insurance premiums for policyholders by producing a Watershed Master Plan (WMP) for credit under Community Rating System (CRS) of the National Flood Insurance Program (NFIP). This effort is also expected to highlight opportunities to improve the resilience of the City's infrastructure. CMA were selected to prepare the WMP which consists of the following activities: (1) Evaluation of the watershed's runoff response from specific design storms under current and predicted future conditions; (2) Assessment of the impacts of sea level rise and climate change; (3) Identification of wetlands and other natural areas throughout the watershed; (4) Protection of natural channels; (5) Implementation of regulatory standards for new development such that peak flows and volumes are sufficiently controlled; (6) Specific mitigation recommendations to ensure that communities are resilient in the future; (7) A dedicated funding source to implement the mitigation strategies recommended by the plan.

Hire Date
02/13/2017

Years of Experience: 20

Years with other firms: 13

Education
Master of Science, Civil Engineering, University of Florida, 2003

Bachelor of Science, Civil Engineering, University of Florida, 2001

Registration
Professional Engineer, Florida, 65720, 2007

Professional Affiliations
ACEC

American Society of Civil Engineers

American Water Resources Association

Environment and Water Resources Institute

Florida Engineering Society

Florida Stormwater Association

Certifications
Statewide Airport Stormwater Study, FDOT Course No. AT-19-0003 FBEP Course No. 0006987

Florida Stormwater Association (FSA) Stormwater Operator Certification Level 2

Envision Sustainability Professional

Civic Organizations
Leadership Florida

Leadership Palm Beach County

Awards
ASCE Region 5 Engineer of the Year Award – 2019

THUHA NGUYEN, PE, PTOE, PTP

SENIOR ENGINEER



YEARS OF EXPERIENCE

- via planning, inc.: 10 years
- Total: 22 years

EDUCATION

- University of Florida, ME Transportation Engineering 2001
- University of Florida, BS Mechanical Engineering 1999

LICENSE/CERTIFICATION

- PE license (#74050),
- Professional Traffic Operations Engineer (PTOE) certification,
- Professional Transportation Planner (PTP) certification,

Ms. Thuha Nguyen, with over 20 years of experience, has participated in a variety of transportation engineering and planning projects that span transportation planning, traffic operations, safety analysis, travel demand modeling, multi-modal planning, and research.

RELEVANT EXPERIENCE AND QUALIFICATIONS

PROJECT MANAGEMENT: Thuha served as the Project Manager for the FDOT District 4 Districtwide General Planning Contract. This contract includes a team of a dozen sub consultants, and Thuha oversee projects relating to model application support, Development of Regional Impact (DRI) review, Geographic Information System (GIS) support, project traffic development, interchange report preparation and review, and quality/level of service (Q/LOS) assessment support. Thuha has reviewed numerous interchange proposals throughout the District.

DEVELOPMENT OF PROJECT TRAFFIC: Thuha has prepared dozens of design traffic studies, including those required for RRR projects, road widening, and roadway extensions. She follows the methodology recommended by the FDOT District Offices and has a thorough understanding of the procedure as well as the challenges of applying it to unique projects. Thuha has also assisted the FDOT District 4 PLEM Office with the review of over 50 other DTTMs performed all over the District.

TRAVEL DEMAND MODELING: Thuha is an active member of the FDOT District 4 Travel Demand Modeling task force, and she has conducted multiple travel demand modeling projects in South Florida. For example, she assisted the FDOT District 4 Planning Office and the RPC with the recent South Florida hurricane evacuation modeling project. She also prepared the 2030 Broward County model update for distribution. Her responsibilities related to the Broward County model update included examining the process for calculating free-flow speed from posted speed, verifying network coding, and investigating the transition from TransCAD to the Cube Voyager environment.

3. Current and Projected Workload of the Proposer (3.4)

Historically, describe the typical number of projects handled by the Proposer's key project managers at any given time.

Project managers typically manage approximately $300,000 in revenue per year. The number of projects will typically vary based on the size and requirements of each project. Project managers also have the ability internally to bring in assistant project managers to assist with larger project or provide parallel design services if the City's requires multiple large projects designed at the same time and coordinated.

Projected workload of project management activities as defined in the scope of services.

CMA makes the commitment that all key personnel on the project team will be dedicated as necessary to complete the Comprehensive Plan Review and Update of the City of Boynton Beach. All CMA project managers and staff realize that on time delivery is a key element in meeting our commitments to clients. Because of our resources and qualified personnel, CMA is able to overcome any unforeseen delays by assigning additional staff.

The proposed CMA Team is available to provide Comprehensive Plan services to the City, as we have done with other local governments such as the City of Lake Worth Beach, City of Westlake, City of Dania Beach, Village of North Palm Beach, and Village of Tequesta, among others. A CMA team member can regularly attend meetings at the municipality and work with City staff.

All of CMA proposed staff and resources are immediately available to start work on one or more of the elements or chapters of the City's Comprehensive Plan identified in your Request for Proposal. The majority of the work performed out of the West Palm Beach office consists of smaller task orders under continuing services; for that reason, the staff assigned to this contract do not have any large projects that will interfere with the work for the City.

To anticipate future workload, the managers at CMA conduct revenue projections each month. This allows management to review the available resources and staff and determine if any additions are required. The projections for the West Palm Beach office show that projects under this continuing service agreement could be completed with the employees currently on staff. It is the intention that the CMA staff members identified in the organizational chart will be dedicated for completing the City of Boynton Beach Comprehensive Plan Review and Update. No substitutions will be made unless they are approved by City staff.

Identify any subconsultant firms providing significant services that may be assigned more than five (5%) of the work.

Ms. Thuha Nguyen Lyew, P.E. from via planning will be providing experise in transportation planning as presented in the organizational chart and enclosed resume. This portion of the contract is 5%.

As requested by the subject RFP, the following table presents workload data for each key project team:

Project Team	Role	Current Project Work Listing and Remaining Labor Commitment	Historically, typical number of projects
Nilsa Zacarias, AICP	Principal Planner, Principal-in-Charge	On going services to: City of Westlake, City of Lake Worth Beach, Town of Mangonia Park, Village of North Palm Beach, City of Dania Beach **Time availability: 25%**	7 projects
Osniel Leon, AICP	Principal Planner, Project Manager	On going services to: City of Westlake, City of Town of Mangonia Park, City of Dania Beach, Village of Palm Springs **Time availability: 35%**	5 projects
Lance Lilly	Senior Planner	On going services to: City of Lake Worth Beach, Village of North Palm Beach, Town of Palm Beach, City of Delray Beach **Time availability: 30%**	4 projects
Sara Benbasat	Urban Designer	On going services to: City of Westlake, City of Lake Worth Beach, Village of Tequesta **Time availability: 30%**	3 projects
Matt Veneziano	GIS Planning, Associate Planner	On going services to: City of Lake Worth Beach, Town of Palm Beach, City of Delray Beach **Time availability: 30%**	3 projects
Santiago Cleves	GIS Planning, Associate Planner	On going services to: City of Westlake, Town of Mangonia Park, City of Dania Beach **Time availability: 30%**	3 projects
Suzanne Dombrowski, P.E,, ENV SP	Principal Engineer, Municipal Utilities Expertise	On-going services to: Palm Beach County. Seacoast Utility Authority, City of Westlake, City of Riviera Beach Utility District **Time availability: 20%**	64 projects
Brent Whirfield, PE. ENV SP, FASCE	Principal Engineer, Coastal Management and Resiliency Expertise	On-going services to: South Florida Water Management District, Palm Beach County, City of Lake Worth Beach, Palm Beach Int Airport **Time availability: 20%**	55 projects

Eric Harrison, PLA	Principal Landscape Architect	On-going services to: City of Delray Beach, Florida Atlantic University, Palm Beach County **Time availability: 15%**	123 projects
Benjamin Lehr, P.E. DBIA, LEED AP	Principal Traffic Engineer	On-going services to: Palm Beach Int Airport, FDOT-Turnpike, FDOT D2, FDOT D4, Boca Raton Aviation Authority **Time availability: 15%**	45 projects
Brian Voelker, MS, SPWS, CA, CLI	Senior Environmental Scientist	On-going services to: City of Lake Worth Beach, City of Westlake, City of West Palm Beach, Seacoast Utility Authority **Time availability: 15%**	94 projects



Subconsultant Key Staff

State of Florida
Department of State

I certify from the records of this office that VIA PLANNING, INC. is a corporation organized under the laws of the State of Florida, filed on April 21, 2014, effective April 20, 2014.

The document number of this corporation is P14000035650.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 4, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2024

Secretary of State

Tracking Number: 5099906604CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida

Woman & Minority Business Certification

via planning, inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
09/06/2023 to 09/06/2025

J. Todd Inman
Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
SUPPLIER DIVERSITY

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

FDOT · Tampa International Airport · GREATER ORLANDO AVIATION AUTHORITY · MIAMI-DADE COUNTY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

VIA PLANNING INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:
541690, 541330

September 30, 2014

VICTORIA V. SMITH, DBE Certification Manager - Florida Department of Transportation

JACKSONVILLE TRANSPORTATION AUTHORITY · BROWARD COUNTY FLORIDA · CITY OF TALLAHASSEE · LEE COUNTY PORT AUTHORITY · Votran

Awards

CMA is very proud of the awards and acknowledgments that we have been bestowed. These have been based on both the projects and services we have performed and the work environment we have established, not only in each office, but also the company as a whole. The following awards highlight some our most recent recognitions.



2024 ASCE Younger Member Employer Recognition Award

CMA was awarded the 2024 Younger Member Employer Recognition Award by the American Society of Civil Engineers' (ASCE) Committee of Younger Members (CYM). This recognition is given to employers who support professionals early in their careers and encourage their involvement in ASCE activities.



2024 Zweig Group Best Firms to Work For Award & Hot Firm List

Ranked number 32 in the multi-discipline category and 16 for the 100-199 employees category. The award recognizes the top firms leading the way in creating a workplace that inspires, motivates and rewards employees. Ranked number 65 in the Hot Firms List. The list recognizes the 100 fastest-growing engineering, architecture, planning and environmental consulting firms in the U.S. and Canada.



2024 Sun Sentinel South Florida Top Workplace

The awards recognize companies deemed by their employees to be the Top Workplace in South Florida. CMA ranked 38th in the small employer group.



2024 Jacksonville Business Journal Top Engineering Firms List

Ranked number 18. The list includes 42 engineering firms located in Duval, Clay, St. Johns, Nassau, Baker, Putnam and Flagler counties ranked in order by number of licensed engineers.



2024 ACEC-FL Honor Winner

CMA was awarded the 2024 Honor Winner in the Energy Category from The American Council of Engineering Companies of Florida (ACEC-FL) for the Dames Point Bridge Electrical and Lighting project for FDOT District 2 at the 2024 ACEC Florida Engineering Excellence Awards Banquet.



2024 South Florida Business Journal Top 25 Engineering Firms List

Ranked number 13. The list includes 25 engineering firms located in Miami-Dade, Broward, and Palm Beach counties ranked in order by number of licensed engineers.

2023 Best in Construction Award from Florida Transportation Builders' Association (FTBA)

CMA was awarded the Best in Construction Award, in the category Interstate Award, for our collaboration on the SR 93/I-75, from N. SR 47 to S. US 90, Milling & Resurfacing project in Columbia County, FDOT District 2 at the 2023 FTBA Convention Awards Breakfast. This project was completed with Anderson Columbia Co., Inc.

2023 Zweig Group Best Firms to Work For Award & Hot Firm List



Ranked number 30 in the multi-discipline category and 15 for the 100-199 employee's category. The award recognizes the top firms leading the way in creating a workplace that inspires, motivates and rewards employees. Ranked number 30 in the Hot Firms List. The list recognizes the 100 fastest-growing engineering, architecture, planning and environmental consulting firms in the U.S. and Canada. These are the firms that have outperformed the economy and competitors to become leaders in their chosen fields.

2023 Jacksonville Business Journal Top Engineering Firms List

Ranked number 18. The list includes 25 engineering firms located in Duval, Clay, St. Johns, Nassau, Baker, Putnam and Flagler counties ranked in order by number of licensed engineers.

2023 South Florida Business Journal Top 25 Engineering Firms List

Ranked number 12. The list includes 25 engineering firms located in Miami-Dade, Broward and Palm Beach counties ranked in order by number of licensed engineers.

2023 Best WEFTEC Program Abstract Award

CMA was awarded the 2023 Best WEFTEC Program Abstract Award for the Horizontal Directional Drilling of 7 miles of Large Diameter Force Main through Downtown Fort Lauderdale project.

2023 American Architecture Award

CMA was awarded the American Architecture Award for 2023 from the Chicago Athenaeum: Museum of Architecture and Design and the European Centre for Architecture Art Design and Urban Studies for the City of West Palm Beach Currie Park project.

2023 Sun Sentinel South Florida Top Workplace

The awards recognize companies deemed by their employees to be the Top Workplace in South Florida. CMA ranked 33rd in the small employer group

2023 Merit Award at the DBIA Florida Region Design Build Awards

CMA was awarded the 2023 Merit Award at the Design-Build Institute of America (DBIA) Florida Region Design Build Awards for the SFWMD Homestead Field Station project.

2023 ASLA Award of Excellence

CMA's Currie Park project received the 2023 Award of Excellence in the Planning and Analysis Category from the American Society of Landscape Architects.

2023 ASCE Miami-Dade Branch Project of the Year

CMA was awarded the 2023 ASCE Miami-Dade Branch Project of the Year (Category 2) for the Brightline Aventura Station.

2022 ASCE-FL Section Project of the Year

CMA was awarded the 2022 ASCE FL Section Project of the Year for the City of Fort Lauderdale Redundant Force Main project.

2022 ASCE Broward Branch Project of the Year

CMA was awarded the 2022 ASCE Broward Branch Project of the Year for the City of Fort Lauderdale Redundant Force Main project.

2022 Grand Award from ACEC-FL

CMA was awarded the 2022 Grand Award from ACEC-FL for the Fort Lauderdale Emergency Bypass 48" Force Main project.

2022 Zweig Group Best Firms to Work For Award & Hot Firm List

Ranked number 31 in the multi-discipline category and 16 for the 100-199 employees category. The award recognizes the top firms leading the way in creating a workplace that inspires, motivates and rewards employees. Ranked number 56 in the Hot Firms List. The list recognizes the 100 fastest-growing engineering, architecture, planning and environmental consulting firms in the U.S. and Canada.

2022 Sun Sentinel South Florida Top Workplace

The awards recognize companies deemed by their employees to be the Top Workplace in South Florida. CMA ranked 33rd in the small employer group

2022 ASCE Miami-Dade Branch Project of the Year

CMA received the 2022 ASCE Miami-Dade Branch Project of the Year Award for the North Miami Beach NE 183rd Street Bicycle Lanes and Water Main Improvements project.

2022 Jacksonville Business Journal Largest Engineering Firms List

Ranked number 14. The list includes 32 engineering firms located in Duval, Clay, St. Johns, Nassau, Baker, Putnam and Flagler counties ranked in order by number of licensed engineers.

2022 South Florida Business Journal Top 25 Engineering Firms List

Ranked number 15. The list includes 25 engineering firms located in Miami-Dade, Broward and Palm Beach counties ranked in order by number of licensed engineers.

2022 Coral Springs Coconut Creek Regional Chamber of Commerce Workforce Development Award

CMA received the 2022 Coral Springs Coconut Creek Regional Chamber of Commerce Workforce Development Award

2021 Zweig Group Best Firms to Work For Award & Hot Firm List

Ranked number 38 in the multi-discipline category and 17 for the 50-100 employees category. The award recognizes the top firms leading the way in creating a workplace that inspires, motivates and rewards employees. Ranked number 83 in the Hot Firms List. The list recognizes the 100 fastest-growing engineering, architecture, planning and environmental consulting firms in the U.S. and Canada.

2021 Sun Sentinel "South Florida Top Workplace"

The awards recognize companies deemed by their employees to be the Top Workplace in South Florida. CMA ranked 17th in the small employer group

2021 South Florida Business Journal Best of Places to Work South Florida

The awards recognize companies deemed by their employees to be the Best Places to Work in South Florida. CMA ranked 9th in the medium-sized business category

2021 South Florida Business Journal Top 25 Engineering Firms List

Ranked number 17. The list includes 25 engineering firms located in Miami-Dade, Broward and Palm Beach counties ranked in order by number of licensed engineers.

ACEC Excellence Honor Award

CMA was part of the team awarded the Excellence Honor Award from the American Council of Engineering Companies (ACEC) for the FLL North Runway Pavement Rehabilitation project. CMA provided civil engineering and CEI services as a subconsultant.

American Sports Builders Association Award

CMA was awarded the American Sports Builders Association Award 2020 Distinguished Single Field Facility for Orange Bowl Field at Glades Pioneer Park project. CMA provided civil engineering and landscape architecture services.

2020 South Florida Business Journal Business of the Year

Ranked number one in the $3 million - $24 million category. The program honors companies that set the standard for growth, service, quality, innovation and execution of a superb business strategy.

2020 Zweig Group Best Firms to Work For Award & Hot Firm List

Ranked number 24 in the multi-discipline category. The award recognizes the top firms leading the way in creating a workplace that inspires, motivates and rewards employees. Ranked number 62 in the Hot Firms List. The list recognizes the 100 fastest-growing engineering, architecture, planning and environmental consulting firms in the U.S. and Canada.

2020 Sun Sentinel South Florida Top Workplace

The awards recognize companies deemed by their employees to be the Top Workplace in South Florida. CMA ranked 15th in the small employer group

2020 South Florida Business Journal Best of Places to Work South Florida

The awards recognize companies deemed by their employees to be the Best Places to Work in South Florida. CMA ranked 8th in the medium-sized business category.

RESOLUTION NO. R25-065

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE FINAL RANKINGS FOR REQUEST FOR QUALIFICATIONS NO. PLDEV25-011R FOR COMPREHENSIVE PLAN REVIEW PROFESSIONAL SERVICES (CONSULTANT) AS RECOMMENDED BY THE EVALUATION COMMITTEE AND ALLOW NEGOTIATIONS TO BEGIN WITH THE TOP-RANKED PROPOSER CHEN MOORE AND ASSOCIATES, INC., AND IF NEGOTIATIONS FAIL TO CULMINATE INTO AN AGREEMENT WITH THE TOP-RANKED PROPOSER, ENABLE STAFF TO TERMINATE NEGOTIATIONS AND ALLOW NEGOTIATIONS TO BEGIN WITH THE 2ND-RANKED PROPOSER KIMLEY-HORN AND ASSOCIATES, INC.; AND FOR ALL OTHER PURPOSES.

WHEREAS, a comprehensive plan is crucial for the City of Boynton Beach as it provides a clear, strategic roadmap for sustainable growth, development, and resource management. This plan ensures that future decisions align with the city's long-term goals, addressing key areas such as infrastructure, land use, housing, environmental protection, and economic development. By proactively planning for the City's needs and challenges, the City can effectively manage growth, improve the quality of life for its residents, and ensure that development is balanced with environmental and community considerations. A well-developed comprehensive plan serves as a foundational tool for decision-making, fostering a cohesive vision for the city's future while adapting to changing circumstances and opportunities; and

WHEREAS, the City needed a new Comprehensive Plan. To facilitate this process, the Purchasing Division worked with Planning and Development to develop a Request for Proposal ("RFP") pursuant to the Consultants' Competitive Negotiation Act (CCNA). The RFP was released on December 4, 2024, with a non-mandatory pre-proposal meeting on December 17, 2024. The solicitation was distributed to create maximum competition and had a proposal submission due date of January 27, 2025. As a result of the broadcast, the City received nine proposal submissions from the RFP. The evaluation committee was comprised to review the nine submittals in accordance with the criteria of the RFP; and

WHEREAS, the evaluation committee began reviewing and preliminary scoring the proposals after they were distributed. On February 18, 2025, the committee met at a publicly

noticed, open-to-the-public meeting to discuss the submittals and the pros and cons of each. As a result of the meeting, the committee determined it was in the City's best interest to shortlist the top three scoring proposal packages and request presentations; and

WHEREAS, On March 3, 2025, the evaluation committee witnessed presentations from the top three ranked firms:

1. Chen Moore and Associates, Inc.
2. Kimley-Horn and Associates, Inc.
3. Calvin, Giordano & Associates, Inc.; and

WHEREAS, after witnessing the presentations, the evaluation committee reconvened in a publicly noticed meeting open to the public to assess each presentation's strengths and weaknesses. Following this discussion, the committee decided to eliminate Calvin, Giordano & Associates, Inc. from consideration and proceed with ranking the top two firms. As a result of the evaluation, Chen Moore and Associates, Inc. was ranked as the top firm, while Kimley-Horn and Associates, Inc. was ranked second; 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 final rankings for Request for Qualifications No. PLDEV25-011R for Comprehensive Plan Review Professional Services (Consultant) as recommended by the evaluation committee and allow negotiations to begin with the top-ranked proposer Chen Moore and Associates, Inc., and if negotiations fail to culminate into an agreement with the top-ranked proposer, enable staff to terminate negotiations and allow negotiations to begin with the 2nd-ranked proposer Kimley-Horn and Associates, 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 final rankings for Request for Qualifications No. PLDEV25-011R for Comprehensive Plan Review Professional Services (Consultant) as recommended by the evaluation committee and

allow negotiations to begin with the top-ranked proposer Chen Moore and Associates, Inc., and if negotiations fail to culminate into an agreement with the top-ranked proposer, enable staff to terminate negotiations and allow negotiations to begin with the 2nd-ranked proposer Kimley-Horn and Associates, Inc.

SECTION 3. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this 18th day of March 2025.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Rebecca Shelton	✓	
Commissioner – Angela Cruz	✓	
~~Commissioner~~ Vice Mayor – 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

Rebecca Shelton
Mayor

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Resolution No. R25-124 Approve a Piggyback Agreement with RISK MANAGEMENT ASSOCIATES, INC. A/K/A BROWN & BROWN PUBLIC SECTOR through the Town of Jupiter RFP HR001-2023 for Property and Casualty Insurance.

Requested Action: Staff recommends approval of Proposed Resolution No. R25-124.

Explanation of Request: Insurance broker services are essential to the City of Boynton Beach as they provide expert guidance in protecting public assets, managing municipal risk, and ensuring compliance with local, state, and federal regulations. Brokers help the City secure tailored insurance coverage for infrastructure, vehicles, and operations while identifying exposures in areas such as public works, law enforcement, and events. They offer strategic policy analysis, oversee claims to ensure fair settlements, and assist in reviewing vendor and contractor insurance to reduce liability. Additionally, brokers support budget predictability by controlling premium costs and preventing coverage gaps, ultimately serving as trusted advisors in safeguarding the City's financial and operational interests.

Staff conducted research and identified a suitable contract under the Town of Jupiter's RFP HR001-2023, which qualifies for the procurement piggyback exemption. The contract is active through September 30, 2025, with an option for the City to renew for an additional one- to two-year period. Furthermore, staff successfully negotiated reduced commission rates, lowering the Property and Casualty lines from 10% to 7%, and Workers' Compensation from 7% to 5%, thereby generating additional cost savings for the City.

Piggybacking at the City of Boynton Beach is an important strategy for maximizing efficiency and cost savings in procurement processes. By leveraging contracts and agreements that have already been competitively bid and awarded by other governmental entities, the City can avoid the lengthy and resource-intensive process of issuing its own bids. This allows for faster acquisition of goods and services, ensuring that City projects and operations continue smoothly without unnecessary delays. Additionally, piggybacking promotes fiscal responsibility by enabling the city to take advantage of favorable pricing and terms that have already been negotiated, ultimately benefiting taxpayers. It also fosters collaboration among local governments, enhancing resource sharing and creating opportunities for better service delivery to the community.

How will this affect city programs or services? Brokers help the City secure tailored insurance coverage for infrastructure, vehicles, and operations while identifying exposures in areas such as public works, law enforcement, and events.

Budgeted Item: Yes

Account Line Item and Description: 522-1710-519.49-17

Fiscal Impact: No fiscal impact

Attachments:
Resolution No. R25-124 for Brown & Brown Property and Casualty Insurance.docx
RFP HR001-2023 RMA, Inc. Response 5-30-23 (1).pdf
Contract and Notice of Acceptance Letter - Brown and Brown
Brown & Brown Offering Rate to the City of Boynton Beach.pdf
Bid Evaluation Form.PDF
PB - Brown and Brown - Insurance Broker Services.docx

RESOLUTION NO. R25-124

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH RISK MANAGEMENT ASSOCIATES, INC., (AKA) BROWN & BROWN PUBLIC SECTOR, UTILIZING THE TOWN OF JUPITER REQUEST FOR PROPOSAL HR001-2023 FOR PROPERTY AND CASUALTY INSURANCE; AND FOR ALL OTHER PURPOSES.

WHEREAS, insurance broker services are essential to the City of Boynton Beach as they provide expert guidance in protecting public assets, managing municipal risk, and ensuring compliance with local, state, and federal regulations. Brokers help the City secure tailored insurance coverage for infrastructure, vehicles, and operations while identifying exposures in areas such as public works, law enforcement, and events. They offer strategic policy analysis, oversee claims to ensure fair settlements, and assist in reviewing vendor and contractor insurance to reduce liability. Additionally, brokers support budget predictability by controlling premium costs and preventing coverage gaps, ultimately serving as trusted advisors in safeguarding the City's financial and operational interests; and

WHEREAS, the Town of Jupiter issued a Request for Proposal ("RFP") No. HR001-2023 for Property and Casualty Insurance, awarded the solicitation to Risk Management Associates, Inc., a/k/a Brown & Brown Public Sector ("Brown & Brown") and entered into a Contract with Brown & Brown; and

WHEREAS, the City desires to Piggyback the Town of Jupiter and Brown & Brown Contract; and

WHEREAS, the City desires to enter into a Piggyback Agreement with Brown & Brown for Property and Casualty Insurance; 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 Piggyback Agreement with Brown & Brown for Property and Casualty Insurance.

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 Piggyback Agreement between the City and Brown & Brown for Property and Casualty Insurance (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 Steve Shields and Andrew Rozwadowski to forward to Brown & Brown.

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

[SIGNATURES ON THE FOLLOWING PAGE]

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

RFP #HR001-2023

Property and Casualty Insurance

Response Prepared By:

Risk Management Associates, Inc.
Brown & Brown Public Sector
A wholly owned subsidiary of Brown & Brown, Inc.

Matt Montgomery – Executive Vice President
300 North Beach Street
Daytona Beach, FL 32114
(386) 239-7245 – Direct | matt.montgomery@bbrown.com

Submittal Date: May 30, 2023 at 2:00 PM

Electronic Copy

Brown & Brown

Town of Jupiter, FL

Request for Proposal No. HR 001-2023
Property and Casualty Insurance

	Section
Transmittal Letter	**1**
Required Response Forms	**2**
Proposer Experience and Qualifications	**3**
References	**4**
Service Capabilities Customer Services Loss Control Services Claim Services	**5**
Coverage Proposal / Summary	**6**
Preferred Governmental Insurance Trust Trust Structure *Preferred* Financials	**7**
Brown & Brown, Inc. Financials	**8**

Section 1

Transmittal Letter

May 30, 2023

Attn.: Daisy Sand, Risk Manager
Town of Jupiter
210 Military Trail
Jupiter, FL 33458

Re: RFP No. HR 001-2023 – Property and Casualty Insurance

Dear Ms. Sand,

On behalf of Risk Management Associates, Inc. (a.k.a. Brown & Brown Public Sector), a wholly owned subsidiary of Brown & Brown, Inc, we are pleased to submit our bid for The Town of Jupiter's Property and Casualty Insurance solicitation. It is our intent to continue to demonstrate our firm's willingness and ability to meet and exceed the terms requested. Our philosophy is, and always will be, to ***exceed our clients' expectations while maintaining high professional and ethical standards.*** You will find in our response many compelling reasons why our company is best suited to continue to serve the Town's risk management needs.



Market Presence
Top 5 largest insurance broker in the United States of America – $25+ Billion in premiums placed on behalf of our clients providing them unparalleled access to market and quote options.



Public Sector Experience
Our service office works only with public entities, so we are 100% focused on your business every day. We represent more Florida Governments than any other broker, with over 200 public entity clients. We also provide a nationwide network of public entity specialists to ensure the best governmental products and services in the country.



Homegrown Florida Company
Founded in 1939 in Daytona Beach, our company remains proudly Florida domiciled.



Local Presence
60 offices and 3,500 Teammates based in Florida alone. Serving communities from Key West to the Panhandle, our reach is unmatched within the State!



The A-Team
Our team brings a unique perspective from representing public entities of various sizes and complexities, **plus** world-class corporate resources available **at your fingertips**.



Key Partnerships
We are proud to foster relationships with companies and industry experts in government that will bring value to the Town's risk management program. Of utmost importance to the Town is that our office is the largest broker by volume for the Town's current Property, Liability and Workers' Compensation insurance carrier, the *Preferred* Governmental Insurance Trust.

Our firm has served the risk management needs of Florida's public entities for **more than 30 years**. Our experience includes representing more than **100 Florida Cities, Counties and School Districts**. These clients are served from our offices in Daytona Beach, the servicing office proposed herein.

Our team includes **industry leaders** within the Florida public entity insurance and risk management space. We have consistently grown our book of business because we have consistently **invested** in our personnel and infrastructure to bring more to our customers. Our customers agree – we encourage you to reach out to our references.

Brown & Brown Public Sector, (Risk Management Associates, Inc.), the retail office that exclusively serves Florida Public Entities, is uniquely qualified to provide the services outlined in this Solicitation. Our team commits to the Town staff that we will continue our relationship with an in depth and aggressive review of all risks and offer consistent strategic improvements.

Our knowledge base, service commitment, regional expertise, and local presence make our firm exceptionally prepared to exceed the Town's service expectations. It is our intent to continue our service commitment as well as our firm's willingness and ability to provide the Town's requested services. We appreciate your consideration and look forward to further correspondence regarding our offerings.

Sincerely,



Matthew Montgomery
Executive Vice President
(Authorized Company Officer and Representative)
Matt.Montgomery@bbrown.com
(386) 239-7245 Direct Office | (386) 239-4049 Fax
300 North Beach Street | Daytona Beach, FL 32114

Section 2

Required Response Forms

TOWN OF JUPITER, FL
Request for Proposal
RFP No. HR 001-2023
PROPERTY AND CASUALTY INSURANCE

RFP SPECIFICATIONS
GENERAL CONDITIONS

THESE INSTRUCTIONS ARE STANDARD FOR ALL REQUESTS FOR PROPOSALS ("RFP") FOR COMMODITIES/SERVICES ISSUED BY THE TOWN OF JUPITER ("TOWN"). THE TOWN MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO PROPOSERS OR IN THE PROPOSAL SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. THE PROPOSER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS RFP SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE PROPOSER REGARDLESS OF ANY LANGUAGE IN PROPOSER'S CONTRACT TO THE CONTRARY. THE PROPOSER's ACKNOWLEDGMENT MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL.

The Town of Jupiter, Florida, solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications and conditions set forth in this request are incorporated by this reference into your response. Proposals will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All proposals must be sealed and received in the Town's Clerk Office at 210 Military Trail, Jupiter, Florida, 33458, by the "RFP Opening Date & Time" referenced above. Seven (7) copies of the proposal plus one on CD in PDF format must be received. All envelopes containing sealed proposals must reference the "RFP Title" and the "RFP Opening Date & Time." The Town is not responsible for lost or late delivery of Proposals by the U.S. Postal Service or other delivery services used by the Bidder. After bid opening, vendors shall not be allowed to withdraw a bid in less than ninety (90) days, unless otherwise specified.

SEALED PROPOSALS: This form must be executed and submitted with all Proposal sheets in a sealed envelope. The face of the envelope shall contain the above address, the date and time of Proposal opening and Proposal number. Proposals not submitted on attached Proposal Form may be rejected. All Proposals are subject to the conditions specified herein. Those, which do not comply with these conditions, are subject to rejection.

THE FOLLOWING MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE BIDDER.

SIGNATURE: _____ DATE: 5/24/2023

COMPANY NAME: Risk Management Associates, Inc.

MAILING ADDRESS: 300 North Beach Street

CITY, STATE, ZIP: Daytona Beach, FL 32114

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 59-2445801

TELEPHONE NUMBER: (386) 239-7245 EMAIL: matt.montgomery@bbrown.com

PROPOSALS WILL BE OPENED 2:00 P.M. (EST), Tuesday, May 30, 2023.
TOWN AGENT: Daisy Sand, Risk Manager; Fax: (561) 745-1527

TOWN OF JUPITER, FL
Request for Proposal
RFP No. HR 001-2023
PROPERTY AND CASUALTY INSURANCE

REQUEST FOR PROPOSAL(RFP)

PROCUREMENT NUMBER: **RFP # HR001 - 2023**	PROCUREMENT TITLE: **Property and Casualty Insurance**
OPENING DATE: **Monday, May 8, 2023**	CLOSINGING DATE & TIME: **Tuesday, May 30, 2023 at 2:00 p.m.**

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quotation for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this quotation and certify that I am authorized to sign this quotation for the vendor. In submitting a quotation to the Town of Jupiter (TOJ) the vendor offers and agrees that if the quotation is accepted, the vendor will convey, sell, assign or transfer to the TOJ all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the TOJ. At the TOJ's discretion, such assignment shall be made and become effective at the time the TOJ tenders final payment to the vendor.

CORRECT LEGAL NAME OF COMPANY: Risk Management Associates, Inc.

MAILING ADDRESS: P.O. Box 2416, Daytona Beach, FL 32115

PHONE NUMBER: (386) 239-7245	FAX NUMBER: (386) 239-4049
NAME OF AUTHORIZED AGENT: Matthew Montgomery, Executive Vice President	SIGNATURE OF AUTHORIZED AGENT: DATE: 5/24/2023

PLEASE INITIAL/ACKNOWLEGDE THE RECEIPT OF THE FOLLOWING ADDENDUMS THAT APPLY:

MR ADDENDUM # 1 MR ADDENDUM # 2 MR ADDENDUM # 3 MR ADDENDUM # 4 ____ADDENDUM # 5

- **THIS COMPLETED FORM MUST BE RETURNED WITH RFP. FAILURE TO SIGN RFP WILL RESULT IN DISQUALIFICATION OF SUBMITTAL.**
- **RFP MUST BE SUBMITTED TO THE TOWN CLERK'S DEPARTMENT IN A SEALED ENVELOPE, MARKED WITHRFP NUMBER & CLOSING DATE.**
- **RFPS RECEIVED AFTER THE ABOVE CLOSING DATE AND TIME WILL NOT BE ACCEPTED.**

TOWN OF JUPITER, FL
Request for Proposal
RFP No. HR 001-2023
PROPERTY AND CASUALTY INSURANCE

PROPOSER "STATEMENT OF QUALIFICATIONS"

Property and Casualty Insurance Coverage.
(Complete a Statement of Qualifications for each Carrier).

Coverage's Being Quoted: Property, Equipment Breakdown, Inland Marine, Crime, General Liability, Law Enforcement Liability, Public Officials/Employment Practices Liability, Automobile Liability & Physical Damage, Workers' Compensation, Pollution Liability, AD&D, Watercraft Hull and Railroad Protective Liability`

1. **Name of Firm:** Risk Management Associates, Inc.

Headquarters Address: 300 North Beach Street, Daytona Beach, FL 32114

Contact Name: Matthew Montgomery

AMBEST RATING: All Preferred Excess Carriers are rated A- or better by A.M. Best. Please see Tab 7 for further details.

-or-

Other Rating Group Name: _____ **Rating:** _____

2. **Address of office where work will be performed:** _____

300 North Beach Street, Daytona Beach, FL 32114

3. **We hold licenses as follows:**

Name of Individual	State	Type
Matthew Montgomery	FL	2-20, 2-15
Robin Russell, ARM-P, CISR, CSRM	FL	2-20, 1-20, 2-15
William "Bill" Wilson	FL	2-20
Patricia Jenkins	FL	2-20
Alexa Gray	FL	2-20

4. Names, titles, professional qualifications and educational background for the principal and staff responsible for the account. (Please attach resumes) Please refer to Section 3 for resumes.

5. For each of the above persons, please indicate their length of service in their present position with your firm, and in the same industry. Please refer to Section 3 for details.

6. Describe your service capabilities elsewhere in the United States (offices, employees, and special skills): Please refer to Section 3 for details.

TOWN OF JUPITER, FL
Request for Proposal
RFP No. HR 001-2023
PROPERTY AND CASUALTY INSURANCE

STATEMENT OF QUALIFICATIONS: Continued...

7. Attach a description of your firm's experience with Florida public entities within the past five (5) years, indicating the name and size of the entity, length of time worked with client and type of services and coverage provided. Preference will be given to those firms with five (5) or more years of Public Entity experience. Please refer to Section 3 for details.

8. Do you have contingency commission arrangements? ( ) Yes (X) No, If yes, please provide details.

9. Describe your capabilities and experience in: Please see Section 2 for details.

   A. Self-insurance plans (Small SIR):

   B. Cash flow plans:

   C. Trusts and pools:

10. How often will you review claims and reserves? We will meet quarterly or more often if desired by Town Staff.

11. Will you provide loss frequency and severity forecasts? (X) Yes ( ) No

    Describe:
    We can offer in-house forecasts based on the Town's past experience. We have access to Loss Data since 1997.

12. Can you provide loss development and trending analyses? (X) Yes ( ) No

    Describe:
    We can offer in-house assistance with the requested analysis.

13. Can you establish property "maximum" foreseeable "loss" and "probable maximum "loss" estimates? (X) Yes ( ) No

    Describe:
    This will be provided through one of our sister companies.

14. Please attach a list by name, approximate annual premium (if not confidential), and the services rendered to your three (3) largest accounts which are similar to our Town in size and scope of operations. Please see section 4 for references.

TOWN OF JUPITER, FL
Request for Proposal
RFP No. HR 001-2023
PROPERTY AND CASUALTY INSURANCE

CLAIMS ADMINISTRATION (TPA) RESPONSE

N/A

Complete This Section Only If Your Proposal Includes TPA Claims Administration Fees or Costs
(Attach your responses on supplemental pages)

Claims Administration and Staffing:

1. Provide information on the size of your firm, e.g. size of staff, locations, volume of claims handled, etc.

2. How many persons will be assigned to the Town's account? Have you separately provided a listing of these persons and their credentials? Which persons will handle workers' compensation, first aid and medical claims only and which will handle indemnity claims?

3. Explain the workloads of your indemnity adjusters and medical only claims handling staff. What is your formula for establishing a ratio of adjusters to claims? How many claims do they handle? **Explain.**

4. What assurances can you provide that these formulas will not be materially exceeded?

5. What is the turnover of your staff? **Explain.**

6. Do you use contract adjusters, private investigators, medical claims auditors, attorneys, and others outside of your firm and to what extent to do you perform field adjusting with your own employees?

7. Explain any special contracts with outside adjusters, private investigators, medical claims auditors, attorneys or others that result in discounts to your customer for use of their services.

Claims Handling

1. Proposer agrees to perform the claims handling services/functions required to perform the functions of this request for proposals.

2. Explain any of your basic claims handling services that are not included in your proposal.

3. Explain your emergency response procedure when the injury and/or damage require immediate response.

4. Do you have a quality assurance program? Please explain.

5. How often are claims files reviewed by supervisors and auditors within your firm?

6. Proposer agrees to quarterly claim and reserve reviews with the Town at a minimum.

7. Describe your standardized reserving practices? Comment briefly about your policy and formulas for establishing reserves, developing incurred but not reported claims estimates, and the extent to which you will consider Town opinion on reserves.

N/A

Coordination with Excess Insurer

1. State how you will meet excess insurer's reporting requirements. Confirm that you will respond to the requirements of the Town's excess insurers, now and in the future.

Claims Service Beyond Termination of Agreement

1. Explain briefly your plan of action for service beyond termination of your contract.

Administration Contract

1. Claims files and other records, documents, lists, supplies, etc. pertaining to claims are property of the Town and will be given to the Town upon contract termination. (You are permitted to make duplicate copies of the files, records, documents etc. subsequent to contract termination).

2. Provide sample claim forms, especially other than industry standard forms for Florida workers compensation claims.

Claims Experience Records/Reports

1. Claims information must be provided in an easily understood and as easily readable format.

2. Claim Reports shall include a description of each claim and the amounts paid, collected and reserved.

3. Proposer agrees to provide reports within twenty (20) days of the end of each month which recap each year's experience, including prior years to date.

4. Proposer must provide claims information and a separate breakdown by each department or division.

Information Management System

1. Briefly describe your management information system and its attributes.

2. Do you have Internet Browser accessibility into your database from a Town PC and modem?

3. List any special conversion systems, license and software costs, or other charges for accessing your system. **Explain.**

5. State the extent to which you can electronically interface with managed care providers.

6. Proposer shall provide the following information in monthly reports: persons involved, type of accident, accident site, department, date and time, cause of accident, injury, part of body, Current Reserves, Paid, Collections, and Total Incurred.

N/A

7. Provide a listing and samples of your *basic* claims reports and the cost basis for each report.

8. Provide a listing and samples of your *special* claims reports and the cost basis for each report.

9. State how long you will retain the Town's claims records.

10. Explain your capabilities for evaluating the Town's workers compensation experience modification factor and for affecting a revised modification factor.

Claims Funding

1. Can you accommodate the Town's desires with regard to banking and issuing checks for the self-insurance program?

2. Describe the preferred banking arrangements proven most efficient and that you recommend to the Town for prompt payment of claims.

Other

1. Proposer agrees to hold harmless and indemnify the Town for any errors in handling claims and for fines, penalties, interest and attorney fees which may result from your acts or omissions.

2. Proposer agrees to indemnify the Town for any payments in excess of valid claims that cannot be recovered, except for such payments resulting from the Town's sole negligence.

3. Briefly describe the extent to which you will provide legal defense and/or pay claims in the event of suit by employees for Discrimination, Harassment, Wrongful Discharge and/or Back Wages claims and suits.

4. Proposer agrees that the Town may direct payment of claims, including setting limits on the amount that can be paid without special authorization.

5. Proposer agrees that the Town may use its own attorneys and/or that attorneys must be approved by the Town.

6. Proposer agrees that the Town has the right to inspect, copy or audit the files, including the right to use an outside auditor

7. Proposer agrees to extend their cooperation to the Town of Jupiter's outside auditor.

TOWN OF JUPITER, FL
Request for Proposal
RFP No. HR 001-2023
PROPERTY AND CASUALTY INSURANCE

CLAIMS TPA RESPONSE - (Proposer's References)

N/A

REFERENCES

1. Provide references for at least five customers, including customers served by the firm's proposing office. Show the following information for each reference:

1.1 **Organization:** _____

Number of Employee: _____

Address: _____

_____

Contact/phone #: _____

Services/dates: _____

1.2 **Organization:** _____

Number of Employee: _____

Address: _____

_____

Contact/phone #: _____

Services/dates: _____

1.3 **Organization:** _____

Number of Employee: _____

Address: _____

_____

Contact/phone #: _____

Services/dates: _____

N/A

1.4 **Organization:** _____ _____

Number of Employee: _____

Address: _____

_____

Contact/phone #: _____

Services/dates: _____

1.5 **Organization:** _____

Number of Employee: _____

Address: _____

_____

Contact/phone #: _____

Services/dates: _____

We have attached a completed W-9 form and a completed Vendor/Bidder Disclosure form with our response.

The following should appear at the end of your Claims Admission submission.

Signed: _____

Print Name: _____

Title: _____

Company Name: _____

Date: ____/____/____

TOWN OF JUPITER, FL
Request for Proposal
RFP No. HR 001-2023
PROPERTY AND CASUALTY INSURANCE

CLAIMS TPA RESPONSE
THIRD PARTY CLAIMS ADMINISTRATION: FEE SCHEDULE

N/A

Firm Name: _____ Representative: _____

Firm Location: _____ Email: _____

Telephone: Toll Free ( )_____ Voice ( )_____ Fax ( )_____

Cost Basis for Your Services: Provide details below and/or by attachment, e.g. flat fees, per claim or per hour, any minimums or maximums and any guarantees, e.g. three-year guarantees, claims handling after termination. If quantifiable as an annual cost, please show in the Annual Cost column.

Workers' Compensation Claims	Fee	x	Estimated Number	=	Annual Cost
Basic claims handling services - New claims					
Medical only claims	$	x		=	$
Indemnity claims	$	x		=	$
Option to take over open claims at inception					
Medical only claims	$	x		=	$
Indemnity claims	$	x		=	$
(Items below that are left blank will be assumed "Not Proposed")					
Basic claims experience reports - Specify, by attachment, which reports are basic					$
Reports to state, federal regulators, rating bureaus					$
Option to integrate summary data from old claims files into data base					$
Special claims experience reports - Specify what report, by attachment					$
Data processing dial-up inquiry system (not including Town hardware)					$
Experience modification evaluation					$
Agent/broker commission, finder fee or other remuneration, if any					$
Other costs (Specify)					$
Contract adjusters, private investigators, medical claims auditors, others outside your firm					$
State assessments					$
Total Annualized Cost					$

Signed:_____ Print Name: _____ Date:_____

Title:_____ Company Name:_____

TOWN OF JUPITER, FL
Request for Proposal
RFP No. HR 001-2023
PROPERTY AND CASUALTY INSURANCE

PROPOSER'S ACKNOWLEDGEMENT FORM
INSURANCE COVERAGE RFP

DATE SUBMITTED: 5/30/2023

1. The undersigned Proposer, hereby warrants and affirms under oath and penalty of perjury that the only person(s) who has a financial interest in the Proposal as Principal(s) is/are expressly named herein; that no other person(s) other than those listed herein has any financial interest in this Proposal or in the Contract to be awarded; that this Proposal is made without the joint or co-venture, partnership, assistance or other relationship or connection with any other person or entity submitting a Proposal in this procurement; and that the Proposal made is in all respects fair, in good faith and made without collusion or fraud.

2. The Proposer further declares that the Proposer is fully informed as to all conditions pertaining to the location of the Town of Jupiter; that the Proposer has examined the Contract Documents, including but not limited to, the Request For Proposals, Instructions to Proposers, Proposal Form, Sworn Statement on Public Entity Crimes, Sample Contract, General and Supplemental Conditions, and all other forms included with the RFP Documents, and has read all of the Proposal Documents furnished by the Town prior to the opening of Proposals; and that the Proposer fully understands the coverages to be provided.

3. If this Proposal is accepted, it is understood that all terms and conditions of the Proposal documents shall be binding upon the parties. If awarded the Contract, the undersigned Proposer agrees to execute a Contract with Town of Jupiter which shall memorialize the terms and conditions of the policies including the required coverages.

4. The Proposer understands that this Proposal does not constitute a contract with the Proposer. There is no official contract binding the parties until: (1) Proposals are reviewed and accepted by reviewing committee; (2) the Contract has been approved by the Town Council; and (3) the Contract has been executed by both parties.

5. The undersigned Proposer understands and agrees that if the Proposer is awarded the Contract but fails to execute and deliver the Contract and the insurance policies within thirty (30) days after receipt of the Contract, the contract becomes null and void.

6. The legal name of the Proposer together with the signature of the person authorized to bind the Proposer, and the signature of any licensee qualifying the Proposer, must appear on the signature page of this Proposal.

7. The Proposer understands and agrees that the Proposer must provide all necessary insurance policies as described in the RFP.

8. The undersigned Proposer hereby states that, in making this Proposal, the Proposer has complied with Florida Statutes 220.

TOWN OF JUPITER, FL
Request for Proposal
RFP No. HR 001-2023
PROPERTY AND CASUALTY INSURANCE

SWORN STATEMENT UNDER 287.133(3)(A)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER QATHS.

1. This sworn statement is submitted with Proposal for Property and Casualty Insurance

2. This sworn statement is submitted by Risk Management Associates, Inc.
(Name of entity submitting sworn statement)
Whose business address is 300 North Beach Street, Daytona Beach, FL 32114
(if applicable) its Federal Employer Identification Number (FEID) is 59-2445801
if the entity has no Federal Employer Identification, include the Broker Number of the individual signing this sworn statement _____

3. My name is Matthew Montgomery and my relationship
(Please print name of individual signing this form)
to the entity named above is Executive Vice President

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g) Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   6.1. A predecessor or successor of a person convicted of a public entity crime; or
   6.2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima fascia case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives , partners, shareholders, employees , members, and agents who are active in management of an entity.

IMPORTANT: THE INSURANCE AGENCY AND/OR BROKER MUST COMPLETE THIS SECTION BEFORE SIGNING FORM.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(Please indicate which statement applies.)**

_X_ Neither the entity submitting this sworn statement, or any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in neither management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the final order.]

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity ONLY and that this form is valid through December 31st of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

State of Florida
County of Volusia

Subscribed and sworn to (or affirmed) before me on this 24th day of May,

2023 by Matthew Montgomery
(Name of Signer)

(Signature)

Robin Lee Russell
(Notary Signature)

ROBIN LEE RUSSELL NOTARY PUBLIC MY COMMISSION EXPIRES 9-30-2026 STATE OF FLORIDA COMMISSION NUMBER HH 270626

My Commission expires: 9/30/2026

TOWN OF JUPITER, FL
Request for Proposal
RFP No. HR 001-2023
PROPERTY AND CASUALTY INSURANCE

PROPOSAL'S CERTIFICATION FORM

The below signed Proposer certifies that he/she has read, carefully examined, and thoroughly understands the terms, conditions, and specifications contained in the RFP and any other documents accompanying or made a part of this RFP. I hereby propose to furnish the services specified in the RFP. Furthermore, I agree to abide by all conditions of this RFP. I certify that all information contained in this submittal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Proposal on behalf of the firm or entity who is the Proposer, as its act and deed and that the Proposer is ready, willing and able to perform if awarded the contract.

I further certify that this Proposal is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a Proposal for the same service; no officer, employee or agent of the Town of Jupiter or of any other Proposer interested in the Proposal; and that the undersigned executed this Proposal's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Risk Management Associates, Inc.
NAME OF BUSINESS

matt.montgomery@bbrown.com
E-MAIL ADDRESS

BY: Matthew Montgomery, Executive Vice President
PRINTED NAME AND TITLE

State of Florida
County of Volusia

Subscribed and sworn to (or affirmed) before me on this 24th day of May,

2023, by Matthew Montgomery
(Name of Signer)

(Signature)

(Notary Signature)

(Seal)

ROBIN LEE RUSSELL NOTARY PUBLIC MY COMMISSION EXPIRES 9-30-2026 STATE OF FLORIDA COMMISSION NUMBER HH 270528

My Commission expires: 9/30/2026

TOWN OF JUPITER, FL
Request for Proposal
RFP No. HR 001-2023
PROPERTY AND CASUALTY INSURANCE

DRUG FREE WORKPLACE FORM

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more Proposals which 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 Proposal 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 Proposals 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:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. 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.

3. Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, 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 such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. 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.

THIS CERTIFICATION is submitted by Matthew Montgomery the
(Individual's Name - please print)

Executive Vice President of Risk Management Associates, Inc.
(Title/position with company/vendor) *(Name of company/vendor)*

Who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signed: _____ Date: 5/24/2023

TOWN OF JUPITER, FL
Request for Proposal
RFP No. HR 001-2023
PROPERTY AND CASUALTY INSURANCE

NON-COLLUSIVE AFFIDAVIT FORM

State of Florida

County of Volusia being first duly sworn deposes and says that:

1. He is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.

2. The Proposal is genuine and is not a collusive or sham Proposal.

3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contact for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.

4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Subscribed and sworn to (or affirmed) before me on this 24th day of May,

2023, by Matthew Montgomery
(Name of Signer)

(Signature)

Robin Lee Russell
(Notary Signature)

(Seal)

ROBIN LEE RUSSELL NOTARY PUBLIC MY COMMISSION EXPIRES 9-30-2026 STATE OF FLORIDA COMMISSION NUMBER HH 210628

My Commission expires: 9/30/2026

PROPOSER SUPPLEMENTAL INFORMATION

Please add any additional supplemental information in this section.

Section 2: Required Response Forms

9. Describe your capabilities and experience in:

a. Self-Insurance Plans (Small SIR):

Self-Insured plans are a viable option for many Florida public entities based on their premium level and appetite for risk. An SIR program offers reduced premiums in return for the entity taking on more risk in the form of higher retentions, ranging from $100,000 to over $500,000. Within the SIR the entity bears the claim costs, TPA costs and attorney's fees. These costs are all included in a traditional first dollar program and paid for by the carrier. Brown & Brown Public Sector currently has over 30 clients in various SIR programs. We utilize in-house claims data to determine if an SIR plan would be a viable option for our clients considering the change in coverage. A detailed comparison is given to the entity outlining the cost and exposure differences between first dollar and an SIR program. Higher deductibles are also an option over an SIR program. In the *Preferred* program the deductible only applies to the judgement against the entity. Claim costs and attorney fees are paid by *Preferred*.

b. Cash Flow Plans:

These plans have been used in past years by various workers compensation carriers to provide a competitive program to their clients. They are rarely used today and with the discounts provided by *Preferred* a Cash Flow plan would not be competitive.

c. Trusts and Pools:

Brown & Brown Public Sector is very familiar with the three main Florida public entity trusts in Florida; *Preferred*, FMIT and PRM. We are the largest agent for *Preferred* and have represented the trust since their inception in 2000. We regularly compete with the other two trusts and are familiar with their programs.

NOTE: The RFP under "Proposal Guidelines" section 1-12(b) requests our Errors & Omissions coverage SIR/Deductible be shown on our certificate of insurance given to the Town of Jupiter. Brown & Brown has a corporate policy of not disclosing the SIR amount to the public. You will see in the attached company financials that Brown & Brown has the resources to operate with an SIR above $25,000. Brown & Brown Public Sector responds to numerous RFP's each year and this has not been an Issue. Our CFO will be available to address any questions staff may have.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Jayne McGraw
Brown & Brown of Florida, Inc.	**PHONE (A/C, No, Ext):** (386) 239-5757 **FAX (A/C, No):** (386) 323-6190
300 N Beach Street	**E-MAIL ADDRESS:** Jayne.McGraw@bbrown.com
Daytona Beach FL 32114	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Travelers Property Casualty Company of America	25674
INSURER B :	The Continental Insurance Company	35289
INSURER C :	XL Specialty Insurance Company	37885
INSURER D :	The Charter Oak Fire Insurance Company	25615
INSURER E :	National Fire & Marine Insurance Company	20079
INSURER F :	Lloyds	

INSURED
BROWN & BROWN INC ET AL
RISK MANAGEMENT ASSOCIATES, INC.
PO Box 2412
Daytona Beach FL 32115

COVERAGES **CERTIFICATE NUMBER:** 23023 **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:			TC2JGLSA-9527B874-TIL-23	01/01/2023	01/01/2024	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 $ 1,000,000 $ 5,000 $ 1,000,000 $ 10,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			TJCAP-9527B862-TIL-23	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ 50,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			60111849429	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A If yes, describe under DESCRIPTION OF OPERATIONS below			UB-1R870198-23-51-K	01/01/2023	01/01/2024	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	INS AGENTS/BROKERS PROFESSIONAL LIAB E&O			US00106979EO23A	01/01/2023	01/01/2024	EA WRONGFUL ACT AGGREGATE	20,000,000 20,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
FOR INFORMATION

CERTIFICATE HOLDER	CANCELLATION
RISK MANAGEMENT ASSOCIATES INC P O BOX 2416 DAYTONA BEACH FL 32115	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE**

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Brown & Brown of Florida, Inc.	BROWN & BROWN INC ET AL
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance: Notes

CYBER LIABILITY COVERAGE:

POLICY #B0146CYUSA2301654-CARRIER F-LLOYDS-EFF 1/1/23-1/1/24-LIMIT $10,000,000

POLICY #42-EPP-319442-02-CARRIER E-NATIONAL FIRE & MARINE INSURANCE COMPANY-NAIC #20079-EFF 1/1/23-1/1/24-LIMIT OF LIABILITY PER CLAIM/AGGREGATE $5,000,000 EXCESS OF $10,000,000

POLICY #B0146CYUSA2301659-CARRIER F-LLOYDS-EFF 1/1/23-1/1/24-LIMIT OF LIABILITY EACH CLAIM/AGGREGATE $15,000,000 EXCESS OF $15,000,000

POLICY #USF01039623-CARRIER G-ALLIANZ GLOBAL RISKS US INSURANCE COMPANY-NAIC #35300-EFF 1/1/23-1/1/24-LIMIT OF LIABILITY EACH CLAIM/AGGREGATE

POLICY #PEO 0201 0413-CARRIER H-ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY-NAIC #41718-EFF 1/1/23-1/1/24-LIMIT OF LIABILITY EACH CLAIM/AGGREGATE

DATA BREACH = INFORMATION SECURITY & PRIVACY INSURANCE WITH ELECTRONIC MEDIA LIABILITY

MEDIA INTELLECTUAL PROPERTY LIABILITY, NETWORK SECURITY AND PRIVACY LIABILITY, CYBER EXTORTION, SOCIAL ENGINEERING, REPUTATION HARM AND CRYPTOJACKING IN THE AGGREGATE FOR CLAIMS, COSTS AND DAMAGES

WORKERS COMPENSATION COVERAGE (AZ, WI, MA):

POLICY UB-1R861269-23-51-R-INSURER A-TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA-WORKERS COMPENSATION--EFF 1-1-23 TO 1-1-24, LIMITS 1,000,000/1,000,000/1,000,000 - COVERS AZ, WI, MA

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AIA Document 310 - 2010 Bid Bond

CONTRACTOR (Name, legal status and address):

Risk Management Associates, Inc.
300 North Beach Street
Daytona Beach, FL 32114

SURETY (Name, legal status and principal place of business):

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER (Name, legal status and address):

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

Bond Amount: Five Percent (5%) of Amount of Attached Bid

PROJECT : (Name, location or address, and Project number, if any):

RFP No. HR 001-2023 Property and Casualty Insurance

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 in to 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 by the 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 30th day of May, 2023

Robin Russell
(Witness) (Seal)

Margie Hall
(Witness) Margie Hall (Seal)

Risk Management Associates, Inc.
(Principal) (Seal)

(Title) Executive Vice President

Travelers Casualty and Surety Company of America
(Surety)

(Title) Tyler D DeBord Attorney In Fact

Language conforms to AIA Document A310 Bid Bond
BID70001ZZ0311f

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Tyler D DeBord** of **DAYTONA BEACH**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **30th** day of **May**, **2023**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Section 3

Proposer Experience and Qualifications

Section 3: Proposer Experience and Qualifications

Our Company

Brown & Brown, Inc. was founded in 1939 (**in business for 84 years**) in Daytona Beach and has since grown to be the largest insurance intermediary in Florida and the 5th largest in the United States. We have over 450 offices in **the United States, England, Ireland, Canada, Grand Cayman, and Bermuda**, housing **more than 15,000 teammates**. We provide products and services to many industries in the USA and abroad. From our early beginnings as a family-owned business in Daytona Beach to our current status as a $3.6B international industry leader, we have remained strong and focused in Florida.

Powered by a culture that values high performance and perseverance, Brown & Brown is arguably the most efficient operating platform in the insurance brokerage business. We consistently deliver high-quality solutions and services to a broad array of customers. Our entrepreneurial culture is built on integrity, innovation, superior capabilities, and discipline. We view insurance differently and use our experience, carrier relationships, and principled customer focus to deliver first-class service and solutions.

Company Snapshot: Brown & Brown, Inc.

- ✓ Publicly traded Florida Corporation **formed in 1939 (operating for 84 years)**
- ✓ Financial strength - **$3.6 Billion annual revenues**
- ✓ Customer-focused, ethical, transparent, and long-term operating model
- ✓ Stringent **quality control** and operating system requirements
- ✓ Significant investment in people and **technological development** to best serve our clients
- ✓ Direct access to **national public entity** and other subject-matter experts

Brown & Brown began in Florida, and Florida remains one of our largest operations, including:

- **60 Florida** offices with more than **3,500** teammates
- **$2.6 Billion** of insurance premiums placed in Florida

One of our core philosophies, as communicated by Mr. J. Hyatt Brown, Chairman of Brown & Brown, illustrates our culture and corporate commitment:

"The best way is almost always the most difficult way. Long term success involves conflict with those who are not disciplined or committed. Our model is designed to allow those uncommitted, undisciplined people to find other companies whose focus is not forever."
J. Hyatt Brown

Brown & Brown Public Sector

The Brown & Brown Public Sector team is a highly specialized unit of insurance advisors trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida.

We have proven over nearly three decades of service to local governments that we are a highly sophisticated and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients. We have built our reputation by empowering our governmental clients to outperform their industry peers and lower their cost of risk; all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients and their staff.
Our team delivers industry-leading programmatic results and administrative services, specifically to Florida's Public Sector. The key components of our service offering include the following:

- Risk Management Program Philosophy / Short and Long-term Planning Objectives
- Risk Exposure Identification and Analysis
- Insurance Program Design, Marketing, and Placement within Budgetary objectives
- Global Market Relationships and Unfettered Access
- Enterprise Risk Management Consulting
- Concierge-Level Service and Administrative Support
- Claims Advocacy – Onsite Disaster Claims Coordination and Resources
- Safety & Loss Control (24 Consultant Hours Included) and Claims Mitigation Strategies
- Insured Asset Schedule Management
- Communicate Legislative Impacts, Industry Trends and Market Conditions

The Brown & Brown team provides **the best combination of the most important factors** that are of interest to the Board in selecting an insurance broker partner.

- ✓ ***We are a team of passionate, motivated, hard-working insurance industry leaders who look forward to working with and servicing the Board's program with an injection of expertise, energy, and fresh ideas.***
- ✓ We will provide the most unique perspective to property placement with a team that has both small and large public entity clients.
- ✓ We have an extremely qualified team, with robust and relevant resumes that include proven track-records of handling complex multi-layered insurance programs, successful claim management, and unmatched service standards.
- ✓ We are ranked as the 5th largest insurance broker in the Country.



- ✓ We are domiciled in the State of Florida and have an 80+ year history located here.
- ✓ We are a Florida based company, with more than 3,500 Teammates State-wide.

The Brown & Brown Public Sector team is proposing to do all work for the scope of this RFP out of our office in Daytona Beach. We do have many Brown & Brown offices in Florida which can be utilized for any ad hoc purposes where local resources may prove beneficial. However, Brown & Brown Public Sector's business model, and office, is designed to serve our public entity clients from the Florida Keys to the Panhandle.

Our team is proudly involved and committed to top industry organizations and professional affiliations, including:

In Florida, Brown & Brown Public Sector represents public entities ranging from small towns and districts to large cities and counties and the State of Florida. These placements cover the gamut of insurance lines from property, casualty and workers' compensation to life and health and span the range of risk management strategies from first dollar coverage to large, self-insured retentions. We cover everything from excess property and casualty to the placement of reinsurance coverage for risk pools and large public entities utilizing alternative risk transfer strategies.

Our operations are unique:

- Brown & Brown Public Sector currently represents over **200** of Florida's governmental entities
  - **25 Counties**
  - **70 Cities/Towns**
  - **7 Public School Districts**
  - **7 Public Universities**
  - ***State of Florida***
  - **100+ Special Taxing Districts**
- Only retail agency in Florida **100%** committed to Florida's public entities
- Brown & Brown Public Sector has served **Florida governments exclusively** since 1992
- We place **$130 million of annual premiums** for our Florida clients

Our team currently controls the risk management programs for more than **40 large public entities** with self-insured casualty and workers' compensation programs and/or property insurance placements. The clients below have been working with the Brown & Brown team for 5-10 years or more.

- The State of Florida
- City of Miami
- City of Ft. Lauderdale
- Town of Davie
- Brevard County
- Lee County
- Marion County
- City of Naples
- Town of Jupiter
- City of Lake Worth Beach
- City of Ocala
- Town of Highland Beach
- City of Tallahassee
- Florida International University
- City of Daytona Beach
- City of Marco Island
- City of Sarasota
- Collier County Schools
- Lee County Schools
- Pasco County Schools
- Florida Atlantic University
- City of Parkland
- City of Lighthouse Point
- Volusia County
- Volusia County Schools
- Leon County
- City of Orlando
- Pinellas Suncoast Transit Authority
- Hillsborough Area Transit
- City of North Miami
- City of Palm Bay
- City of Lauderhill
- City of Dania Beach
- Sebring Airport Authority



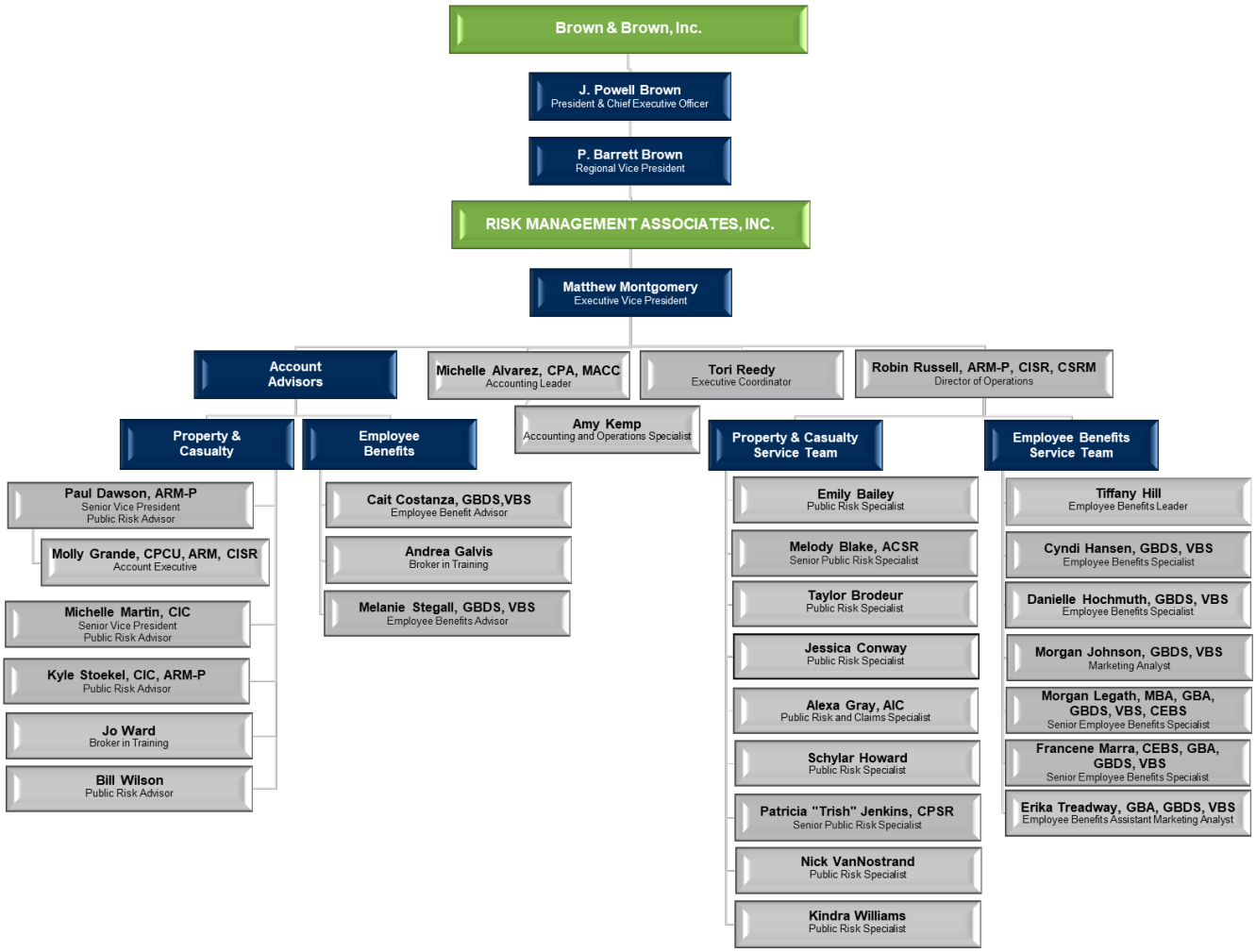
A testament to our experience can be seen below as we note current clients in and around the Town of Jupiter:



Regional Clients: Brown & Brown Public Sector	
City of Fort Lauderdale	Client since 2008
City of Lake Worth Beach	Client since 2008
City of Lighthouse Point	Client since 1999
City of Lauderhill	Client since 2011
City of Parkland	Client since 2019
Town of Davie	Client since 2006
City of Dania Beach	Client since 2001
City of Atlantis	Client since 2013
City of Plantation	Client since 2021
City of Weston	Client since 2000
Town of Highland Beach	Client since 1999
Palm Beach County BOCC	Client since 2021
City of Coconut Creek	Client since 2008
Village of Royal Palm Beach	Client since 2002
Highlands County BOCC	Client since 2008
City of Sweetwater	Client since 2018
City of Miami	Client since 2010
City of North Miami	Client since 1998
Town of Bay Harbor Islands	Client since 2013
City of Marathon	Client since 2017
City of Key West	Client since 2009

Team Structure

Matthew Montgomery is the Executive Vice President and leader of the proposed servicing office. Our legal name is Risk Management Associates, Inc., and our operating name is Brown & Brown Public Sector. Mr. Montgomery reports to Regional President, Barrett Brown. Our President and CEO is Powell Brown, and Chairman of the Board is Hyatt Brown. Annual Reports to our Shareholders and a list of our Corporate Board of Directors can be provided upon request or viewed at www.bbinsurance.com.



Management Team Member	Responsibilities
Matthew Montgomery Executive Vice President **Estimated Time for Town: Weekly**	* Executive oversight of Brown & Brown servicing office * Authorized to execute contracts * Oversees all aspects of insurance program placements and broker services * Claims advocacy resource * Governmental operations specialist * Executive level communications and presentations * Interaction with legislative developments
Robin Russell, ARM-P/CISR/CSRM Director of Operations **Estimated Time for Town: As Needed**	* Oversees day-to-day operations of service team * Monitors processes and procedures * Maintains quality control standards * Constant development of customer service resources
Bill Wilson, MBA Public Risk Advisor/Account Executive **Estimated Time for Town: Weekly**	* Designated full-time backup to Mr. Montgomery * Execute all aspects of insurance program placements and broker services * Assists with technical approach, strategy, program review, analysis, insurance program design, marketing and negotiations * Risk Management service and analysis, claim review and response advocate, overall program implementation
Trish Jenkins Public Risk Specialist **Estimated Time for Town: Weekly**	* Day-to-day communication and policy servicing * Primary contact for all policy services * Quote/Binder/Policy review for accuracy * Invoicing, certificates and general inquiries * Property, Auto and Inland Marine schedule maintenance * Creation and assembly of reports, claims data and loss history summaries
Melody Blake, ACSR Public Risk Specialist **Estimated Time for Town: As Needed**	* Senior account manager backup to assist in Marketing and Program design. * Backup to Ms. Jenkins and Ms. Gray as needed.
Alexa Gray, AIC Public Risk and Claims Specialist **Estimated Time for Town: Weekly**	* Designated full-time Backup to Ms. Jenkins * Additional contact for all service & Certificates of Insurance * Claims processing and handling * National Flood Insurance Program (NFIP) specialist
Chris Kittleson, ARM Director of Loss Control Technical **Estimated Time for Town: As Needed**	* Employed by sister company, Public Risk Underwriters * Oversight of In-house Loss Control Resource * Experts in safety and loss mitigation techniques

Project Team



Matt Montgomery
Brown & Brown
Public Sector
Executive Vice President

LOCATION: Corporate Headquarters
Daytona Beach, FL

Mr. Montgomery leads Brown & Brown Public Sector with 20 years of experience in Federal and State Government and 10 Years representing Florida Local Government Property, Casualty and Employee Benefits Programs. Matt will be the lead Project Manager for Broward County, ensuring that the entire team of Property, Casualty, Seaport, Airport, OCIP, Claims and Loss Control professionals are executing at the highest level to deliver the County exceptional results every year.

Matt's expertise spans the entire insurance industry but is mainly focused on large local governments. Matt is the team leader for the brokerage teams which serve The State of Florida's Property Program, Palm Beach County, Hillsborough County, the City of Ft. Lauderdale, City of Miami, City of Jacksonville, Naples, and more than $50 Billion in insured

Matt will direct our team providing deliverables for this project. Throughout the contract year, Mr. Montgomery will oversee insurance submissions, marketing, negotiation, and presentation of insurance program design. He will be directly involved and responsible for the delivery of related resources including claims advocacy, asset and other insurable financial analysis and valuations, loss control, property appraisal, and other services.

As part of Mr. Montgomery's duties as EVP of Brown & Brown Public Sector, Matt is ultimately responsible for the entire team of professionals and the service standards and deliverables provided to our governmental clients. His philosophy is to build successful teams, procedures and results around two main themes.
Accountability and Communication

Matt's qualifications include the following:

- Florida State University, BS Degree, Philosophy
- Brown & Brown – 2013 to Present
- Florida Cabinet Agency – 2011 to 2013
- Southern Strategy Group – 2007 to 2011
- United States Senate – 2002 to 2007
- 2-20 General Lines Agent License, State of Florida
- 2-15 Life, Health, & Variable Annuities License, State of Florida
- 10+ Florida Public Entity Experience
- Board Member Halifax Humane Society
- Board Member Take Stock in Children



Bill Wilson, MBA
Public Risk Advisor

LOCATION:
Fort Lauderdale, FL

Mr. Wilson will serve as primary back up to the Team Leader and Project Manager for the execution of the Towns risk management services. He will act as an additional contact in the rare occasions when Mr. Montgomery is unavailable.

Bill has extensive public entity experience having served in numerous leadership positions at both the State and Local Government levels. Bill will assist in ensuring all aspects of our deliverables exceed the Town's expectations.

Bill's experience includes:

- Bachelor's in Finance and Management Information Systems from Florida International University
- Master of Business Administration with a concentration in Finance from Florida International University
- Brown & Brown – 2022- Present
- State & Local Government Independent Consultant 2021-2022
- Miami-Dade County -2017-2021
- State of Florida 2006-2017
- State University System 2000-2006
- 1 Year of Florida Public Entity Experience
- 20 years of Government experience

Bill's specializations include:

- State and Local government financing and budgeting
- Public entity legislative analysis and ordinance review.
- Member and client liaison via industry organizations, including PRIMA, FLC, FASD and RIMS.

Critical Support and Service Team



Robin Russell,
ARM-P, CISR, CSRM
Director of Operations

LOCATION: Corporate Headquarters
Daytona Beach, FL

As Primary Account Manager, Ms. Russell would oversee day-to-day customer service for the Town. With a Risk Management degree from Florida State University, Robin has focused in public entity insurance and risk management for 18 years. She is also charged to constantly improve Brown & Brown Public Sector's service offerings, including technological efficiencies to assist our clients. Her individual account workload is limited to just a few VIP accounts. This special focus allows for immediate resolution of unique needs of our clients. Ms. Russell is well versed in providing solutions for large accounts with the utmost professionalism, including:

- Customized service delivery plan
- Asset schedule and policy management
- Contract and coverage expertise
- Legal and quality control

Ms. Russell's qualifications include the following:

Florida State University,
B.S. Risk Management/Insurance & Finance
Brown & Brown – 2004 to Present
State Farm – 1998 to 2004
Certified Insurance Service Representative (CISR)
Certified School Risk Management (CSRM)
Associate in Risk Management for Public Entities (ARM-P)
2-20 General Lines Agent License, State of Florida
2-15 Life, Health, & Variable Annuities License, State of Florida
1-20 Surplus Lines License, State of Florida
18 years of Florida Public Entity Experience



Trish Jenkins, CPSR
Senior Public Risk Specialist

LOCATION: Corporate Headquarters
Daytona Beach, FL

As Lead Risk Specialist, Ms. Jenkins is well versed in responding to service requests, issuing certificates of insurance, maintaining property, vehicle, and equipment schedules, claims handling as well as general requests for service. Ms. Jenkins boasts an impressive record of accurate, quality service and routinely receives accolades from her clients. She currently handles some of Brown & Brown's largest and most complex clients and is well trained and experienced in handling custom self-insured insurance programs.

Key functions include but are not limited to:

- Quote/Binder/Policy review for accuracy
- Proposal/Binder/Policy delivery
- Invoicing, Certificates and general inquiries
- Audits and premium adjustments
- Carrier premium payments
- Property, Auto and Inland Marine Schedule maintenance
- Provide up-to-date Schedules of Insurance coverage
- Creation and assembly of reports, claims data and loss history summaries
- Securing alternative needs such as performance bonds, additional coverages, etc.

Ms. Jenkin's qualifications include the following:

Certified Professional Service Representative (CPSR)
Brown & Brown – 2010 -Present
N.T. Vincent Insurance – 2000-2010
2-20 General Lines Agent License, State of Florida
23 Years Industry Experience
13+ years of Florida Public Entity Experience

Ms. Blake will assist in the event Ms. Jenkins is unavailable. She will support the daily service needs of the Town. She will provide routine service functions, including developing insurance proposals; general policy maintenance; daily client communication; maintain property, vehicle, and equipment schedules; claims assistance; and will handle general requests for service in a multitude of other areas as needs arise or as requested.



Melody Blake, ACSR
Public Risk Specialist

LOCATION: Corporate Headquarters
Daytona Beach, FL

Key functions include but are not limited to:

- Quote/Binder/Policy review for accuracy
- Proposal/Binder/Policy delivery
- Invoicing, Certificates and general inquiries
- Audits and premium adjustments
- Carrier premium payments
- Property, Auto and Inland Marine Schedule maintenance
- Provide up-to-date Schedules of Insurance coverage
- Creation and assembly of reports, claims data and loss history summaries
- Securing alternative needs such as performance bonds, additional coverages, etc.

Melody's qualifications include the following:

Accredited Customer Service Representative (ACSR)
Brown & Brown – 2010 to Present
Beskin & Associates – 1990 to 2010
2-20 General Lines Agents License, State of Florida
32 years Commercial Insurance Experience
12 years of Florida Public Entity Experience



Alexa Gray, AIC
Public Risk and Claims Specialist

LOCATION: Corporate Headquarters
Daytona Beach, FL

Alexa is responsible for Certificate of Insurance issuance, claims reporting, claims file management, and NFIP Flood program policy administration. Alexa also provides backup for Certificate-related questions and other administrative projects.

Alexa's qualifications include the following:

University of Central Florida, Bachelor of Science
Daytona State College, Associates of Arts
Associate in Claims (AIC)
Brown & Brown – 2017 to Present
2-20 General Lines Agents License, State of Florida
6-20 Claims Adjusting License, State of Florida
5 years Commercial Insurance Experience
5 years of Florida Public Entity Experience



Christopher Kittleson, ARM, CPSI
Director of Loss Control Services

LOCATION: Boca Raton, FL

Public Risk Underwriters of Florida, Inc., a wholly owned subsidiary of Brown & Brown, Inc., provides Safety and Loss Control Services to over 400 public entities in Florida. Mr. Kittleson provides expert advice regarding risk identification and control in the field and at the employee level. His work has been focused to South Florida public entities for 13 years. Areas of focus include:

- Safety Training
- Safety Inspections
- Safety Program Review & Evaluation
- Safety Committee Development and Guidance
- Accident Review Board Development and Guidance
- Specialized Programs and Services

Christopher's qualifications include the following:

St. Cloud State University, MN
B.S. Engineering Technology
Public Risk Underwriters - 2007 to Present
OSHA Certified Educator
American Society of Safety Engineers
National Safety Council Certified
Defensive Driving Instructor
Certified Playground Safety Inspector
30+ Years' Experience in the Industry

The Team

Our team's collective experience exceeds **300 years**, and all teammates are encouraged to continue their pursuit of knowledge by continuing educational endeavors. As a result, most teammates hold professional insurance/risk designations, including:

- Bachelor of Science – Risk Management/Insurance and Finance
- ARM – Associates in Risk Management
- RMPE – Completion of Risk Management for Public Entities course
- CIC – Certified Insurance Counselor
- CISR – Certified Insurance Service Representative
- CRM – Certified Risk Manager
- CSRM – Certified School Risk Management

The entire team of insurance professionals at Brown & Brown are cross-trained and educated on our portfolio of accounts, which provides continuity and exceptional service standards. Brown & Brown's proactive approach includes establishing a calendar of events with our clients which maintains the insurance program in real-time and assures that we are aware of and available for important meetings or events. This includes communication expectations and reporting requirements. It is our service model to immediately identify and document client expectations and to meet those needs on a daily and on-going basis.

Account Management & Service Continuity

- ✓ **Same-day response** to customer inquiries (24-hour agency policy on response time)
- ✓ All change requests from insureds are performed immediately. Follow-up with carriers is systematic and documented.
- ✓ All binders, endorsements, invoices and policies are checked for accuracy against a detailed checklist and against the proposal that was presented to the insured.
- ✓ Review and corrections of policies and endorsements is conducted within the same quality parameters – 30-day turnaround.
- ✓ Resolution guidelines for more complex issues.
- ✓ Endorsements must be delivered to insureds within one business week of receipt.
- ✓ Policies must be delivered to insureds within 30 days of receipt.
- ✓ Utilize sophisticated Agency Management software - AMS 360 – to document all transactions.
- ✓ Documentation can be provided in hard copy and/or various electronic formats.
- ✓ Clients have access to important documents via a shared link, including policies, certificates, schedules, white papers and more.

"CONCIERGE-LEVEL SERVICE MEANS OUR CLIENTS DO NOT WAIT, WORRY, OR WORK HARDER THAN NECESSARY."

One of the many reasons for our success and 99% Risk Management client retention is our approach. We are your risk management consultant and partner. We proactively pursue innovative solutions, insurance program improvements, research risk management resources, and reduction of your administrative burden by providing efficient and extensive services. Our concierge-level services include, but are not limited to:

- **Renewal and new business applications assistance**: Gather underwriting information from financial reports, independent website research, claims data, various actuarial and analytical reports, physical site inspections, and engineering and loss control information prior to sending to your staff for completion – a time-saver for your staff.
- **Reconcile Asset Schedules with Insurance Schedules**: This includes review of insurable assets such as buildings, contents, computers, mobile equipment, vehicles, property in the open, etc. This is generally a very time-consuming task which will be lifted from your staff as well.
- **Assist with claim reporting function** directly with TPA and insurers, including pursuit of additional claim data. We will also coordinate and attend claims review meetings to offer corrective actions and improve claim results.

  For Property Claims, our team coordinates procedures and expectations annually directly with insurers and your dedicated field adjusters.
- Provide, coordinate and promote all loss control and safety resources available.

Agency Management Systems

The key to effective administrative support from our agency is through internal organization and follow-through. Our team utilizes Vertafore and a suite of agency management systems spearheaded by **AMS360 Online**. These systems enable our team to effectively manage all client tasks with integrated solutions focused on identifying, tracking and completing workflows on time, every time.

Our system manages all aspects of account management including, billing, document management, communications, (emails, applications, written correspondence, etc.), marketing, claims, certificates of insurance and many other daily transactional activities. All pending items are suspensed and completed in a specified time frame. This system is designed and maintained so that each service team member can service any account if a primary account representative is out of the office. To guarantee our ability to provide continuous uninterrupted service AMS 360 data is maintained in redundancy at an offsite location. **If any of our locations were to suffer a catastrophic loss we could still operate at full capacity on a remote basis and with the support of our multiple office structure.**

AMS360 is an agency management system that provides the foundation for our team to boost productivity and track all workflows. It helps streamline workflows, improve renewal timelines, improve teammate productivity and enables our team to deliver excellent customer service. AMS 360 allows our team to:

- Integrate agency-carrier workflows
- Better manage and access insurance documents and client content
- Configure workflows to route the right work to the right person at the right time
- Provides real-time insights
- Reduce time spent on finance and accounting through insurance process automation
- Automate alerts on renewals and analyze rate information for use by our brokerage team
- Integrate technology inputs from vendors, clients and carriers

Operational Continuity

Serving the Public Sector in the State of Florida has shaped our philosophy on continuity of operations. In addition to our secure servers, cloud-based systems, and an entire technology platform built on continuity, our team itself has the ability to work anywhere, anytime. Each teammate is equipped with a full workstation at home and at our offices, paired with a mobile laptop. That means we can be always up and operational, no matter the circumstance, standing ready to provide uninterrupted services to our governmental clients in Florida.

Quality Control

Our Agency Management Systems (AMS 360) and other Quality Control guidelines ensure that tasks and activities are completed in a timely manner. Brown & Brown has a **Quality Control division which includes multiple teams of internal auditors**. These auditors perform not only financial audits for all Brown & Brown offices, but also file and Information Technology audits of each office to assure funds, records and client service are performed in accordance with the company's policies and procedures. The results of these audits are made directly to Brown & Brown's Board of Directors. In addition, we have corporate standards, including procedures such as: Catastrophe Plan, Contract Review standards, Internal Procedures Manuals, Correspondence Management, Data Retention, etc.

All team members must and will follow corporate Quality Control Guidelines for timeliness and service delivery. Annual requirements include:

- Insurance Coverage Review Checklists completed annually
- Mandatory internal self-audit procedure and financial audits to ensure quality procedures and desired results.
- Mandatory annual compliance training for employees, including: insurance licensing, cyber/IT, ethics, and various computer software.
- These trainings are timely and are directly related to our customer experience. For example, MS Teams training was required immediately following the pandemic lockdown orders.

Our publicly traded company is subject to SEC regulation, and is audited by Deloitte & Touche, LLP, an independent registered public accounting firm. Our conservative financial strategy maintains low leverage and strong cash generation. The most recent Annual Report for fiscal year ending December 31, 2022 is available on our website at: https://investor.bbinsurance.com/annual-reports.

Security Committee

Although we cannot predict the future results of any company, we offer only financially secure insurers to our clients. Per corporate mandate, Brown & Brown is not authorized to provide quotes to our clients from unauthorized insurers or insurers with a less than AM Best rating of A- or those not rated by AM Best without an authorized exception. However, since it may be in the best interest of our clients to review and bind quotes from certain alternative risk transfer providers, Brown & Brown has established a Market Security Committee which reviews and monitors insurers falling into these categories: Risk Retention Groups, Captives, Self-Insured Groups, Trusts, State Funds, and Joint Underwriting Associations.

In addition,

- Each team member monitors industry news from various sources daily.
- AM Best ratings are confirmed and provided formally any time a quote is presented.
- Any discussion or further research regarding ratings or financial position is performed as necessary.

Experience: Client Performance

Perhaps the best testament to our capabilities can be found within recent accomplishments for our clients outlined below.

Palm Beach County

Brown & Brown was chosen to manage all the property and casualty insurance for the County in a statewide RFQ process. AJ Gallagher was the County's broker for over 40 years. Our entire team conducted a detailed analysis of the County's property exposures, coverages and losses. We were able to accomplish the following results despite the headwinds of a very hard property market.

- With the inclusion of new carriers and fresh competition we were able to reduce the property insurance rate by 2% which yielded an annual premium savings of $295,391.
- Negotiated improvements in 22 sublimits.
- Removed the margin clause limitation and placed Blanket coverage for all insured locations. Considering the impact of Demand Surge in construction costs after a major loss this is a significant improvement.
- Improved the definition of Named Windstorm to include storm surge.
- Increased the Extra Expense limit from $10M to $25M per occurrence.
- Increased the Errors & Omissions from $1M to $10M.



Brevard County BOCC

Brown & Brown Public Sector was awarded as the County's Agent of Record in a statewide Request for Qualifications process in March 2014 and again in 2019. We manage all property, casualty and workers' compensation insurance programs. In six years, we have accomplished the following:

- In the first property insurance renewal (2014), Brown & Brown reduced the overall property premium by $282,948 through negotiating and realigning carriers. **This was a 15% rate reduction.**
- Reduced the number of carriers on the program from 9 to 5.
- Greatly improved the property coverage terms by:
    - Upgraded loss valuation from Margin Clause to Blanket coverage
    - Fixed the property schedule to remove erroneous values for contents that the previous agent added to the property schedule
    - Improved the Inland Marine policy by eliminating the audit requirement thereby saving the County significant premium
    - Reduced the High and Low Hazard flood deductible
    - Increased several coverage sublimits
    - Provided a Claims Preparation Expense limit of $100,000 (zero prior)
- Conducted a thorough Flood Audit and placed flood coverage for 19 properties.
- **Total savings to the County in six years is well over $500,000.**

City of Jacksonville

We were awarded Broker of Record in 2018 as a result of a statewide RFQ process. We currently manage all the casualty, excess liability, and excess workers compensation insurance programs. Accomplishments and improvements include:

- Renewed 8 general liability and two excess workers compensation policies with mostly flat rates and provided significant coverage improvements.
- Provided rate stabilization with several multi-year policy options.
- Cyber Security & Privacy - Secured, placed and service this additional line of coverage.
- Special Event - Secured, placed and service this additional line of coverage to provide effective risk transfer from the self-insured fund.
- Marine – Through an RFP process successfully secured and placed coverage for the City's marine exposures. This currently includes the various department's watercraft, wharfinger liability and excess.
- Special Excess Medical Professional Liability - Through an RFP process, secured and placed $10M limit policy for detention centers and jails.

- In each of the above cases, we were able to achieve premium reductions and broader coverage terms and conditions.

Our achievements and immediate successful results for the City lead to Brown & Brown Public Sector being chosen as the City's Broker of Record for Property through a separate RFP process in 2019. Notable achievements include:

- Implementation of a formal Property and Fine Arts Insurance to Value Appraisal conducted by third parties. The Brown & Brown team performed a full review and comparison of the existing property and fine arts exposures, then produced an updated statement of values for the 2020 renewal. This necessary review resulted in discovery of unscheduled items, removal of duplications and demolished buildings and ultimately lead to a 12.8% increase in values.
- Full property market solicitation, including coordination of City's Risk Management team attending meetings with the individual existing and prospective insurance company underwriters. Domestic meetings with over 20 interested markets occurred in Atlanta and formal presentations were made to the London marketplace in December. This ultimately drove a very successful renewal given the current state of the marketplace.

City of St. Cloud

Brown & Brown Public Sector has managed the City's property and liability insurance program since 1997. We were awarded the City Broker of Record for Workers' Compensation insurance in 2011. Our focus has always been on reducing the City's Total Cost of Risk and not simply selling and binding insurance. Our process and methodology have proven to be consistently beneficial to the City over many years. To illustrate the superiority of our service approach and discipline we submit this short summary of examples of cost savings and improvements we have achieved on behalf of the City.

- Analyzed deductibles and self-insured retentions every year with cost benefit analysis reports submitted to the City as part of every insurance renewal. Some examples include:
    - 2006 – Evaluated all retentions and deductibles for cost efficiency. Resulted in several program changes and **$17,829** in premium reductions.
    - 2012 – Evaluated all retentions and deductibles for cost efficiency. Resulted in more program refinement and **$38,912** in premium savings.
    - 2015 – Provided a Total Cost of Risk Analysis comparing St. Cloud, Kissimmee, Osceola County and Osceola School Board. The result of which resulted in our negotiation of a **$133,420** workers' compensation premium savings.
    - 2016 – Analyzed the potential for savings in establishing a self-insured workers' compensation program, which was successfully implemented in March 2017. This program design change has **saved the City over $1,000,000.**

- 2018/2019 – negotiated multiple year insurance rate guarantees and **Firefighter Cancer** Benefit policy to cover a new Florida law.

- Safety Committee Program – We started the City's program in early 2013. As a result of our efforts (and City Staff's) the current average monthly workers' compensation losses have been **reduced to $10,000** per month compared with $63,000 a month in 2013.
- Brown & Brown Public Sector has assisted with drafting new **insurance requirements** for vendors and contractors by providing full drafts of industry accepted specifications as well as examples of specifications from other Florida cities.

FLORIDA DEPARTMENT of FINANCIAL SERVICES

RISK MANAGEMENT ASSOCIATES, INC. DBA PUBLIC RISK INSURANCE ADVISORS

300 NORTH BEACH ST
DAYTONA BEACH FL 32114

Agency License Number L018706

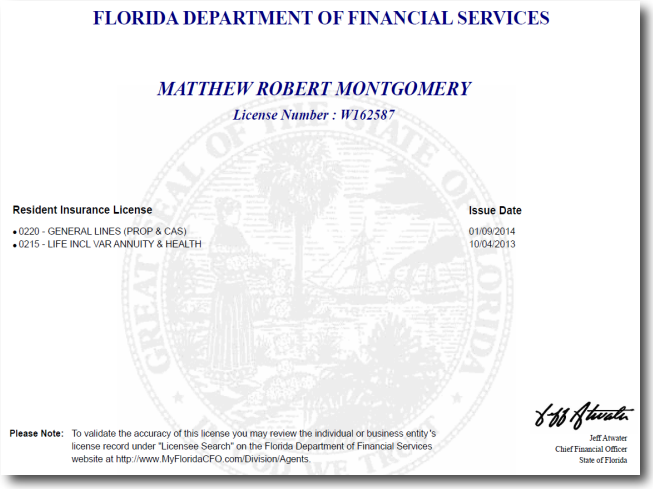
Location Number: 133164

Issued On 09/14/2006

Pursuant To Section 626.0428, Florida Statutes, This Agency Location Shall Be In The Active Full-Time Charge Of A Licensed And Appointed Agent Holding The Required Agent Licenses To Transact The Lines Of Insurance Being Handled At This Location.

Pursuant To Subsection 626.172(4), Florida Statutes, Each Agency Location Must Display The License Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency Location.

Jimmy Patronis
Chief Financial Officer
State of Florida



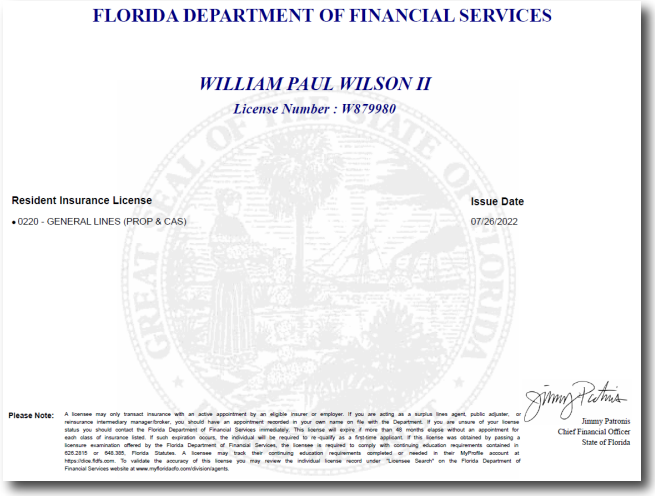
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MATTHEW ROBERT MONTGOMERY
License Number : W162587

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	01/09/2014
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	10/04/2013

Please Note: To validate the accuracy of this license you may review the individual or business entity's license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents.

Jeff Atwater
Chief Financial Officer
State of Florida



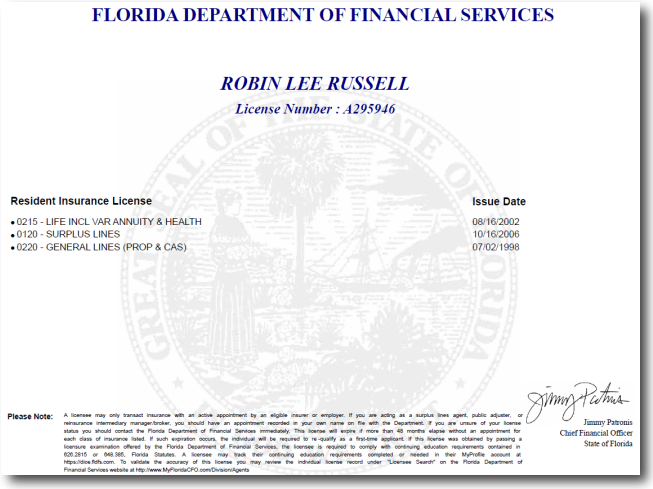
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

WILLIAM PAUL WILSON II
License Number : W879980

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	07/26/2022

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.

Jimmy Patronis
Chief Financial Officer
State of Florida



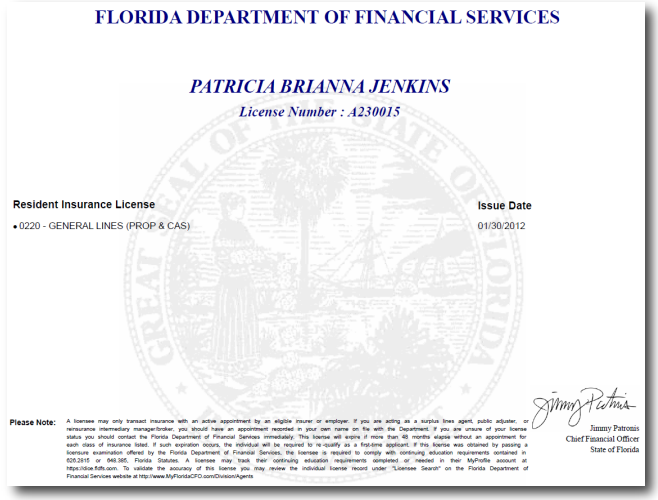
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ROBIN LEE RUSSELL
License Number : A295946

Resident Insurance License	Issue Date
• 0215 - LIFE INCL VAR ANNUITY & HEALTH	08/16/2002
• 0120 - SURPLUS LINES	10/16/2006
• 0220 - GENERAL LINES (PROP & CAS)	07/02/1998

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

PATRICIA BRIANNA JENKINS
License Number : A230015

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	01/30/2012

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jimmy Patronis
Chief Financial Officer
State of Florida



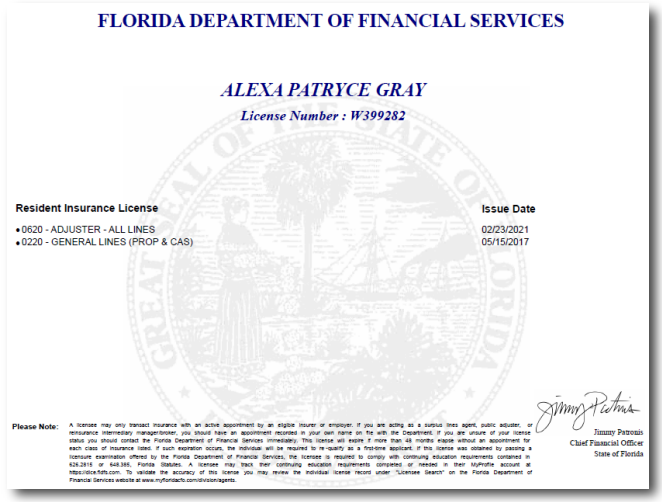
FLORIDA DEPARTMENT OF FINANCIAL SERVICES

MELODY A BLAKE
License Number : P086087

Resident Insurance License	Issue Date
• 0220 - GENERAL LINES (PROP & CAS)	09/14/2006

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at http://www.MyFloridaCFO.com/Division/Agents

Jimmy Patronis
Chief Financial Officer
State of Florida



FLORIDA DEPARTMENT OF FINANCIAL SERVICES

ALEXA PATRYCE GRAY
License Number : W399282

Resident Insurance License	Issue Date
• 0620 - ADJUSTER - ALL LINES	02/23/2021
• 0220 - GENERAL LINES (PROP & CAS)	05/15/2017

Please Note: A licensee may only transact insurance with an active appointment by an eligible insurer or employer. If you are acting as a surplus lines agent, public adjuster, or reinsurance intermediary manager/broker, you should have an appointment recorded in your own name on file with the Department. If you are unsure of your license status you should contact the Florida Department of Financial Services immediately. This license will expire if more than 48 months elapse without an appointment for each class of insurance listed. If such expiration occurs, the individual will be required to re-qualify as a first-time applicant. If this license was obtained by passing a licensure examination offered by the Florida Department of Financial Services, the licensee is required to comply with continuing education requirements contained in 626.2815 or 648.385, Florida Statutes. A licensee may track their continuing education requirements completed or needed in their MyProfile account at https://dice.fldfs.com. To validate the accuracy of this license you may review the individual license record under "Licensee Search" on the Florida Department of Financial Services website at www.myfloridacfo.com/division/agents.

Jimmy Patronis
Chief Financial Officer
State of Florida

Section 4

References

Section 4: References

List of current customers/references in which you are providing similar services, provide firm name, individual contact names and phone numbers.

Client Name:	Town of Davie
Address:	6591 Orange Drive, 33314
Client Contact:	Jose Lugo, Risk Manager
Telephone Number:	(954) 797-1097
Email:	Jose_lugo@davie-fl.gov
Description of Work:	Property, Casualty, Professional and Workers Compensation
Years of Service:	Since 2006
Est. Annual Premium	$2,500,000

Client Name:	City of Dania Beach
Address:	100 W. Dania Beach Blvd. Dania Beach, FL 33304
Client Contact:	Linda Gonzalez, Chief Human Resources Officer/Risk Management
Telephone Number:	(954)924-6800 X 3608
Email:	lgonzalez@daniabeachfl.gov
Description of Work:	Property, Casualty, Professional and Workers Compensation
Years of Service:	Since 2001
Est. Annual Premium	$1,400,000

Client Name:	City of Lake Worth Beach
Address:	7 North Dixie Highway, Lake Worth Beach, FL 33460
Client Contact:	Therese Howell-Poitier, Senior Human Resources Generalist
Telephone Number:	(561)5861781
Email:	tpoitier@lakeworthbeachfl.gov
Description of Work:	Property, Casualty, Professional and Workers Compensation
Years of Service:	Since 2008
Est. Annual Premium	$1,400,000

Client Name:	City of Lauderhill
Address:	5881 W. Oakland Park Blvd. 33313
Client Contact:	Ercilia "Cici" Krempler, Human Resources Director/Risk Manager
Telephone Number:	(954) 730-3097
Email:	ekrempler@lauderhill-fl.gov
Description of Work:	Property, Casualty, Professional and Workers Compensation
Years of Service:	Since 2011
Annual Premium	$1,200,000

Section 5

Service Capabilities

Section 5: Service Capabilities

2-2 Services required from broker and/or third-party administrator (TPA) when excess, umbrella or supplemental policies become due for renewal.

Our Service Philosophy

"First and foremost, our approach to building strong partnerships with our clients begins with listening. By listening first, we empower our team to focus on moving efficiently in the right direction. That focus maximizes the impact of our skillset in the marketplace and allows us to deliver unparalleled results to our clients."

Brown & Brown has the proven ability to exceed expectations with our custom delivery model. We will develop the project organization around a few common objectives:

- Continuous improvements in results and services provided, year-after-year
- Immediate identification and analysis of risk exposures in a rapidly changing environment
- Identify, prioritize, and provide risk management resources and risk transfer solutions that can be implemented effectively within your operating environment
- Develop both short and long-range budgeting projections and objectives
- Insurance policy management and quality control
- Risk Control through identification of high loss and risk exposures, claims advocacy, and application of safety/loss control resources
- Concierge-Level Customer Service which reduces internal administration costs and improves service with Brown & Brown's expanded and efficient service delivery.



A. Marketing: Under the direction of the Town's HR/Risk Coordinator, prepare insurance coverage specifications and market programs four (4) to six (6) months prior to expiration of policies, indicating which markets will be approached for proposals.

We will initiate the renewal process approximately 120 days prior to renewal and will meet with town staff to review current exposures, potential new exposures, and prepare our underwriting submissions. We will develop a marketing plan to access all viable insurance markets with the Town's approval.

GENERAL WORKFLOW SCHEDULE

120+ days prior to policy expiration

- Initiate Marketing Process
- Current market conditions analysis
- Estimate change in cost impacts
- Discuss Budget Constraints and Goals
- Written request for underwriting data
- Assist in collection of risk exposure information
- Establish competitive markets to be approached
- Identify desired coverage, terms, and conditions goals
- Provide premium/budget estimates for all coverages.

90 to 120 Days prior to policy expiration

- Scrub Statement of Property Values
- Approval of Submission by client
- Submit all underwriting data to chosen and/or all interested carriers
- Updates to clients on marketing progress and early pricing indications

30 to 90 days prior to expiration

- Written summary of quotes received, and markets responses
- Provide Premium Comparison with expiring and renewal terms.
- Include Cost of Risk Analysis
- Obtain Catastrophic Modeling Results
- Develop recommendation for most effective program
- Budget recommendations and allocation

30 to 60 days prior to expiration

- Attend Meetings and Workshops
- Complete required signed documents
- Submit Requests to Bind to chosen carriers

Inside 30 days prior to expiration

- Request, review, and issue Binders
- Issue any recurring Certificates of Insurance
- Issue Invoices

30 to 60 days after policy inception

- Re-issue any expired binders
- Review, correct and issue policies

Ongoing

- Daily Policy Maintenance and Client Service Requests
- Claims Advocacy and Handling
- Large Claim Reviews
- Property appraisal management and implementation
- Update Statement of Values data
- Review Risk Management Polices
- Loss Prevention Program Implementation
- Flood Zone Audits for Property
- Market Trend and Emerging Markets Identification
- Legislative Change Tracking
- Industry News Communications
- Vendor Insurance Requirements Review
- Vendor Certificate Review
- Departmental Premium Allocations
- Invoicing and Accounting
- Assist with policy Audits
- Other Special Projects as agreed

Insurance and Risk Transfer Design, Marketing, and Placement

One of the most critical functions a broker performs is to *design, market, propose and implement the broadest insurance program that adequately and economically protects the Client***.**

Ultimately, the design, marketing and placement of the insurance products is the largest and most controllable, annual variable in the risk program. This is also the spot where the difference between a good broker and a great broker will yield the most tangible program cost savings.

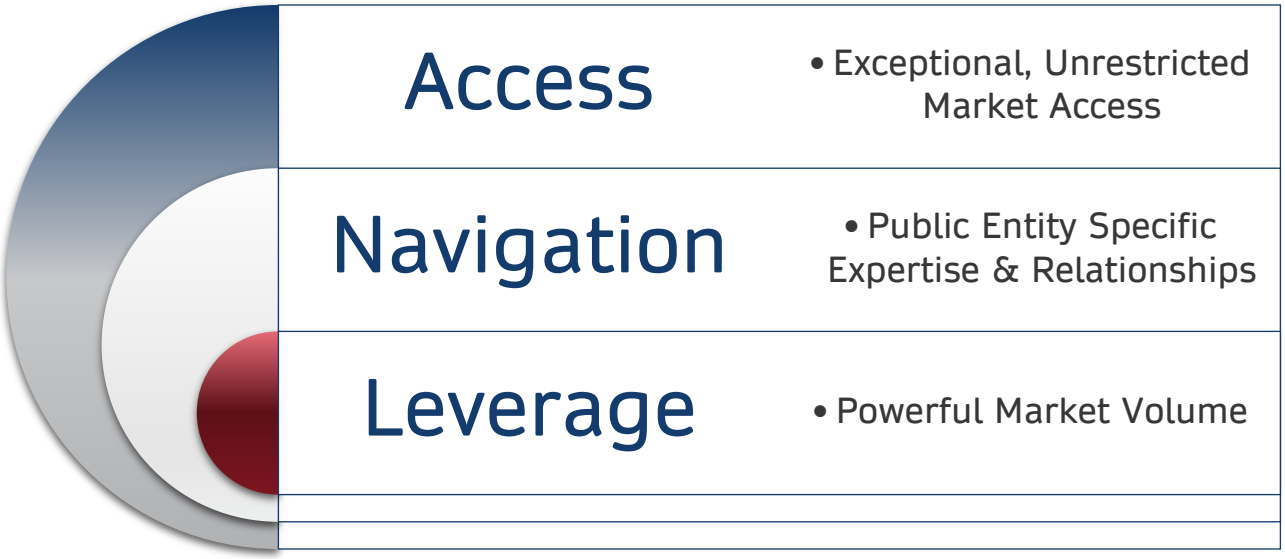
We are experts at aligning clients with the most cost effective and stable insurance carriers. We provide detailed analysis of each carrier including data relevant to the long-term success of a risk management program. We serve each client with a custom program design and our process includes very detailed evaluation of a client's risk appetite, loss exposure, budget constraints and political climate before we begin to align them with the appropriate insurance programs.

Due in large part to our critical mass in the public entity marketplace we have direct access to every insurance market that allows for such access. We continually monitor existing and emerging markets for financial and rate stability. Face-to-face meeting with underwriters occurs throughout the year to ensure that we are on the leading edge of any changes in carrier rate, coverage or financial standing.

Whenever a significant change is occurring or will occur in the marketplace we move quickly and proactively to mitigate the financial impact. For example, when Hurricane Ian hit in2022 we knew the property insurance market would be significantly impacted. We communicated with clients early and began creating options and tools to mitigate imminent rate increases. We have also conducted workshops with elected officials to set expectations and review the options available to mitigate the rate changes many months prior to policy renewals.

Monitoring and understanding the marketplace is a critical element in providing timely and competitive renewals.

The Brown & Brown team strategically leverages market forces, spurs competition, and as a result, can consistently bring the **most** viable insurance placements to our clients. We are perpetually focused on the balance between holding the markets' interest while driving competition. That balance requires high levels of skill, experience, and market relationships capable of countering the market's desire to build profitable and long-term insurance contracts. Our team consistently drives this balance through a combination of three critical market performance attributes.



Market Access – A critical aspect of a broker's ability is accessing all carriers. One of our core competencies is our knowledge of and relationship with all competitive insurers. Our marketing process and philosophy is somewhat unique and can be summarized as follows:

Do business with as many insurance markets as possible. Do not simply offer renewal and accept pricing from the same company year after year and limit our clients' options – be sure that we are getting the best deal for our clients every year.

We believe that an agent's job is to utilize market forces and competition in the marketplace to be sure we bring the most competitive insurance placements to our clients every year. This concept also underlines one of our core business principles: *Always do what is best for the client.* We have learned how to keep the markets' interest while conducting a competitive process in a professional manner. Our companies **trust** us. So, we maintain excellent market relationships – ALWAYS - in hard, soft, or stable markets. We are experts in designing and implementing custom insurance programs. One of our core strengths is the ability to negotiate and obtain the inclusion of innovative coverage terms from carriers resulting in custom policies aimed at a client's specific risk needs. Our clients have benefitted from this approach in the past specifically in the many custom enhancements implemented in many of our property policies.

Market Navigation – Our team maintains excellent market relationships that survive and flourish in hard, soft, and stable markets. The challenge in designing and implementing custom insurance programs, however, is maintaining a deep understanding of the market as it evolves. The evolution of the marketplace creates both challenges and opportunities for brokers to deliver for their clients. In Florida especially, the market changes quickly – some of the factors which drive the consistent change and necessitate top-tier broker performance:

- Catastrophic Losses
- Windstorm Modeling
- Changes in Carrier Appetite
- New Carrier Entrants & Departures
- Shifts in the Legal Environment
- Regulatory Changes
- Emerging Exposures
- Insurance Product Trends
- Investment Capital
- Global Capacity Adjustments

B. Assist in determining proper limits and coverage for exposures common to similar municipal government agencies. This service is not actuarially based.

Understanding the Town's Risks, Exposures and Financial Goals
Continual Analysis

Constant communication and understanding of the rapidly changing exposures are critical to our ability to provide the most effective risk management program. Before approaching markets, it is important to discern exposure facts and needs of the city for risk transfer and retention options.

A few techniques and resources utilized for this important facet of our services includes:

- Evaluation of critical operations and conduct discussions concerning risk factors, including but not limited to Storm Resiliency, Flood Mapping Changes, FEMA Eligibility and Service Interruptions.
- Interviews and discussions with various city staff and departments, including assistance with data collection required for insurance applications.
- On-site inspections.

» Annual Catastrophic modeling (including **AIR & RMS**, plus enhanced analytics).
» Loss trend analysis and recommendation of loss control resources.
» Review valuations and encourage COPE updates for property exposures. Specifically tracking updates for existing buildings, including roof updates, is impactful to your modeling and underwriter perception.
» Manage Property Appraisal contract with reputable independent property appraisers. This includes coordination of inspections, trending, reconciliation of results, and communication with insurers.

Property – We run (PML) models annually for each large client to evaluate the large loss centers and the flood probabilities. We will provide the city with current AIR catastrophic modeling results at each property renewal to identify specific locations that may suffer large loss or operation centers that may experience interruption.

We collect detailed property data relative to wind resistance for all locations. Our process involves identifying the roof covering, roof geometry, roof age and roof strapping (if any) of these locations. This additional data significantly increases the accuracy of PML models, which in turn better identifies and measures an insured's exposure to loss. This is further used negotiate better terms and conditions with carriers. Without the additional roof information, the PML model will default to a higher value and thereby increase the PML value resulting in higher premiums.

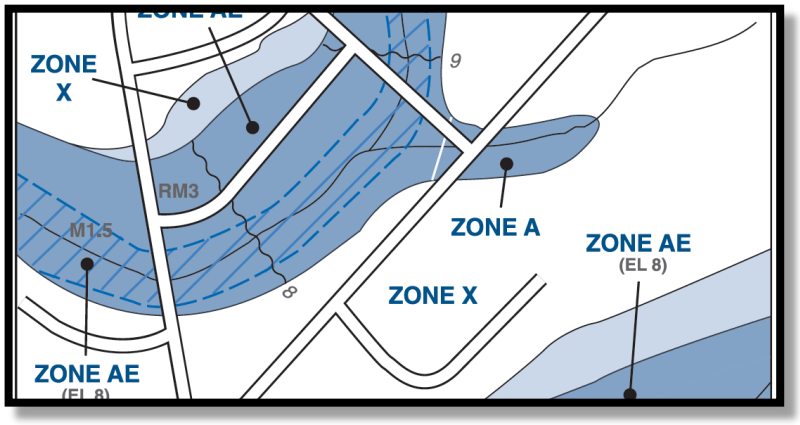
We also evaluate the need for and the proper levels of often overlooked property coverages such as: extra expense, errors & omissions, increased cost of construction (building ordinance), equipment floaters, demolition costs, debris removal, utility interruption, pollution clean-up, property-in-the-open, builders' risk, etc.

We accomplish all the above through various techniques, processes, and tasks such as:

- Property Site Inspection and Building Appraisals
- Catastrophic wind, flood, and storm surge models
- Research (city website and local sites visits)
- Financial Record Research (CAFR, Budget)
- Loss Run Reports
- Current Program Analysis and Review (Coverage Forms and Policies)

Flood Audit – This is a unique process that we have developed to keep up with FEMA's rate, rule, and flood mapping changes. We regularly review anticipated flood zone changes (which can employ a variety of methods) to determine impact to structures located in Special Flood Hazard Areas (SFHA's). The importance of this exercise is to determine and communicate the implications of FEMA and the Stafford Act to our clients.

**The Stafford Act governs conditions of receiving Public Assistance. In addition to other guidance, it in general suggests that local governments purchase NFIP policies for eligible structures in Special Flood Hazard Areas (SFHA's).*



Liability Loss Exposures – Thoroughly identifying these exposures can be complex due to the broad litigious nature of citizens and businesses. However, we have seen many types of lawsuits and possess an intimate knowledge of the State and Federal Statutes that govern public entity operations and personnel. Consequently, our advice, counsel and recommendations are based on actual claims occurring here in Florida and many years of assisting other clients with similar issues.

The basic methods of identifying exposures include claims analysis, review of financial reports, understanding of all operational functions, evaluating current and future contractual obligations, identifying key personnel, reviewing lease and other contracts, reviewing the city's policies and procedures manuals, and general practices.

Workers' Compensation – Methods include analysis of loss run reports, financial reports, actuarial reports, incident reports and interviews with key personnel and management. We also review the return-to-work programs, disciplinary procedures and safety programs that are currently in place. Analytics play a large role in rate determination and retention levels. Internally we evaluate numerous factors, trends, and total cost of risk to determine the best risk retention and transfer levels that minimize the city's financial exposures both long and short-term.

Below is an example of one of our advanced analytical tools for workers compensation risks. This report identifies departments or specific job functions that perform better or worse than their peers in Florida. Actual losses over a three-year period are compared with the expected or average losses as determined by the State of Florida. This information can be used to tailor loss control efforts for maximum return-on-investment.

Class Code	Class Code Description	21-22 Payroll	2021 Expected Loss Rate	Expected Annual Loss	Actual Losses 21-22 as of -July 20	Actual Losses 20-21	Actual Losses 19-20	Actual Losses 18-19	Average Actual Losses	Ratio Avg to Expected Losses
6229	Irrigation or Drainage System Construction	$ 175,751	2.55	$ 4,482	$ 29,300	$ 461	$ 46,431	$ 1,767	$ 22,862	5.10
6836	Marina & Drivers	$ 184,804	1.64	$ 3,031	$ -	$ 578	$ -	$ 14,444	$ 4,405	1.45
7520	Waterworks Operations	$ 14,102,138	1.67	$ 235,506	$ -	$ 7,028	$ 27,731	$ 97,748	$ 38,858	0.16
7580	Sewage Disposal Plant	$ 1,783,080	1.03	$ 18,366	$ 10,509	$ 45,126	$ 4,563	$ -	$ 17,653	0.96
7704	Firefighters	$ 53,059,928	2.02	$ 1,071,811	$ 743,542	$ 1,143,802	$ 744,723	$ 287,113	$ 856,065	0.80
7720	Police Officers	$ 66,722,200	1.42	$ 947,455	$ 411,430	$ 1,838,183	$ 1,587,514	$ 931,353	$ 1,398,381	1.48
8392	Auto Storage Garage, Cashiers/Counter Personnel	$ 27,703	1.24	$ 344	$ 2,881	$ 89,616	$ 516	$ 12,786	$ 31,026	90.32
8810	Clerical	$ 56,545,766	0.080	$ 45,237	$ 310	$ 854	$ 19,720	$ 176,970	$ 58,022	1.28
8820	Attorney	$ 2,824,163	0.070	$ 1,977	$ -	$ 6,786	$ -	$ 702	$ 2,196	1.11
9015	Prperty Mgmt	$ 6,056,084	1.82	$ 110,221	$ 37,881	$ 57,308	$ 72,130	$ 260,657	$ 125,506	1.14
9102	Parks	$ 17,344,370	1.92	$ 333,012	$ 90,220	$ 50,483	$ 86,661	$ 15,287	$ 71,159	0.21
9154	Theatre	$ 8,592	0.84	$ 72	$ -	$ -	$ -	$ -	$ -	0.00
9410	Municipal Employee	$ 16,627,503	1.22	$ 202,856	$ 1,521	$ 8,273	$ 43,120	$ 445,385	$ 146,129	0.72
9516	Radio, TV, Video, Audio Equip Install/Service	$ 18,248	1.18	$ 215	$ 1,521	$ 8,273	$ 43,120	$ 445,385	$ 146,129	678.64
9403	Garbage/Refuse Colllection	$ 414,728	2.61	$ 10,824	$ 2,270	$ -	$ 9,191	$ 28,659	$ 11,765	1.09
		$ 236,128,243		$ 2,985,407	**$ 1,414,525**	**$ 3,350,876**	**$ 2,791,650**	**$ 2,780,086**	**$ 2,616,602**	

Cyber Risk Analysis

We provide a free resource to the city via our Coalition vulnerability and response report. Brown & Brown has innovated a new approach to cyber liability insurance by first identifying, and then providing resources to control real exposures. Via this resource, we will provide the city with a report of vulnerabilities and loss recommendations. Specimen information is highlighted below:

Easily identify and assess your risk.

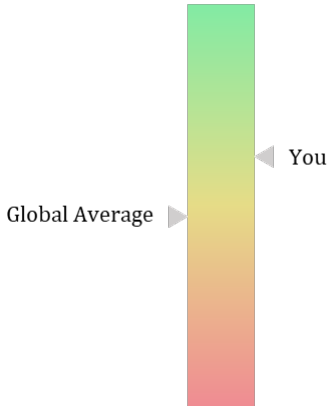
Prevent attacks and losses before they occur.

Quickly recover when all else fails.

Current Risk Level: Coalition's signals intelligence platform provides a snapshot of an entity's current risk level by using public, external methods (no penetration or intrusive tactics) to:

- Scan infrastructure for publicly accessible servers, services, and technology
- Discover exploitable vulnerabilities and misconfigurations in the scanned infrastructure
- Find exposed available user/employee information
- Uncover other existing threats hidden on the dark web
- Discover proactive measures already taken by the company

Current Ranking
You rank in the 66th percentile of all Coalition policyholders.



This data, combined with Coalition's proprietary claims and loss data provides:

- A relative measure of the company's defensive security posture compared to organizations scanned by Coalition
- A clear, fact-based assessment of potentially weak security areas and steps to fix them
- Recommendations on how the company can further secure their infrastructure informed by actual losses experienced by Coalition policyholders

Critical	High	Moderate	Low
0	0	0	0

C. Provide information on insurance company stability, solvency, and service records.

We regularly monitor the stability and solvency of carriers used by Brown & Brown Public Sector and will advise the Town of any pending changes with a carrier.

D. Submit all future carrier quotations with detailed recommendations no less than forty-five (45) days prior to policy expiration dates. Disclose all commission rates and all other methods of compensation received from carriers or intermediary Brokers.

Agreed. Also see Section 5. 2-2 Part A for further details.

E. Make introductions and set up meeting with underwriters. Act as a liaison/advocate between the Town and the underwriters. All carriers providing layers of coverage and all divisions or apportionments of coverage must be revealed to the insured in advance of finalizing coverage.

Agreed. Face-to-face meeting with underwriters occurs throughout the year to ensure that we are on the leading edge of any changes in carrier rate, coverage or financial standing. Also, our proposal of coverage will outline all participating carriers for each line of coverage.

F. Request all information necessary to prepare and submit coverage applications insurers.

Agreed. We will review the final submission to the carriers to ensure all data presented is accurate and all applicable options for coverage and/or deductibles are requested.

G. Provide the Town's HR/Risk Coordinator with complete insurance policies or binders prior to expiration of old coverages. If binders are initially provided, the policy must follow within sixty (60) days, provided they are received from the insurance companies. Broker or TPA shall be diligent in their efforts in order to ensure that the policies are issued and delivered in a timely manner.

We will bind coverage as directed by Town staff and ensure that binders and policies are reviewed for accuracy, endorsement language, and terms prior to being released to the Town.

H. Issue Certificates of Insurance and maintain records of certificates issued.

Agreed. All certificates will be issued in accordance with FS 768.28 (Sovereign Immunity Statute). Most certificates are issued the same day as requested.

I. Issue Auto Insurance ID Cards including Fictitious Name ID cards for Police Department undercover units.

Agreed.

J. Perform other related services on an "as needed" basis.

Brown & Brown Public Sector understands municipal insurance and risk services. Our staff and other resources will be available for special projects not specifically outlined herein, upon mutual agreement of Brown & Brown and the Town.

Our major Risk Management services goals and commitments to the Town of Jupiter are:

- Continuous identification and analysis of risk exposures in a rapidly changing environment.
- Identify, prioritize, and provide risk management and risk transfer solutions that can be implemented effectively within the Town's operating environment.
- Develop both short and long-range budgeting projections and objectives.
- Negotiate insurance program improvements every year.
- Reduce the Town's overall cost of risk via market expertise and program design.
- Risk Control via identification of high loss, risk exposures and application of safety resources.
- Reduce internal administration costs and improve service via Brown & Brown Public Sector's expanded and efficient service delivery.

Continual Exposure Analysis

Constant communication and observations of the rapidly changing exposures are critical to our ability to provide the most effective risk management program. Before approaching markets, it is important to discern exposure facts to recommend risk transfer options.

A few techniques and resources utilized for this important facet of our services includes:

- Evaluation of critical operations and conduct discussions concerning risk factors, including but not limited to Storm Resiliency, Flood Mapping Changes, and Service Interruptions.
- Interviews and discussions with various staff and departments, including assistance with data collection required for insurance applications.
- Resources for global risk exposures such as our national COVID-19 response and free resources availed to our clients and the general public.
- Coordinate On-site inspections/meetings.
- Loss trend analysis and recommendation of loss control resources.
- Review valuations and encourage COPE updates for property exposures. Tracking current updates to existing buildings, including roof updates, is impactful to your modeling and underwriter perception.
- Manage Property Appraisal process including coordination of inspections, trending, reconciliation of results, and communication of such with insurers. Ensuring current property valuation in this market is critical.

Contract Review

We believe that one of the most critical areas of risk exposure lies within contract liabilities; therefore, we provide contract analysis for our clients, including developing **customized templates** for vendor requirements for use by procurement and other departments. We can conduct training sessions with procurement personnel to ensure implementation of new standards is efficient and understood. In addition, we can assist in setting up a management system for certificate of insurance compliance and provide certificate review for compliance.

There have been numerous court cases in recent years that resulted in a broadening of local government liability exposures as well as constriction of sovereign immunity protections. It is therefore imperative to remain knowledgeable of these precedents and their impact on the city's risk management program. We remain vigilant in maintaining a level of knowledge of these cases and adjust our programs and consultation accordingly.

We also make it a point to stay current with changes to ISO policy coverage forms. There have been many new forms introduced by ISO. Many provide less coverage for insureds and additional insureds. It is imperative to stay current as many of these forms do not provide the same level of protection to the city as the older forms. Our recommendations include a requirement for a minimum level of coverage afforded by a specific form, such as the CG 20 26 04 13 Additional Insured endorsement.

It is equally important to amend insurance requirements as new exposures emerge. For example, we have updated our insurance requirement recommendations to include cyber liability coverage and active shooter liability insurance mandates where appropriate.

Brown & Brown Public Sector team member, Paul Dawson, teaches a two-hour Risk Management & Insurance in Contracts class with details on proper insurance limits, effective indemnification and hold harmless language and "what is an acceptable certificate of insurance". In the last 5 years this workshop has been presented more than 20 times to over 15 local governments. Entities receiving this training include the cities of Ocala, Haines City, Edgewater, Fort Walton Beach, St Cloud; counties of Flagler, Okaloosa, Marion, Citrus; St Johns River WMD and Osceola County School Board.

Claims Assistance

Our **Claims Specialist**, Alexa Gray embraces her primary function to ensure that all claims submitted through our office are received and acknowledged by an adjuster within 24 hours. She also provides follow up with adjusters on open claims to ensure claims handling is in step with the Client's objectives. Tasks included within this role include:

- Claims reporting
- Claims tracking/acknowledgement and closure
- Coordinate claims review meetings
- Liaise with adjusters, client departments
- Assist in coverage clarifications with underwriters as needed

- Prepare spreadsheets in FEMA format for catastrophes
- Pre- and post-event communication

We are committed to be an extension of the Town's staff and take an active approach to ensure that claims management is the number one priority. We provide all new clients with a 'Claims Kit', which outlines procedures and protocols for effective claim reporting, monitoring, and closure.

As a claims advocate, Brown & Brown will work closely with you and directly on your behalf with insurance carriers. We are willing and able to coordinate and attend claims meetings to resolve claims quickly and equitably. We have extensive experience assisting our clients with claims, both large and small. Our position is representing our clients, not the insurance carriers. The Town will never question which side of the fence we are on. We follow up with adjusters on open claims to ensure claims handling is in step with the Client's desires.

FEMA Public Assistance Coordination

Our vast experience in managing large property claims has led us to develop unique programs such as our FEMA Coordination program. This service was created in response to the difficulty that most public entities experienced in dealing with FEMA after the major storms in 2004.

Our first initiative was to gain an intimate understanding of the Stafford Act and its implications in providing public assistance funds in Florida. We then met directly with FEMA representatives in the Lake Mary Long Term Disaster Recovery office and quickly established a procedure and protocol with FEMA personnel that will improve their ability to quickly pay public assistance funds to our clients. For example, we have provided a current client property policy and schedule to FEMA in advance of any losses so that FEMA will not need to request this information directly from our clients. We have also coordinated the efforts of the insurance company's loss adjusters to better align with the data that FEMA requires on their Project Worksheets. These Project Worksheets are an integral part of FEMA's reimbursement process and can significantly slow the process if they are not completed accurately.

We are also committed to working directly with FEMA representatives and consultants to expedite every aspect of the public assistance process.

In the event of a major loss we will be assisting in every step of the insurance company claims process as well as the FEMA reimbursement process. We are confident that with the protocols in place we can effectively improve the expediting of claim payments and cash flows.

Turnkey Disaster Recovery

Preferred's Disaster Response includes your choice of pre-approved contractors, remediation experts, emergency repair firms and general contractors. The city can choose to engage a single *Preferred* approved general contractor that will coordinate and administer every phase and aspect of recovery. This includes vetting, bidding, and hiring every contractor and sub-contractor for every repair!

Preferred will pay these contractors directly on behalf of the city to ensure a truly seamless process that protects the city's cashflow and preserves the procurement process. The whole process is FEMA approved and accepted.

Further details on Disaster Recovery can be found in *Preferred's 2023 Preparedness Guide* attached to this proposal in Section 5. 2-3. Part B.

2-3 Required Carrier and/or Broker-TPA Services

A. Loss Control Assistance:

1. **Proposers are expected to provide loss control/safety assistance as appropriate for the coverage and are required to submit information regarding loss control programs and any applicable additional costs related to the service. The Proposal must indicate if the services are to be provided by the carrier, Broker or TPA.**

Our proposed carrier, *Preferred*, has insured the Town for many years. Their 2023 Safety & Risk Management Services Guide is included in this section. Chris Kittleson, ARM, is the Senior Risk Control Consultant for the Town and has worked with Daisy Sand and other staff members to develop a solid risk control and loss prevention program for the Town.

Loss Control Services

Loss Control Assistance – Safety is a key objective of our program. See our full presentation of resources in the Loss Control Services Guide directly following this page. Also attached is a recent *Preferred* News quarterly publication containing informative articles affecting Risk Management. Legal services are included in these offerings. Additionally, we offer the following:

Webinars are presented on a frequent basis. A few recent topics presented include:

- Body Worn Cameras – Proceed with Caution
- Public Records
- Working and Complying with the Americans with Disabilities Act
- Accident & Injury Investigations
- Heart & Lung (Workers Compensation presumption benefit for first responders)
- Medicare Set-asides
- Sexual Harassment
- Drug Free Workplace

The Town will work with Chris as your **Safety & Risk Management Consultant** to identify your needs and deliver risk management resources. All our consultants have over 20 years of experience each. Customized on-site training is dependent upon your needs. Some of the standard training topics include (but certainly is not limited to):

- Emergency and Hurricane Preparedness
- Defensive Driving
- Workplace ergonomics
- Job Hazard Analysis

Employment-focused resources included are:

- HR Risk Management Helpline – access to legal opinions and resources highlighted below.
- Pre-termination issues consultation with your choice of panel defense counsel: $2,500 per each potential employee termination, $5,000 aggregate per year.
- Online training modules to include:
    - Employment Practices for Supervisors
    - Issues of Alcohol and Substance Abuse
    - Discipline and Termination
    - Interviewing and Hiring
    - Performance Management
    - Preventing Discrimination
    - Understanding Employee Leave
    - Workplace Violence
    - HIPAA Awareness
    - Preventing Workplace Sexual Harassment
    - Preventing Workplace Discrimination
    - Preventing Wrongful Termination
    - Promoting Ethical Behavior
    - Promoting Child Safe Environments
- Current best practices for employment practices
- Model policies on many issues including Equal Employment Opportunity
- *Preferred* News issued quarterly. The current issue includes "Blurred Lines: Medical Marijuana and the Workplace" written by and from the pertinent perspective of a legal specialist in Florida local government law. (Specimen newsletter is attached herein.)
- Access to online up-to-date information and expert commentary including government employment issues.

2. The type, nature and frequency of Loss Control programs such as Safety Training, Safety Orientation, Safety Inspections and Safety Consultation shall be listed in the proposal.

The Loss Control Service Plan mentioned above outlines the type of programs and frequency of each for your reference.

B. Claim Service:

1. **Proposers are expected to provide prompt and professional claims service and are requested to submit information regarding claims service and applicable costs, if additional. Detailed Loss Reports should be furnished quarterly to the Town of Jupiter by the twentieth (20th) of the month following the end of the calendar quarter. Attach sample loss runs.**

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and also administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educator's liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to $10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data, and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.

Detailed loss runs are available monthly and can also be accessed anytime online at PGCS-TPA.com. Custom reports are also available online and can be tailored to meet the Town's needs.

The PGCS claims and management services are included in your membership of the Preferred Governmental Trust.

A sample of the loss run report can be found in Section 5. 2-2. Part A.

2. **Detailed information concerning the carrier's claims philosophy must accompany the proposal.**

The cornerstones of our claims administration are communication, quick access and sound return-to-work policies. Unparalleled experience in Florida's public workplaces makes the claims process personal to each member.

- 24/7 claim reporting by fax, email or online
- 24/7 online access for claim status and adjustor notes, loss runs, trend analysis and data charts
- Access to trained nurses for direction to initial medical facility
- Catastrophic adjustment teams
- In-depth claim review via quarterly meetings
- Dedicated subrogation unit to pursue at-fault third-party reimbursements
- Special investigation unit (SIU) for fraudulent claims

Preferred handles the claims of several hundred public sector members. From first report to final settlement, it's our business to do it well.

3. **The Town requires that a jointly approval list of Carrier/Insured law firms and/or attorneys be established and that the insured has the ability to designate defense attorneys from that list on a claim by claim basis.**

Agreed. The Town has enjoyed an excellent working relationship with Lyman Reynolds of Roberts, Reynolds, Bedard & Tuzzio; P.A. *Preferred* maintains a current list of panel attorneys that the Town may choose from is included in the proposal.

4. **If proposal is a Self-Insured Program or SIR program including Third-Party Administration (TPA) of Claims then complete the attached RFP for CLAIMS ADMINISTRATION (TPA). If you are proposing an insured program that includes claims service with no additional fees you may ignore the Claims TPA RFP.**

Not Applicable

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

LIABILITY DEFENSE PANEL

Roper, P.A.
2707 E. Jefferson Street
Orlando, FL 32803
(407) 897-5150
www.roperpa.com

Brionez & Brionez, P.A.
322 W. Burleigh Blvd
Tavares, FL 32778
(352) 432-4044
www.bblawfl.com

Carr Allison
305 S. Gadsden St.
Tallahassee, FL 32301
(850) 222-2107

208 N. Laura Street
Suite 1100
Jacksonville, FL 32202
(904) 328-6456
www.carrallison.com

Kelley Kronenberg
1475 Centrepark Blvd,
Suite 275
West Palm Beach, FL 33401
(561) 684-5956
Tampa/ Jacksonville/ Fort Lauderdale Locations
www.kelleykronenberg.com

Quintairos, Prieto, Wood & Boyer, P.A.
4190 Belfort Rd, Suite 450
Jacksonville, FL 32216
(904) 354-5500
www.qpwblaw.com

Roberts, Reynolds, Bedard & Tuzzio, P.A.
470 Columbia Drive
West Palm Beach, FL 33409
(561) 688-6560
www.rrbpa.com

5237 Summerlin Commons Blvd.
Ft. Myers, FL 33907
(239) 275-2268
www.rrbpa.com

Rumberger, Kirk & Caldwell P.A.
101 N. Monroe Street,
Suite 120
Tallahassee, FL 32301
(850) 222-6550
www.rumberger.com

Llopiz Wizel
1451 W Cypress Creek Rd
Suite 300
Fort Lauderdale, FL 33309
(754) 312-7389
www.l-wfirm.com

Unice, Salzman & Jensen, P.A.
1815 Little Road
Trinity, FL 34655
(727) 723-3772
www.unicesalzman.com

Warner Law Firm, P.A.
501 W 11th St.
Panama City, FL 32401
(850) 784-7772
timwarner@warnerlaw.us

Walton, Lantaff, Schroeder & Carson LLP
931 Village Blvd, Suite 905
West Palm Beach, FL 33401
(561) 689-6700
www.waltonlantaff.com

Weiss, Serota, Helfman, Cole & Bierman
2525 Ponce De Leon Blvd,
Suite 700
Coral Gables, FL 33134
(305) 854-0800
www.wsh-law.com

The brief description of coverage contained in this document is provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

WORKERS' COMPENSATION DEFENSE PANEL

Barbas, Nunez, Sanders, Butler & Hovsepian
1802 W. Cleveland Street
Tampa, Florida 33606
(813) 279-2686
www.barbaslaw.com

Roper, P.A.
2707 E. Jefferson Street
Orlando, FL 32803
(407) 897-5150
www.roperpa.com

Chartwell Law Offices, LLP
2984 Wellington Circle
Tallahassee, FL 32309
(850) 668-7900

833 Highland Avenue, Suite 202
Orlando, FL 32803
(407) 203-3600
www.chartwelllaw.com

Cole, Stone & Stoudemire, P.A.
201 North Hogan Street #400
Jacksonville, FL 32202
(904) 352-9664

Hernandez, Hicks & Valois
5800 N. Andrews Avenue
Ft. Lauderdale, Florida 33309
(954) 938-1920
dhernandez@hhdefense.com

Kelley Kronenberg
10245 Centurion Pkwy N. Suite 300
Jacksonville, FL 32256
(904) 549-7700
www.kelleykronenberg.com

Public Entity Legal Solutions
P.O. Box 958464
Lake Mary, FL 32795
(321) 832-1400
ghelm@pelsusa.com
www.bha-law.com

Walton, Lantaff, Schroeder & Carson LLP
931 Village Blvd, Suite 905
West Palm Beach, FL 33401
(561) 689-6700
www.waltonlantaff.com

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2023
Services Guide
Preferred
PGIT
GOVERNMENTAL
INSURANCE TRUST
Preferred Governmental Insurance Trust (Preferred) is a member-owned insurance risk pool serving Florida's public entities since 1999. With a statewide presence and localized options, Preferred is the only Insurance Trust in Florida that uses a totally dedicated and independent agency distribution system for optimal member service.

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Service is the heart of what we do.

This Services Guide is designed to outline and describe the comprehensive resources and services available to the members of the Preferred Governmental Insurance Trust. The Preferred Loss Control team is available to assist members with their loss control service and risk management needs.



To effectively serve our members, we will implement the following additional measures as needed:

- Maintain effective relationships with agents by keeping them informed of each member's resource requirements and service needs.
- Work closely with PGCS Claim Services to share information and refine data that is used to evaluate our members and target specific areas where services may be required to assist in improving member claims costs.

It is of paramount importance that the level of service we provide meets or exceeds the expectations of our members. We take a pro-active approach to serving our members and encourage you to contact us with your thoughts and input.

Loss Control Consultants & Service Regions



Chris Kittleson
Director of Loss Control Technical Services
Cell: (321)525-0353 | Email: CKittleson@PublicRisk.com

Christopher H. Kittleson is the Director of Loss Control Technical Services for Public Risk Underwriters of Florida and provides Loss Control services for public entities in the Southeast Florida region. With over 24 years of Safety & Health consulting experience in both the public/private sector, Chris has developed expertise in the areas of Safety Program Development, Return-to-Work Programs, Regulatory Compliance, Accident Investigation and Safety Training. Chris graduated Cum Laude from St. Cloud State University, St. Cloud, MN with a Bachelor's of Science in Engineering Technology, has earned his Associate in Risk Management (ARM), is a National Safety Council Certified Defensive Driving Course Instructor, Certified Playground Safety Inspector (CPSI), as well as a Professional Member of the American Society of Safety Professionals (ASSP), Past President of the South Florida Chapter of ASSP and was awarded the 2013 Safety Professional of the Year Award by the South Florida Chapter of ASSP.

Chris serves the Southeast Regional members located within the following Florida counties: Brevard, Broward, Dade, Indian River, Martin, Monroe, Palm Beach, St. Lucie.

Pam Hancock
Senior Safety & Risk Management Consultant
Cell: (321)960-3432 | Email: PHancock@PublicRisk.com

Pam has worked in the insurance field for 28 years, with the last 15 years with Public Risk Underwriters of Florida, Inc. Her experience includes working in program development, marketing, training and liaison between members and Underwriting, Claims and of course Risk Management. She is a Certified ADA Coordinator and has completed the 10-hour OSHA Outreach Training course in General Industry Safety and Health. Pam also completed the Fundamentals of Employment Law with State College of Florida. Her educational background is in business and computer programming. She is an active member of Southwest Florida PRIMA, as well as a Professional Member of the American Society of Safety Professionals (ASSP).

Pam serves our Southwest Regional members located within the following Florida counties: Charlotte, Citrus, Collier, DeSoto, Glades, Hardee, Hendry, Hernando, Highlands, Hillsborough, Manatee, Lee, Okeechobee, Osceola, Pasco, Pinellas, Polk, Sarasota.

Mike Marinan
Director of Member Services
Phone: (321)832-1473 | Cell: (407)725-6858 | Email: MMarinan@PublicRisk.com

Mike has a degree in Industrial Safety Engineering and over 38 years' experience in the Safety and Risk Management field. He has been employed by Public Risk Underwriters of Florida, Inc. for 20 years. He holds an RMPE designation, General Lines 220 and 218 licenses, is an active member of Central Florida PRIMA, as well as an active member of ASSP and numerous related Safety and Health organizations. He was a Governor appointee to the Task Force on Workplace Safety.

Mike serves the Panhandle/Central Region members located within the following Florida counties: Alachua, Baker, Bay, Bradford, Calhoun, Clay, Columbia, Dixie, Duval, Escambia, Flagler, Franklin, Gadsden, Gilchrist, Gulf, Hamilton, Holmes, Jackson, Jefferson, Lafayette, Lake, Leon, Levy, Liberty, Madison, Marion, Nassua, Okaloosa, Orange, Putnam, Santa Rosa, Seminole, St. Johns, Sumter, Suwanee, Taylor, Union, Volusia, Wakulla, Walton, Washington.

Please contact the Preferred Loss Control Team with any questions you have.

Safety & Risk Management Services Overview



The success of any Public Entity is tied to its ability to protect and preserve its human and physical assets. This basic premise serves as the cornerstone of an effective safety and risk management program and underscores the importance of safety and risk management to the community. Preferred Loss Control Consultants are very aware of the valuable contribution that a comprehensive Loss Control Program can make to your bottom line.

To better serve our members, we provide a full complement of services, resources and support. All services and resources are free to Preferred members.

Below is a quick summary of the many resources provided to Preferred members:

+ Safety & Risk Management Consultative Services

The Preferred Loss Control Team provides safety and risk management consultative services based on the best practices of accident prevention and claims management. Through the development and implementation of a customized service plan, your Loss Control Consultant will assist you and your organization in reducing claims frequency/severity as well as controlling insurance costs.

+ Claims Management

Your Public Risk Underwriters of Florida Loss Control Consultant will assist with the coordination of Claims Reviews and Claims 101 training, which are provided by Preferred Governmental Claims Solutions (PGCS). The intent is to assist members with posturing claims for positive outcomes as well as educate members on the best practices of claims management.

+ Preferred TIPS Program

Provides a reimbursement of up to 50 percent for relevant safety equipment/risk management training up to a maximum of $5,000 per policy period.

+ Online Learning Center

An online training platform offering more than 700 training courses covering topics related to HR/employment practices, OSHA compliance, motor vehicle safety and cyber awareness.

+ Streaming Video Training

An on-line video streaming service offering an extensive video library of over 700 videos allows you to watch videos 24/7 on your preferred mobile device. Topics include transport safety, hazmat, workplace safety, construction safety and human resource/legal compliance.

+ Preferred Risk Management Resource Center

Available to members who have their EPLI coverage with Preferred. The Center provides access to numerous resources on employment law, cyber security, ADA website compliance, safety and emergency/disaster response, as well as access to Florida-based employment law experts. HR and cyber experts can be contacted via phone or email.

+ My Community Workplace

A valuable on-line resource that provides up-to-date information, expert commentary, cutting edge training and information on topics ranging from workplace sexual harassment and workplace discrimination to wrongful termination, cyber awareness, ethical behavior and child protection.

+ Preferred News

We provide a quarterly newsletter covering key governmental insurance issues, relevant articles and member news.

+ Preferred Seminars/Webinars

Educational seminars/webinars offered throughout the policy year on relevant topics that include presentations by Public Entity experts and Preferred's panel of defense attorneys.

Claims Management & Training



Preferred Governmental Claims Solutions (PGCS) provides members with the ability to manage their claims more effectively. By accessing the online claims management database, members can report claims online, obtain copies of loss runs, create reports to monitor trends and review claim notes to get up-to-date information on a claim as well as determine claim status.

Registering for PGCS Online Claims Data Access:

To register, visit www.pgcs-tpa.com and click the Member/Client button or contact your Preferred Loss Consultant today.

Loss Control Assistance with Claims Management:

Upon activation of the online claims management database, your Regional Loss Control Consultant is available to assist you with claims management activities that include the following:

- Coordinate claims review by line of coverage
- Coordinate Claims 101 training
- On-site registration assistance with the PGCS claims database
- PGCS database training to include database features/ benefits, report generation as well as current claims status
- Assist with the development/implementation of your Return-to-Work (RTW) Program
- Assist with the development/implementation of your claims reporting policy
- Conduct Worker's Compensation Fraud training

Members can report claims online, obtain copies of loss runs, create reports to monitor trends and review claim notes to get up-to-date information on a claim as well as determine claim status.

Preferred TIPS

The Preferred TIPS matching grant program allows for all members to receive up to $5,000 in a given policy year for up to $10,000 spent on eligible items.



Program information and requirements can be found on the current Preferred TIPS application.

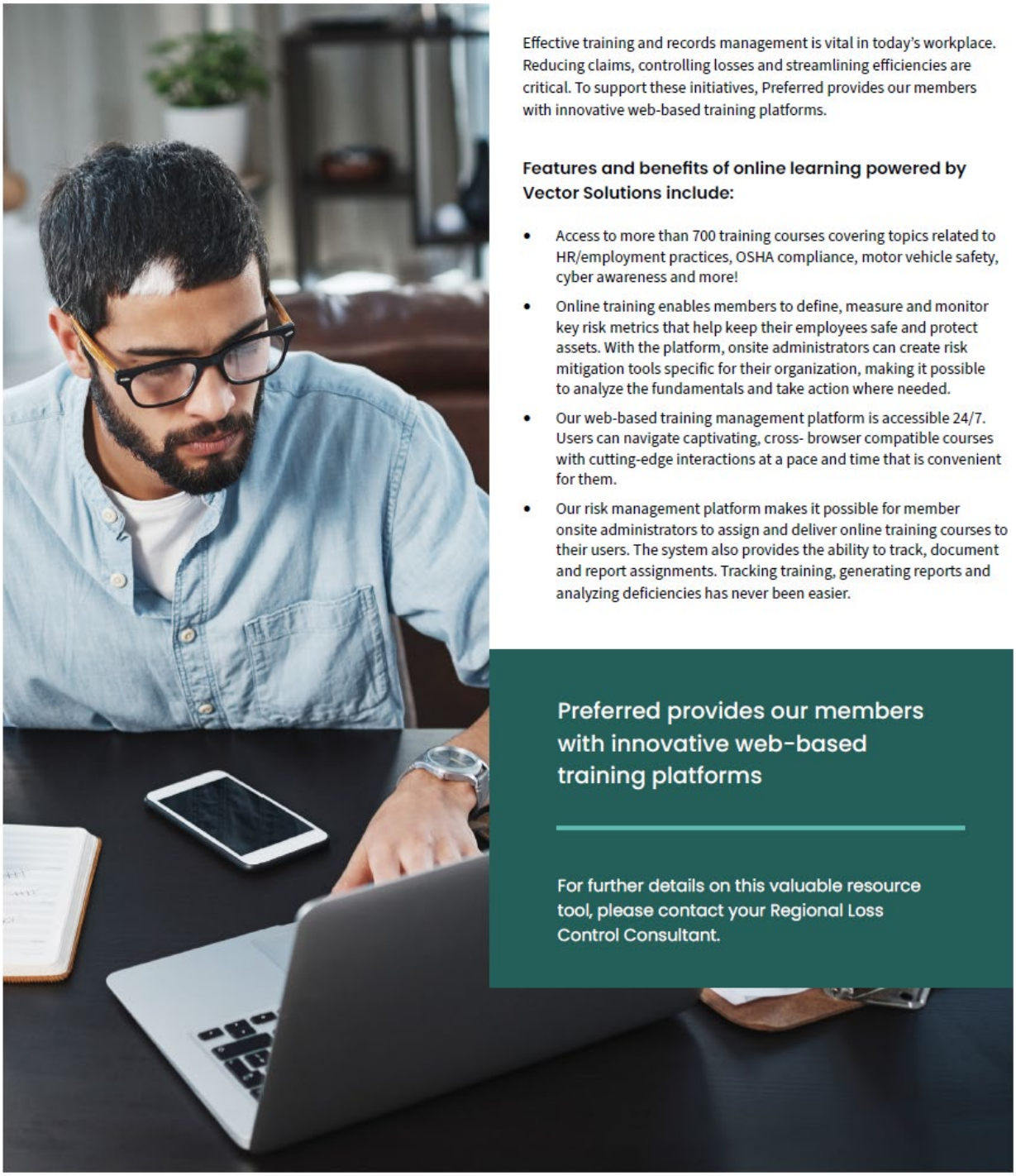
Examples of eligible reimbursements include:

- Safety related signs
- ADA compliance measures
- Police accreditation program fees
- Driver training
- Ergonomic training
- Sidewalk repairs
- Most any safety related training or equipment
- Employment practices related training

Contact

For more information, please contact your regional Loss Control Consultant or review the TIPS application.

Online Learning Center



Effective training and records management is vital in today's workplace. Reducing claims, controlling losses and streamlining efficiencies are critical. To support these initiatives, Preferred provides our members with innovative web-based training platforms.

Features and benefits of online learning powered by Vector Solutions include:

- Access to more than 700 training courses covering topics related to HR/employment practices, OSHA compliance, motor vehicle safety, cyber awareness and more!
- Online training enables members to define, measure and monitor key risk metrics that help keep their employees safe and protect assets. With the platform, onsite administrators can create risk mitigation tools specific for their organization, making it possible to analyze the fundamentals and take action where needed.
- Our web-based training management platform is accessible 24/7. Users can navigate captivating, cross- browser compatible courses with cutting-edge interactions at a pace and time that is convenient for them.
- Our risk management platform makes it possible for member onsite administrators to assign and deliver online training courses to their users. The system also provides the ability to track, document and report assignments. Tracking training, generating reports and analyzing deficiencies has never been easier.

Preferred provides our members with innovative web-based training platforms

For further details on this valuable resource tool, please contact your Regional Loss Control Consultant.

Streaming Video Training



This training resource gives our members unlimited access to Streamery's extensive video streaming library of videos covering workplace safety, driving safety, construction safety, and human resource/legal compliance. Video titles are available in both English and Spanish to support your organization's training initiatives.

Features of Streamery video streaming service include:

- An easily accessible, extensive video library of over 700 training videos
- Video course materials to include leader guides, quizzes and completion certificates
- Tablet and mobile capable – Now you can watch videos on your preferred mobile device, such as tablets and smartphones. Videos available 24/7.

As part of Preferred's initiative to provide improved products/services offered to our members, we encourage you to use the Streamery video streaming service for assistance with your safety and risk management training needs.

To learn more on how your organization can take advantage of this exciting free training resource, contact your Preferred Loss Control Consultant.

Risk Management Resource Center



The Preferred Risk Management Resource Center (PRMRC) is available to members who have their EPLI coverage with Preferred. The Resource Center is an employment law, cyber security, ADA compliance and safety-focused resource designed to control costs, save time and complement the valuable services that Preferred provides.

The PRMRC has been recently improved to include:

- Over 22,000 pieces of relevant content and applications
- More than 200 online training courses
- And more!

Human Resource (HELPLINE) Services include:

- Confidential, documented and real time responses to your employment law questions from experts in human resource and employment law. This service is available to members via phone and email.
- Online Unlawful Harassment Training for all supervisors and employees
- A Florida specific employee handbook building tool
- Customizable HR risk management resources including federal and state-specific forms and posters

Cyber security resources include:

- Cyber Assessment – Easy-to-use tool to measure data breach exposure with instant feedback on how to protect your organization from potential cyber risks
- Robust privacy and security templates, including a customizable incident response plan (IRP), which can be specifically tailored to meet industry and regulatory requirements
- Unlimited access to cybersecurity experts via phone or email
- Resources for keeping staff up to date on a range of issues related to privacy, data security and compliance
- Latest news and events regarding data breaches, regulations, class-action lawsuits, cyber threats and protective technologies

ADA website compliance:

- ADA compliance fact sheet and checklist - Resource tools to review an organization's online presence
- WAVE® by WebAIM Accessibility Evaluation Tool - Evaluate accessibility of an organization's website

Safety resources include:

- Safety procedures & practices
- Workers' compensation resources
- Union relations resources
- Unemployment compensation resources
- Layoff resources
- OSHA training videos

Emergency and disaster resources include:

- Sample communications
- Plans
- Policies
- Posters and notices
- Federal and state resources
- Helpful checklists

Members who have their EPLI coverage with Preferred may register to use this valuable service by going to: PgitSupport.com, or by calling (877) 568-6655 to speak with a Risk Management Resource Center representative.

My Community Workplace Website

The My Community Workplace is available to all Preferred members. This free online resource that can save you time and money by providing cutting edge training and information for your workplace. Members may register to use this valuable resource at MyCommunityWorkplace.org.



Online Training

Online training modules for managers and supervisors are available 24/7 at no cost to the member. This could result in a potential savings of thousands of dollars a year in training costs.

Training courses available:

- Preventing Workplace Sexual Harassment
- Preventing Workplace Discrimination
- Preventing Wrongful Termination
- Promoting Ethical Behavior
- Promoting Child Safe Environments

Up-to-Date Information and Expert Commentary

Topics include:

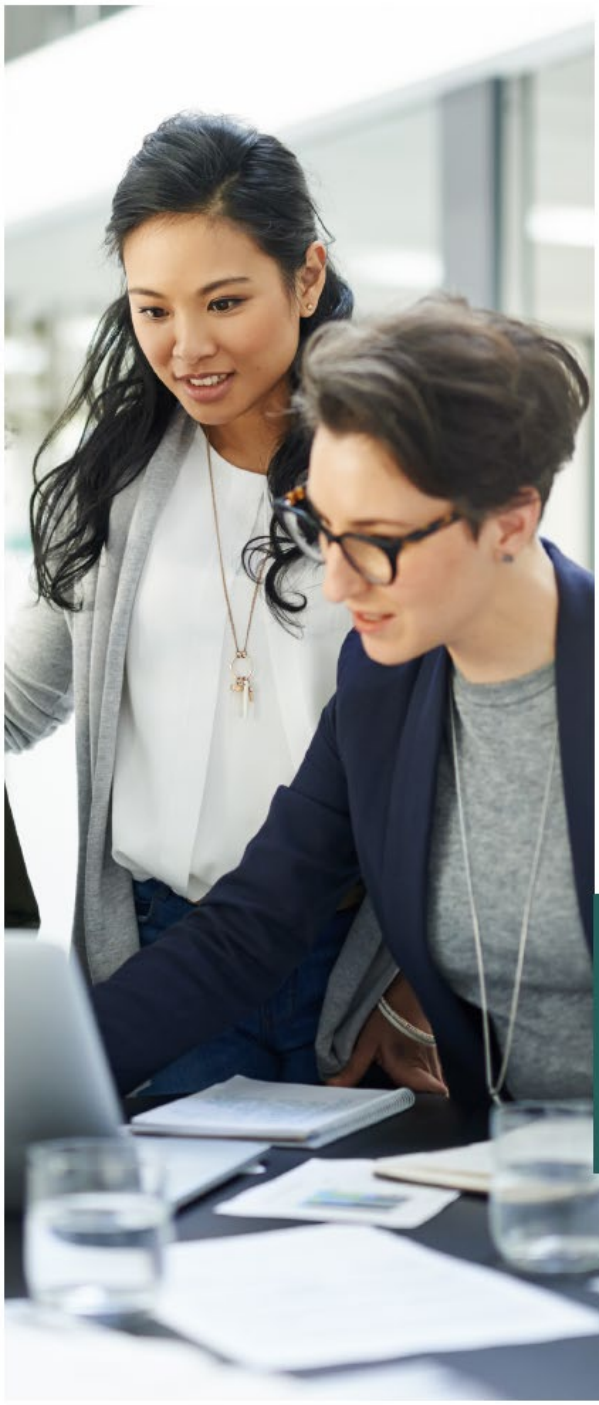
- Best practices for employment practices and child protection
- Leadership and management skills
- Cyber awareness
- Exclusive articles written for the specialized interests, such as government entities, schools and not-for-profits

Knowledge Vault

- Library and checklists – Thousands of articles covering vital workplace issues, grouped according to topic, as well as self-audit checklists
- Links to important federal and state government websites
- Model Handbook – Over 95 model policies on workplace issues ranging from equal employment opportunity to social media (certain key policies are available in English and Spanish)
- Loss Scenarios – Examples of situations that have caused liability for organizations like yours

Notice: MyCommunityWorkplace.org is a product of The McCalmon Group, Inc., platform administrator solely responsible for its content.

Preferred Virtual Training Academy



The Preferred Virtual Training Academy provides virtual training by our experienced Loss Control Consultants, as well as industry experts on a variety of topics such as workplace safety and claims handling, human resources and cyber security. Training is interactive and customized to better meet the educational needs of your organization. As always, training is provided at no additional cost to Preferred members. Some of the benefits of using virtual training include:

Convenience

Employees can take training at their workstation at the traditional workplace or from a remote location.

Productivity

Virtual training allows employees to use their time more effectively. Safety: Employees do not have to physically gather in groups.

Efficiency

No requirement to reserve/setup training room, as well as coordinate setup of audio/visual equipment.

Cost effectiveness

Employees do not need to travel off site to receive training.

We encourage you to contact your Preferred Loss Control Consultant to learn more about our Virtual Training Academy and begin the process of selecting training topics. In addition, a comprehensive list of customized training topics to meet your needs is available upon request.

Onsite Safety Survey Program



Our Loss Control Consultants are always available to meet your onsite/in person needs including conducting training on hundreds of topics and assisting members with safety surveys and inspections.

The primary goal is to identify unsafe conditions and/or unsafe behavior that could contribute to an accident, injury and/or illness. General surveys/inspections can be provided as well as surveys/inspections with a specific emphasis, i.e., slip, trip and fall hazards or ADA. We have developed safety inspection checklists to assist our members in providing regular and recurring inspections on a proactive basis. These checklists allow members to proactively identify workplace safety hazards and provide corrective action before an accident, injury and/or illness occurs.

We can assist in finding and reducing these hazards!

- Public Beach
- Cafeteria / Kitchen
- City Hall
- Public Dog Park
- Fire Station
- Meeting / Exhibit Hall
- Public Park
- Park Trails
- Playground
- Police Station
- Schools
- Skate Park
- Sports Complex (indoor)
- Sports Complex (outdoor)
- Public Swimming Pool
- Trenching & Shoring
- Public Utilities
- Vehicle Maintenance Garage

Health and Safety Fair Participation

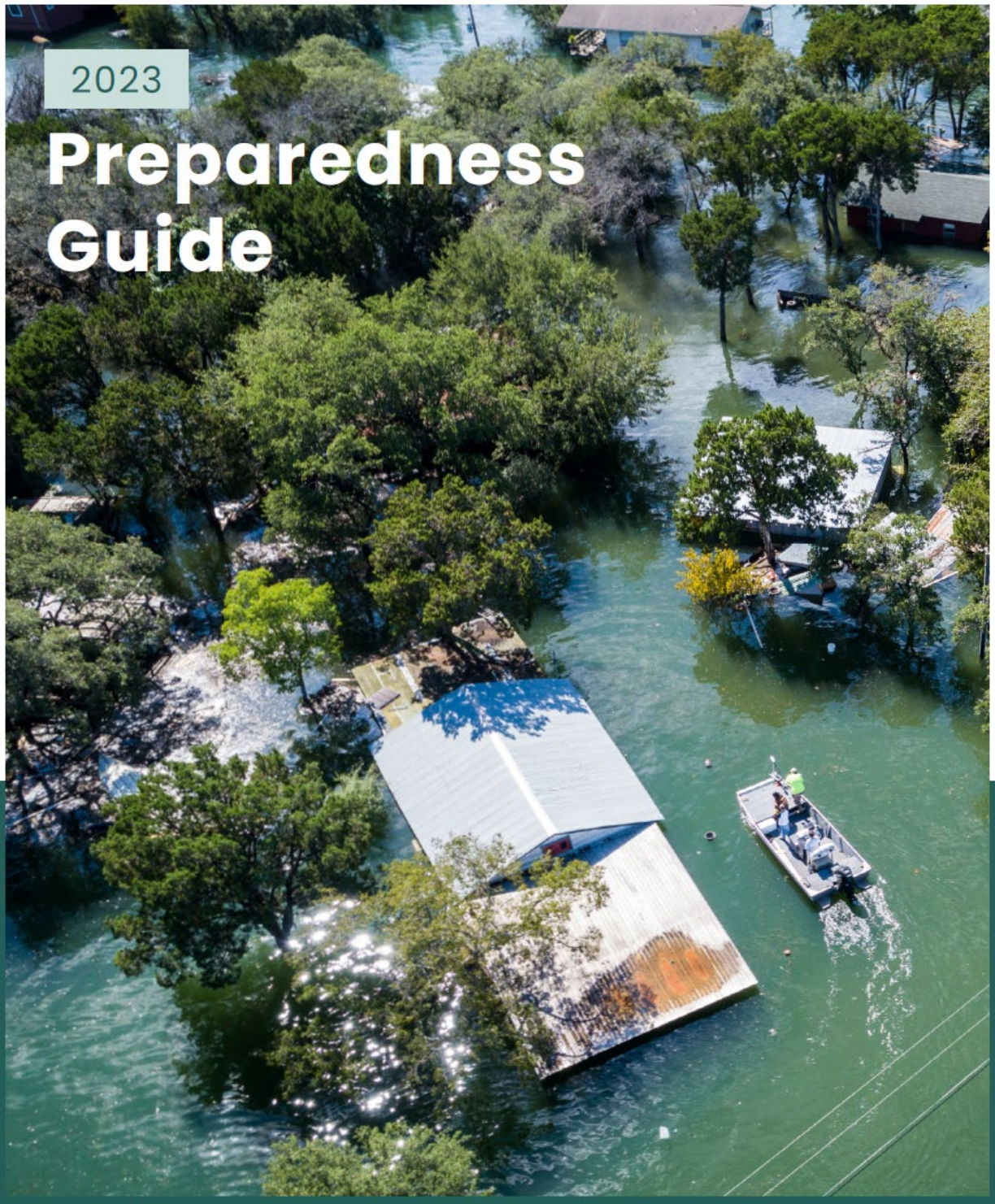


Planning a special event for your employees? Preferred's Loss Control Consultants can participate in your upcoming employee health and safety fairs.

Our participation in your special event could include one or more of the following:

- Safety related hand-out materials, such as booklets and brochures
- Special event promo giveaway items

Contact your agent or Preferred Loss Control consultant on how we can participate in your upcoming employee related special events.



Preferred GOVERNMENTAL INSURANCE TRUST PGIT

This guide was specifically prepared for Preferred members and contains sound risk management principles and practices related to preparing for and dealing with natural disasters.

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Are you ready?



Florida residents are no strangers to natural disasters, and our location leaves us vulnerable to those disasters, especially hurricanes. Natural disasters cause significant disruption to our daily lives having serious effects on our communities. Preparedness is vital. Having the knowledge, skills and abilities to respond to a disaster is essential and part of everyone's responsibility.

This guide was specifically prepared for Preferred members and contains important information regarding sound Risk Management principles and practices. These will assist you and your organization in preventing injuries, protecting your property as well as saving you time and money. Most important is the claims handling process. Understanding this process beforehand will help you greatly when you need it most. The team at Preferred Governmental Claims Solutions (PGCS) is ready and able to assist you with any claims related questions you may have pre/post disaster. In addition, our Preferred Loss Control team is available to lend assistance with providing valuable resources pertaining to enhancing your existing emergency preparedness programs, policies and procedures.

Working together will play a key role in how quickly we recover from disasters. This Preparedness Guide will make you better prepared for the next big disaster.



Important message for Preferred Property/IM coverage members

In preparation for the 2023 Storm Season, and as a service to our Property/Inland Marine coverage members, we are happy to provide you with an electronic version of the Hurricane Kit, which contains the following information:

- **2023 Hurricane Cover Letter**
- **PGCS Hurricane Claims Process & Preferred/First Onsite**
- **Partnership flyer**
- **Preferred Recovery Vendors list**
- **Acord Property and Auto Loss notices**
- **Member Property and/or IM schedules**

If you would like to receive an electronic version of the Hurricane Kit for your organization, please email your request to Michael Stephens, Senior Loss Control Specialist at MStephens@PublicRisk.com.

Please follow us on Facebook for storm updates and information.

Preventing employee injury and illness

Florida's hurricane season exposes employees to an increased risk of injury and illness. More specifically, injuries are likely to occur in advance of the storm during emergency preparations, during the storm for first responders who are required to go into the storm and to those employees who are exposed to post hurricane activities.



HURRICANE PREPARATION

To reduce storm related injury/illness during emergency preparations, implement an Emergency Action Plan (EAP). The Occupational Health and Safety Administration (OSHA) require employers with more than 10 employees to develop and implement an Emergency Action Plan. The EAP should be developed to identify and coordinate necessary employer and employee actions during an emergency such as a hurricane. In addition, for the EAP to be effective, it's important to train employees so they better understand their roles and responsibilities under the plan. At a minimum, the EAP must include the following elements:

- Means of reporting emergencies
- Evacuation procedures and assigned exit routes
- Procedures to account for all employees following an evacuation
- Procedures to be followed by employees required to remain behind to attend to critical operations before evacuating
- Rescue and/or medical duties for employees who are assigned/ trained to perform them
- Names or job titles of people who can be contacted for more information about the plan
- The location of the nearest hospital or emergency medical center
- The type of alarm system used to notify employees of an emergency
- The location and permissible use of protective equipment such portable defibrillators, first aid kits, dust masks and fire extinguishers
- Identify employees who are qualified or trained to perform emergency preparations to reduce the potential for injury or illness

RESPONDING DURING AN EMERGENCY

While most employees can stay inside during a hurricane, some employees are required to go into the storm. This may include utility workers, law enforcement personnel, firefighters and emergency response medical personnel, sanitation and public works employees. During a hurricane, some typical workplace safety hazards employees would be exposed to include the following:

- Electrical hazards from downed power lines or downed objects in contact with power lines
- Burns from fires caused by energized line contact or equipment failure
- Falling and flying objects such as tree limbs and utility poles
- Hazardous driving conditions due to slippery roadways
- Slips and falls due to slippery walking/working surfaces
- Exhaustion from working extended shifts
- Falls from heights
- Dehydration
- Heat stress
- Musculoskeletal hazards
- Waterborne diseases

Once the proverbial dust settles after a hurricane, hazards to employees still remain. Hazards are even greater for employees who are tasked with cleaning up after the storm, and employees can expect to be exposed to the following:

- Exposure to hazardous chemicals or mold
- Downed power lines and trees
- Heat illness
- Confined spaces
- Mosquito-borne diseases such as Zika virus
- Structural destabilization
- Tree removal/chain saws
- Exhaustion from working extended shifts

In all cases, employers must ensure employees exposed to the hazards referenced are provided with appropriate training, proper tools and equipment as well as personal protective equipment to reduce and/or eliminate workplace injuries or illness during Florida's hurricane season.

For additional information and assistance regarding emergency preparedness, please contact your Preferred Loss Control Consultant.

First responder preparedness



We ask a tremendous amount of our first responders during disasters and emergencies. They are the first line of defense, and they are the first helping hand extended to survivors. Our ability to respond to and recover from disasters is directly influenced by how well prepared our first responders are and how well we all work together as a team before, during and after a crisis.

First responders must provide essential services to respond to the impacts of the disaster on the community at large, prevent further damage where possible, and serve as a steady presence in the face of such events. To be able to provide these essential services, responders must take many of the same preparedness steps as other members of the community.

If responders fail to prepare themselves and their families in advance of a disaster, they can be hindered in their ability to perform their jobs when a disaster strikes, as they will be focused on personal and family safety. This advance planning lessens the burden on responders during a response and helps them devote more of their mental resources to the task of securing the community.

First responder preparation should include project goals, objectives and potential obstacles and challenges. This will allow planners to focus efforts and take mitigating actions against any projected challenges. **A comprehensive organizational preparedness program should consider four core interrelated phases:**

- Pre-incident awareness, education and training
- Facilities and equipment assessment
- Procedure and policy assessment
- First Responder Organizational Preparedness Plan

Specific personnel should develop and design the Organizational Preparedness Plan, which should include the following additional activities:

- Conduct preparedness surveys
- Identify sheltering options for personnel and family members, including internal shelters as well as public shelters
- Establish a capacity for long-term feeding operations for responders and their families
- Determine emergency power capability, and build capacity if lacking
- Establish long-term funding for these capabilities
- Conduct training and exercises
- Educate responders and the public

The role of first responders when responding to a disaster is very similar to the day-to-day role of public safety and supporting the community. In preparing for a disaster, first responders trust their training and capitalize on their knowledge of a community.

Exercises portraying the situations (large- and small-scale events) help better prepare responders to fully understand the resources needed for each event and apply that information to each community's needs.

Fire, EMS and Law enforcement officials know their communities best and interact with residents on a daily basis. This knowledge helps them provide valuable situational awareness to response and recovery groups coming in to help.

First responders play a key role in many of the operations that maintain overall public safety within the community during a disaster. It is critical to develop a plan and prepare for the challenges that arise during these events.

During a disaster, first responders play a key role in many operations including: search and rescue, evacuations, door-to-door checks and maintaining overall public safety within the community.

Hurricane debris - plan on it!



Debris created by storms can be overwhelming in its magnitude. Debris management and removal are invariably among the most complex and costly problems following a disaster.

Over 1,000,000 cubic feet of debris were created by Hurricane Matthew in Flagler and St. Johns counties alone. When asked if he had any advice regarding the post hurricane debris, Joe Meyer, retired Risk Manager at Flagler County responded, "Make sure you know where you're going to put it, plan for it!"

The cost of debris removal can mean the difference between successfully managing it post hurricane or not. Cleaning up debris can be time consuming and costly, extending the recovery from the disaster.

According to FEMA, Hurricane Katrina, one of the most catastrophic natural disasters in history, resulted in more than 99 million cubic yards of debris, totaling greater than $3.7 billion in debris removal costs.

In 2022 natural catastrophe losses worldwide were approximately $270 billion. Hurricane Ian alone had estimated insured losses of $60 billion and that was just one of eight hurricanes in the Atlantic that year. Additionally, the five warmest years on record for the U.S. all have occurred since 2006. It stands to reason that these increases will continue each year going forward. The amount of debris generated by natural disasters, and the costs to manage it, will likely increase as a result.

After a natural disaster strikes, a community, working with federal and state officials and other stakeholders, must conduct many debris management-related activities before it can fully recover. These activities can include:

- Estimating debris quantities
- Assessing debris management options
- Triaging debris management
- Segregating debris into different material and waste streams
- Identifying debris management sites and facilities and their available capacities
- Collecting and hauling debris from the field and/or curb
- Removing debris from waterways and sensitive habitats
- Debris sampling and analysis
- Characterizing debris for proper management
- Obtaining emergency permits
- Processing debris (e.g., volume reduction, refrigerant removal)
- Packaging and labeling debris for transport
- Transporting debris to debris management sites and facilities
- Managing debris through reuse, recycling, treatment and/or disposal
- Monitoring incoming debris at the debris management sites and facilities
- Tracking debris from the original deposited point to final destination
- Conducting debris management oversight activities, including site visits, inspection and environmental monitoring at debris management sites
- Communicating with the public about debris collection and other management activities

Pre-incident debris management planning by communities can go a long way in mitigating the cost and time of disaster recovery.

Planning should include forecasting debris volumes and types, identifying available capacity, developing debris management options and defining roles and responsibilities for all related activities.

Pre-incident debris management planning can provide significant benefits:

- Saves valuable time and resources during a response to a disaster
- Allows more efficient, effective and environmentally responsible waste management decision-making during a disaster
- Encourages stakeholders (state, local, owners of private storage, treatment and disposal facilities, residents) to work together before disaster occurs
- Boosts the community's resiliency in the wake of a disaster and positions it for a quicker and less costly recovery to its pre-incident state
- Enhances the community's adaptation to the debris-related impacts of climate-change
- Minimally detracts from, or otherwise impacts, the broader response and recovery efforts due to the efficient implementation of debris management activities

Based on lessons learned and insights from community officials who have conducted debris cleanup after a natural disaster, the Environmental Protection Agency developed a comprehensive, pre-incident planning process to help prepare communities for effective disaster debris management.

This recommended process guides communities through four steps:

1. Conduct pre-planning activities
2. Develop a comprehensive pre-incident debris management plan
3. Keep the debris management plan updated
4. Implement the debris management plan during a natural disaster

Introduction to EPA's Planning for Natural Disaster Debris Guidance

Florida is unique in its vulnerability to hurricanes. There are few communities that haven't been affected by a hurricane in recent years. Storms are getting more severe and the costs and clean-up post disaster more profound. Planning for what needs to be done post-disaster has never been more important than now.



To learn more on Hurricane debris cleanup and cleanup safety, please visit the OSHA Hurricane eMatrix

The property data you need for hurricane season



Atlantic Hurricane Season officially starts June 1. However, in recent years, storms have been known to start kicking up their heels off the coast as early as May, getting a speedy start to their meteorological mayhem.

In risk management, COPE is an acronym for "Construction Occupancy Protection and Exposure." COPE data comes in two categories: primary and secondary. When used in conjunction with a catastrophe modeling tool like AIR or RMS, thorough COPE data can help ensure you have the right coverage whenever a severe weather event pays you a visit.

When you're talking about the data that insurers and reinsurers need in the case of a hurricane risk event, this mainly concerns the "E" in secondary COPE data.

Primary COPE data details a property's square footage, its construction materials, any fire protection and its location.

Secondary COPE data drills down within those categories, detailing building structure and how it might behave under adverse weather conditions.

If you are in an area where hurricanes are prevalent, having accurate exposure details becomes a priority. Note that wind and flood insurance are separate policies from standard property insurance.

Your insurance rates are partially based on how well your property can withstand powerful inland winds and storm surges, as well as factors like your geography, the area's weather history and the Federal Emergency Management Agency's (FEMA) information.

That involves collecting data related to the features of your property that protect against, and can be affected by, high winds and flooding.

It's never too early for you to make sure your properties' COPE data is complete and up-to-date.

SECONDARY COPE DATA RELATED TO WIND

When it comes to the wind exposure associated with hurricanes and convective storms, there is a wide array of secondary COPE details that can be important to track for your Property Statement of Values.

They include but are not limited to:

+ Wind resistance of windows

Windows with poor wind resistance are less likely to withstand powerful winds and flying debris, their damage potentially resulting in additional damage to building interiors from both wind impact and precipitation.

+ Sheltered or unsheltered windows

Whether or not a window is sheltered can be another factor of note, particularly in high wind conditions where airborne objects can easily become missiles.

+ Roof framing

The type of framing material used for the roof can affect the roof's ability to remain safely in place during hurricane-force winds.

+ Roof anchors

The type and effectiveness of the connections used to secure the roof support systems to the walls can affect your risk for property damage. Different types can be more effective in areas where hurricanes are prevalent.

+ Roof covering

The type of materials used to cover a roof – for instance, clay tiles versus standard shingles — can affect the severity of damage to a building during a hurricane.

+ Roof geometry

The shape of a roof can be a factor when wind load is a concern. A high steepled roof, for example, will have more wind uplift than a flat roof.

+ Roof parapets and chimneys

Parapets or chimneys are additions to a building structure that can be subject to damage in high winds. Knowing the number of chimneys and parapets a building has and the height in feet of each can be valuable data to keep on hand.

+ Roof age and condition

An older roof can become brittle and might not endure the extremely high winds of a hurricane the way a newer, more flexible, roof would. It's good to know the life of the roof for each of your buildings and how well each is holding up.

+ Wind zone

Based on information from FEMA, the wind zone indicates the tiers of vulnerability a particular area has for natural risk events involving high winds like hurricanes or tornadoes.

+ Mechanical/electrical equipment bracing

The way items like generators and HVAC systems are braced and connected to the building exterior can have an impact on how much damage occurs to a property during high winds.

+ Wind missiles

Some items can become missiles during the high winds of a hurricane. It's important to document these items and their distance from your property.

+ Contents' vulnerability due to wind

Describes the vulnerability of damage due to wind.

+ Cladding type

Cladding is the final layer on an exterior of a building. In the case of hurricanes, it can help prevent weather damage to the frame.

+ Door resistance

How powerfully can the property's doors resist wind and pressure? A door blown in by hurricane wind is the beginning of potential interior and structural damage.

These are just a few of the wind-related details you may wish to document to help create a more accurate picture of your property for your insurance provider. Your agent or provider can provide you with more details to collect specific to your locations and their needs.

SECONDARY COPE DATA RELATED TO FLOODING

Analyzing and updating the COPE data related to flood protection can be a great way to align your property with best practices for your area as hurricane season approaches. With forethought and, if necessary, remediation, you can help avoid worst case scenarios and potentially secure better insurance rates in the process. The recommended best practices for flood protection can vary by location so be sure to contact your underwriter for the information they use to assess your flood risk. You can also check out the flood zone materials on FEMA's website for even more information.

Important secondary COPE details regarding flooding to incorporate into your Statement of Values might include:

+ **Flood zone**

  Based on information from FEMA, the flood zone indicates the tiers of vulnerability that a particular area has for natural risk events involving flooding.

+ **Flood protection**

  This describes the compliance of the building with flood zone requirements in design and construction.

+ **Base flood elevation**

  In a flood zone, a building may be elevated to stand on piles or have high retaining walls to ensure the lowest floor is above the Base Flood Elevation (also called BFE). Structures in flood zones with basements or non-elevated lowest floor living space built prior to current code requirements may prompt worst case scenario insurance ratings.

+ **Basement**

  Detailing whether a structure has a basement and, if so, its level of flood protection can be an important point to include on your SOV, particularly in a hurricane-prone region.

+ **Contents' vulnerability due to water**

  Insurers may want to know just how vulnerable the contents of your property would be if exposed to flooding.

While the items above are common COPE data points for flooding, make sure to check with your insurance provider for the full list of data needed for your policy and your region.

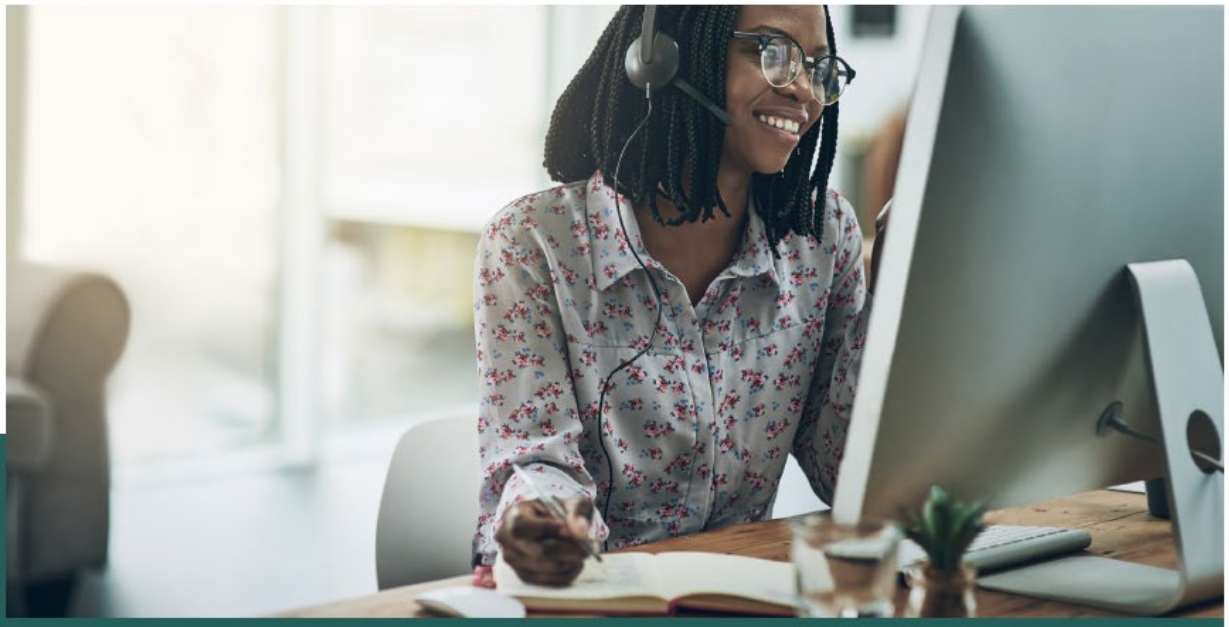
IT'S NOT JUST BLUSTER

Having the right COPE details on hand for your property, specific to wind and flood protection, can be a major help once hurricane season blows in. With a little forethought and a data collection plan, you can make sure your insurance coverage is complete and your ratings aren't gone with the wind.

In conjunction with AssetWorks, Preferred offers free, comprehensive property appraisals to all members that purchase their property insurance from Preferred.



Reporting hurricane claims



KEY HURRICANE-RELATED CLAIMS CONTACTS:

Lianna Crosby
Claims Specialist II
(321) 832-1445 | Lianna.Crosby@pgcs-tpa.com

Fred Tucker
Vice President
(321) 832-1400 ext. 4000 | Fred.Tucker@pgcs-tpa.com

Natalie Bowen
Liability Claims Supervisor
(321) 832-1708 | Natalie.Bowen@pgcs-tpa.com

Monika Coleman, AIC, ARM, AIS
Liability Claims Supervisor
(321) 832-1519 | Monika.Coleman@pgcs-tpa.com

In the event you have storm-related damages you should do the following:

1. Assess damages and prioritize by severity.
2. Mitigate damages whenever possible.
3. Report claims 24/7 using the following:
   - Toll Free: 1-800-237-6617
   - Fax: 321-832-1448
   - Email: Hurricane@pgcs-tpa.com

PGCS Claim Services

Please note: When submitting claims, please complete a Property Acord Form and submit with your property schedule indicating the locations that were damaged as this will help identify the locations that were affected.

WHAT HAPPENS NEXT

- PGCS will assign an Engle Martin field adjuster to your claim.
- Engle Martin will contact you within 24 hours. Engle Martin & Associates are independent onsite claims adjusters that are engaged by Preferred. They are the boots on the ground, onsite adjusters. Engle Martin will make initial contacts with members, discuss the claims process and schedule any inspections as needed.
- If you need immediate mitigation help, please let the PGCS adjuster know, and we will have an approved vendor of your choice contact you as soon as possible (see the link to the approved Florida and national recovery/mitigation vendors list on page 16).

FEMA TIPS

When working with FEMA, they will always ask if you've submitted everything through your carrier first. So, our recommendation for working with FEMA is to complete your application and then work with Preferred via Engle Martin/ PGCS adjusters through the claims process before submitting any documentation to FEMA.

Working with FEMA can be a tedious process. We have determined over the years that the more complete/detailed your submission package is the smoother the process will be with FEMA.

Once your claim is concluded with Preferred, a detailed payment directive letter will be provided, which will include a damages/deductible worksheet that you can provide to FEMA outlining the entirety of your claim.



Pre- and post-disaster FEMA planning tasks



PRE-DISASTER FEMA PLANNING TASKS:

Strategic - Driven by policy, establishes planning priorities:

- Develop a mitigation plan that establishes post-disaster risk reduction priorities and policies to guide post-disaster recovery and redevelopment.
- Establish pre-disaster priorities and policies to guide recovery and reinvestment across the other Recovery Core Capabilities.
- Develop an inclusive and accessible whole community public engagement strategy.
- Evaluate current conditions, assess risk, vulnerability and potential community-wide consequences.
- Integrate recovery and mitigation goals and policies into other federal, state, regional and community plans.
- Establish priorities and identify opportunities to build resilience, including sustainable development, equity, community capacity and mitigation measures.

Operational - Describes roles and responsibilities, focuses on coordinating and integrating the activities of the whole community:

- Establish clear leadership, operational coordination, and decision-making structures at the local, state, tribal and federal levels.
- Develop pre-disaster partnerships to ensure engagement of all potential resources.
- Identify and engage whole community stakeholders, including the general public, community leaders, faith-based organizations, nonprofit organizations, private-sector entities and health providers (including behavioral health).
- Identify limitations in community recovery management capacity and the means to supplement this capacity, such as training and education, and make it available to all stakeholders.
- Determine roles, responsibilities and resources of whole community partners.
- Establish continuity of operations plans to ensure essential recovery services can be delivered during all circumstances.

Tactical - Identifying specific projects and managing resources:

- Establish specific local procedures, requirements, regulations or ordinances to address specific, expected post-disaster recovery actions.
- Establish specific plans, contracts and resources for expected post-disaster tactical activities (e.g., debris management, recovery management, temporary housing, building permitting).



POST-DISASTER FEMA PLANNING TASKS:

Strategic - Driven by policy, establishes planning priorities:

- Evaluate community conditions, re-assess risk, evaluate needs and forecast future needs and trends.
- Set goals and objectives: short-term, intermediate and long-term; engage the public in the process.
- Identify opportunities to build in future resilience through mitigation.
- Consider standards for sustainable, universally accessible, healthy community design and construction that also integrates mitigation and long-term resilience building activities.
- Ensure policies are inclusive of the whole community, including people with disabilities and others with access and functional needs.

Operational - Describes roles and responsibilities, focuses on coordinating and integrating the activities of the whole community:

- Organize, build on and adapt as necessary, pre-existing plans and priorities, including pre-disaster recovery and mitigation plans.
- Use a community-driven and locally managed process designed to promote local decision making and ownership of the recovery planning and implementation effort.
- Work collaboratively with all groups of people affected by the disaster to promote inclusive and accessible outreach to their communities and address issues relevant to them.
- Ensure inclusion and encourage participation of individuals and communities that may require alternative and/or additional outreach support.
- Keep the public informed on all aspects of recovery and encourage collaboration across partners.
- Implement a coordination structure and build partnerships among local agencies, jurisdictions, and state, tribal and federal governments.
- Develop tools and metrics for evaluating progress against set goals, objectives and milestones.

Tactical - Identifying specific projects and managing resources:

- Identify, adapt, implement and manage actions, procedures, programs, requirements, organizations, regulations, ordinances and policies to address specific needs.
- Identify specific projects in areas of critical importance to the State, region or community's overall recovery.
- Provide well-defined activities and outcomes, including schedules and milestones, aimed at achieving recovery.

Click here to learn more on FEMA pre and post-disaster recovery planning for local governments.

Disaster recovery & mitigation support



Preferred continues to bring you the response and services you need when disaster strikes. Whether it is a named storm, flooding, fire or any circumstance where you need us, we will be there. First Onsite has partnered with Preferred to be our go-to response team.

- Emergency response mitigation with 24/7 response day or night, including holidays and weekends
- Catastrophic storm response
- Water damage – extraction and removal
- Drying and dehumidification
- Fire and smoke damage
- Odor control/removal
- Document and contents restoration
- Temporary power and HVAC services

Please inform the service advisor who answers your call that you are a member of Preferred.

FIRST ONSITE™
PROPERTY RESTORATION

First Onsite Property Restoration
24 Hour Emergency Service for Preferred Members
1-800-622-6433

Click Here for information on other approved Florida and national recovery/mitigation vendors

Section 6

Coverage Proposal / Summary

Property – Inland Marine

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Property (Per Schedule Provided)	
$160,852,031	Blanket Buildings and Contents

Special Property Coverages	
$5,000,000	Flood
$5,000,000	TRIA

Inland Marine (Per Schedule Provided)	
$1,737,159	Blanket Unscheduled Inland Marine***
$150,000	Communication Equipment***
$1,872,078	Contractor's / Mobile Equipment***
Included in Blanket	Electronic Data Processing Equipment***
Included in Blanket	Emergency Portable Service Equipment***
Included in Blanket	Fine Arts***
Included in Blanket	Other Inland Marine
$250,000	Rented, Leased or Borrowed Equipment♦♦
Included in Blanket	Valuable Papers
Not Included	Watercraft, Not Including Hull Coverage**

Deductibles: $25,000 per Occurrence – Buildings and Contents and TRIA

5% of TIV per Occurrence / Per Location for "Named Storm" subject to minimum of $35,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine.

$25,000 any one occurrence for Flood, except:
Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

$5,000 per Occurrence – Inland Marine

***Unscheduled items are subject to a maximum value of $25,000 or less per item. Items valued above this amount must be scheduled.**

****Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.**

♦♦Unscheduled items are subject to a maximum value of $250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above $250,000 must be schedule.

Property – Inland Marine

"Named Storm" Definition: "*…the direct action of wind**, including wind driven water and storm surge** when associated with or occurring in conjunction with a storm or weather disturbance which is named…*" Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be $1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

Coverage:

1. Special form (formerly "All Risk"), subject to policy exclusions.
2. Replacement Cost applies to Buildings, Contents and EDP is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. **The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.**
3. Inland Marine coverage paid at "Agreed Value" if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule**.** See policy for complete details.
4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
    a. At the location shown on the Schedule of the Declarations,
    b. Property in the open within 1,000 feet of locations described in a. above,
    c. With respects to Inland Marine, at or away from your covered location.
5. No Coinsurance Clause.
6. Certain coverages subject to sub-limits stated in policy.
7. During the current coverage agreement period, there will be no charge for any new locations acquired after the inception date of the agreement. If the newly added location was owned or acquired prior to the inception date of the coverage agreement, then premium is due at the time the location is added.
8. The *Preferred* Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by *Preferred* on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
9. ***Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.**

Property – Inland Marine

Sublimits of Coverage Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit.	
$2,000,000	Accounts Receivable, per occurrence
$1,000,000	Additional Expense
$5,000	Animals, annual aggregate
$500,000	Business Income
$250,000, or 25% of loss whichever is greater	Debris Removal, per occurrence
$2,000,000	Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence
$250,000	Errors and Omissions, per occurrence
$5,000	Expediting Expense, per occurrence
$25,000	Fire Department Charges, per occurrence
$50,000	Fungus Cleanup Expense, annual aggregate
$25,000 Per Occurrence $1,000 Max per Tree	Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions)
$2,000,000	New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details.
$50,000	Personal Property of Employees, per occurrence
$50,000	Pollution Cleanup Expense, annual aggregate
$250,000	Preservation of Property, per occurrence
$20,000	Professional Fees, per occurrence
$150,000	Property at Miscellaneous Unnamed Locations
$10,000	Recertification, per occurrence
$100,000	Service Interruption Coverage, per occurrence
$250,000	Transit, per occurrence

Property – Inland Marine
Major Exclusions

Property **Not** Covered includes but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the "Extensions of Coverage" section of the policy.
2. Aircraft.
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
11. **Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Electrical or communication lines, towers, and poles you own that are not located on a "covered location" insured under this policy.
15. Personal property of volunteers.
16. Underground pipes, unless loss is from a specified peril.
17. If building has been vacant for more than 90 consecutive days before a loss or damage, the following perils will be excluded: Vandalism, Sprinkler leakage, unless the system has been protected against freezing, building glass breakage, water damage, theft or attempted theft.

Excluded Risks of Direct Physical Loss include but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
2. Biological or Chemical Materials
3. Electronic Data or Electronic Date Recognition Exclusion
4. Asbestos
5. Damage caused by electronic currents artificially generated.
6. Pollution, except as provided under "Extensions of Coverage"
7. Building ordinance enforcement or Government action
8. Nuclear reaction
9. Utility failure
10. Fungus, except as provided under "Extensions of Coverage"
11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill
12. Earth movement, whether sudden or gradual

Equipment Breakdown

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Equipment: Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

Coverage	Limit
Property Damage / Loss of Business Income / Additional Expense per accident	$100,000,000
Water Damage	$1,000,000
Ammonia Contamination	$1,000,000
Hazardous Substance Coverage	$1,000,000
Utility Interruption (24 Hour Waiting Period)	$2,000,000
Spoilage Damage	$250,000
Ordinance or Law	$1,000,000
Expediting Expenses	$1,000,000
Data or Media	$250,000
Fungus, Wet Rot, Dry Rot	$15,000

Deductibles: Same as Property – Building and Contents
24 Hours – Utility Interruption

Crime

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability and Coverage:

Coverage	Limit	Deductible
Employee Dishonesty, Including Faithful Performance	$250,000	$1,000
Forgery or Alteration Coverage	$250,000	$1,000
Theft, Disappearance and Destruction Coverage Inside Outside	 $250,000 $250,000	 $1,000 $1,000
Computer Fraud Coverage (Including Funds Transfer)	$250,000	$1,000

Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.

General Liability

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

Coverage	Limit	Deductible
General Liability		
Bodily Injury and Property Damage, per Occurrence	$2,000,000	$25,000 Per Occurrence
Personal Injury and Advertising Injury, per Person/Occurrence	Included	
Products/Completed Operations, Aggregate	Included	
Fire Damage, per Occurrence	Included	
Medical Payments	$5,000	
Employee Benefits Liability, per Occurrence	$2,000,000	
Sublimits		
Principle of Eminent Domain Including Inverse Condemnation, "Bert J. Harris, Jr., Private Property Rights Protection Act" per Occurrence / Annual Aggregate.	$300,000	Same as General Liability
Sewer Backup and Water Damage: Non-Negligent Claims Negligent Claims.	 $10,000/$200,000 $200,000/$200,000	
Herbicide and Pesticide, per Occurrence	$1,000,000	

Additional Coverages Included:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to $2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Failure to Supply Water
9. Communicable Disease (Correctional Facilities and Health Care Facilities - $300,000 Limit)

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. Deductible does not apply to claims expense.

General Liability

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery

Deadly Weapon Protection

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made

Deadly Weapon Protection – Claims Made Retroactive Date: 10/1/2019		
Coverage	**Limit**	**Deductible**
Deadly Weapon Event (Including Claims Expenses), per event	$1,000,000	$0 Per Event
Deadly Weapon Protection – Sublimits		
Business Interruption	Included	$0 Per Event
Demolition, Clearance, and Memorialization, per event	$250,000	
Extra Expense, per event	$250,000	
Crisis Management	Included	
Property Damage Extension, per event	Included	
Counseling Services, per event	$250,000	
Funeral Expenses, per event	$250,000	
Claims Expenses	Included	
Medical Expense, per person	$25,000	
Accidental Death & Dismemberment, per person	$50,000	

Notes of Importance:

1. **Coverage limited to scheduled locations only.**
2. Premium is not audited.
3. Defense Costs are paid within the policy limits.
4. Deductible does not apply to claims expense.

Any Event that occurs at a Location which has been specifically leased or loaned by the Town to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Deadly Weapon Protection

Exclusions include but are not limited to:

- Loss of market, income or use at the property physically lost or physically damaged.
- Confiscation, nationalization, requisition, destruction or damage to property by any authority.
- Criminal, dishonest, fraudulent or malicious conduct by the Covered Party.
- Negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers
- Euthanasia.
- Explosive devices unless used in conjunction with a Deadly Weapon Event.
- Vehicle not defined as a Road Vehicle;
- Weapon mounted (or designed to be mounted) on a vehicle;
- Weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- Injury or death to employees of the Covered Party, except for Crisis Management Services, Counselling Services, and Funeral Expenses endorsed by Extension to this Coverage Agreement.
- Claim or Claims made by, or on behalf of, any Assailant(s).
- Use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Nuclear, Chemical, Biological, Bio-Chemical, Electromagnetic or Radioactive Weapons.
- Mental injury or mental anguish related claim where no actual Bodily Injury has occurred to the claimant.
- Covered Party's recklessness or deliberate misconduct.
- Mercy Killing(s).
- Covered Party except for employee while they are a recipient of Business Services being provided by the Covered Party.
- Pollutant or Contaminant.
- Goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Covered Party.
- Property Damage in respect of property:
    - owned, leased, rented or occupied by the Covered Party.
    - in the care, custody or control of the Covered Party or the care, custody or control of any person under contract with the Covered Party.
- Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Strikes, labor unrest, riots or civil commotion.
- Suicide.
- War, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military power.

Deadly Weapon Protection

Claims Made Policy:
When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:
Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Law Enforcement Liability

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Occurrence

Coverage	Limit	Deductible
Per Person	$1,000,000	$25,000 Per Occurrence
Per Occurrence	$1,000,000	

Coverage:

Group A: False arrest, detention or imprisonment, or malicious prosecution

Group B: The publication or utterance of a libel or slander or of other defamatory or disparaging material, or a publication or utterance in violation of an individual's right or privacy; except publications or utterances in the course of or related to advertising, broadcasting or telecasting activities conducted by or on behalf of the named covered party

Group C: Wrongful entry or eviction, or other invasion of the right of private occupancy

Group D: Erroneous service of civil papers, false imprisonment, or assault and battery

Notes of Importance:

1. Communicable Disease (Correctional Facilities and Health Care Facilities - $300,000 Limit)
2. Defense Costs are paid in addition to policy limits.
3. Premium is not auditable.
4. Deductible does not apply to claims expense.
5. Limits of Liability are subject to Florida Statute 768.28.

Law Enforcement Liability
Major Exclusions

Exclusions, but not limited to:

- Contractual Liability (except mutual aid or reciprocal law enforcement contracts or agreements)
- Willful violation of penal statute or ordinance or failure to follow statutory procedures for seizing property under the Florida Contraband Forfeiture Act
- Workers Compensation, Employer's Liability and similar laws
- War
- Criminal Acts
- Aircraft, Auto or Watercraft
- Employment Injury
- Non-monetary Damages
- Federal Acts (Jones Act, General Maritime Law, the Federal Employers Liability Act, the Federal Employees Compensation Act, the Defense Base Act or the U.S. Longshore and Harbor Workers' Compensation Act)
- **Applies to General Liability, Coverage B. Personal and Advertising Injury Liability Only -** Arising out of any actual or alleged rape, sexual assault, sexual battery, sexual molestations, sexual discrimination, sexual harassment, sexual relations, sexual intimacy, sexual act, sexual activity, sexual handling, sexual exploitation, sexual exhibition, sexual exposure, undue familiarity, alienation of affections, or any behavior with sexual connotation or purpose, both direct and indirect, including the negligent employment, investigation, supervision, reporting to authorities, or retention of any "police/peace officer" for whom any insured is or ever was legally responsible.
- Personal Property in insured's care, custody or control (except for property on persons at time of arrest)
- Media Content Services Liability
- Access or Disclosure of Confidential or Personal Information and Data-related Liability

Public Officials Liability/Employment Practices Liability

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: **POL/EPLI:** Claims Made – Duty to Defend

Coverage	Limit	Deductible
Public Officials Liability Retroactive Date: Full Prior Acts		
Per Claim	$1,000,000	$50,000 Per Claim
Employment Practices Liability Retroactive Date: Full Prior Acts		
Per Claim	$1,000,000	$50,000 Per Claim
Sublimits		
Employee Pre-Termination Legal Consultation Services Per Employee Aggregate	 $2,500 $5,000	
Non-Monetary Claims Defense Costs, Aggregate	$100,000	

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.
3. Broadened definition of "Who is an Insured."
4. Limits of Liability are subject to Florida Statute 768.28.

Public Officials Liability/Employment Practices Liability

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the "Bert J. Harris Jr., Private Property Rights Protection Act" or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers' Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers' Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability

Public Officials Liability/Employment Practices Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Cyber Liability

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend

Cyber Liability Retroactive Date: 10/1/2011		
Coverage	**Limit**	**Deductible**
Policy Limit – Annual Aggregate	**$2,000,000**	**Per Below**
Third Party Liability Coverage		
Privacy & Security Liability, each claim	$2,000,000	$25,000
Media Content Services Liability, each claim	$2,000,000	$25,000
PCI DSS, sublimit	$1,000,000	$25,000
First Party Liability Coverage		
Cyber Extortion & Ransomware, each claim	$500,000	$25,000
Data Breach & Crisis Management, each claim	$2,000,000	$25,000
Data Recovery, each claim	$2,000,000	$25,000
Business Interruption / Extra Expense, each claim	$2,000,000	$25,000/12 Hr.
Cyber Crime, refer to form for sublimits – Annual Aggregate Social Engineering Financial Fraud* Funds Transfer Fraud Invoice Manipulation	**$250,000** $250,000 $100,000 $100,000	$25,000 $25,000 $25,000 $25,000
Utility Fraud, refer to form for sublimits – Annual Aggregate Crypto Jacking Telecommunications Fraud	**$100,000** $100,000 $100,000	$25,000 $25,000 $25,000
System Failure – BI/EE, sublimit	$1,000,000	$25,000/12 Hr.
Dependent Business Interruption – System Failure, BI/EE, sublimit	$1,000,000	$25,000/12 Hr..
Bricking Coverage, sublimit	$500,000	$25,000
Consequential Reputation Loss Period of Restoration	$500,000 6 Months	12 Hours

*Social Engineering Financial Fraud – Coverage shall only apply if you verify the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity or the request prior to acting upon any transfer instructions.

Cyber Liability

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.

Exclusions, include but not limited to:

- Deliberate Acts / Personal Profit
- Prior Acts
- Bodily Injury / Property Damage
- Employment Practices
- Ownership
- Covered Party vs. Covered Party
- ERISA/Securities
- Pollution
- Contractual except when assumed under contract
- Guarantees
- Advertising
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility
- Act of God
- Recover of Profits, Royalties and Fees
- RICO
- Trade Secrets
- War
- Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a telecommunications fraud event.
- Governmental Orders any court order or damaged requiring the Covered Party to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.

Cyber Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Covered Party shall have the right to purchase an Optional Extended Reporting Period for up to 6 years following the effective date of the cancellation or nonrenewal, as shown below:

- Option 1 – 100% for 1 Year
- Option 2 – 150% for 2 Years
- Option 3 – 175% for 3 Years
- Option 4 – 250% for 6 Years

but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Automobile Liability and Physical Damage

Term: October 1, 2023 to October 1, 2024

Company: Preferred Governmental Insurance Trust (*Preferred*)

Coverage	Limit	Symbol	Deductible
Automobile Liability (Based on 317 Vehicles)			
Primary Bodily Injury and Property Damage Liability – Combined Limit	$1,000,000	1	$25,000 Each Accident
Personal Injury Protection	Statutory	5	$0 Per Person
Uninsured Motorist	Rejected	2	N/A
Physical Damage			
Comprehensive (Based on 317 Vehicles)	Per Schedule	10, 8	$1,000 per Vehicle
Collision (Based on 317 Vehicles)	Per Schedule	10, 8	$1,000 per Vehicle
Rental Coverage	$50 per day / $5,000 Aggregate		N/A
Hired Physical Car Damage	$35,000		$1,000 per Vehicle

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Limited Replacement Cost provided for owned and scheduled private passenger vehicle, light truck or sport utility vehicle that is involved in a covered total loss if the vehicle has less than 18,000 miles and is within the first 12 months of being scheduled at the time of the total loss. This coverage does not apply to police vehicles or any other vehicle types already listed.
4. Physical Damage coverage paid at Actual Cash Value or 110% of the value reported on the schedule, whichever is less. Please see policy for complete details.
5. Limits of Liability are subject to Florida Statute 768.28.

Automobile Liability and Physical Damage

Description of Covered Auto Designation Symbols:

SYMBOL		DESCRIPTION
1	=	ANY "AUTO"
2	=	ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins.
3	=	OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you won. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins.
4	=	OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you won that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins.
5	=	OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	=	OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement.
7	=	SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE).
8	=	HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households.
9	=	NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business.
10	=	Per symbol 2 Fleet coverage - Mine Resistant$5,000 Deductible & Renegade $1,000 Deductible are at Agreed Value all other vehicles are actual cash value $1,000 Deductible

Workers' Compensation

Term: October 1, 2023 to October 1, 2024

Insurer: Preferred Governmental Insurance Trust (*Preferred*)

Class Code	Description of Class Code	Estimated Payroll
5509	Street or Road Maintenance or Beautification & Drivers	$586,016
7520	Waterworks Operation & Drivers	$3,976,226
7720	Police Officers & Drivers	$13,089,181
8380	Automobile Service or Repair Center & Drivers	$280,159
8601	Architectural or Engineering Firm – Including Salespersons & Drivers	$919,566
8810	Clerical Office Employees NOC	$9,606,619
9102	Lawn Maintenance – Commercial or Domestic & Drivers	$2,875,680
9410	Municipal, Township, County or State Employee NOC	$1,700,752
	Total Payroll	**$33,034,199**
	Estimated Manual Premium	$713,108
	Experience Modification	.78
	Estimated Annual Premium	**$390,847**

Notes of Importance:

1. The "Estimated Annual Premium" includes all applicable credits including safety program and drug-free workplace credits as per Florida Statute 440.
2. Employer's Limit of Liability is $1,000,000/$1,000,000/$1,000,000.
3. Experience modification factor is subject to verification. This final amount of credit is dependent upon compliance with program requirements.
4. Final premium subject to payroll audit.
5. The expense constant charge has been included.
6. **Payment terms are 25% down and 9 installments.**

Accidental Death and Dismemberment

Term: October 1, 2023 to October 1, 2025

Company: ACE American Insurance Company
(Rated A++ XV by A.M. Best)

Eligibility: All Law Enforcement, Correctional and Correctional Probation Officers as defined in Florida Statute112.19(b) of the Policyholder who are in Active Service.

Coverage	Limit
Class 1 Principal Sum:	
In the Line of Duty:	$75,000
Fresh Pursuit:	$150,000
Unlawful & Intentional Death:	$225,000
Time Period for Loss:	365 days from the date of a Covered Accident

Covered Activities	Limit
Child Care Center Benefit:	
Benefit Maximum:	$2,000 per year, up to 2 payments per child Line of Duty Coverage Unlawful and Intentional Death & Dismemberment Coverage Fresh Pursuit Coverage
Maximum Benefit Period:	To Age 13 for each surviving Dependent Child
Child Education Benefit:	
Benefit Amount:	$2,000 per year Line of Duty Coverage Unlawful and Intentional Death & Dismemberment Coverage
Maximum Benefit Period:	4 years
Continuation of Insurance Expense Benefit:	
Benefit Maximum:	$5,000 Unlawful and Intentional Death & Dismemberment Coverage
Aggregate Maximum Benefit Period For Surviving Spouse & Dependent Child(ren):	5 years

Accidental Death and Dismemberment

Covered Activities cont'd:	Limit:
Disability Benefit:	
Benefit Amount:	$100 per week Line of Duty Coverage Unlawful and Intentional Death Coverage Fresh Pursuit Coverage
Time Period for Loss:	30 days from the date of the Covered Accident
Maximum Benefit Period:	52 weeks
Funeral and Burial Expense Benefit:	
Benefit Amount:	$1,000 Line of Duty Coverage Unlawful and Intentional Death Coverage Fresh Pursuit Coverage
Spouse Education Benefit:	
Benefit Amount:	$2,000 per year Line of Duty Coverage Unlawful and Intentional Death Coverage Fresh Pursuit Coverage
Maximum Benefit Period:	3 years
Cosmetic Disfigurement from Burns Benefit:	
Benefit Amount:	$2,000 per year Line of Duty Coverage Unlawful and Intentional Death Coverage Fresh Pursuit Coverage

Pollution Liability

Term: October 1, 2023 to October 1, 2024

Company: Indian Harbor Insurance Company
(Rated A+ XV by A.M. Best)

Form: Claims Made

Retroactive date: 10/01/2003

Coverage	Limit	Self-Insured Retention
Aggregate Limit	**$1,000,000**	**$50,000**
Legal Expense Aggregate Limit of Liability (in addition to the Aggregate Limit of Liability)	**$100,000**	
Your Location Coverage Retroactive Date: Please refer to attached policy form EVPRL015a		
Your Location Limit of Liability for each Pollution Condition	$1,000,000	$50,000 Each Condition
Your Location Aggregate Limit of Liability	$1,000,000	
Emergency Remediation Expense		
Emergency Remediation Expense Limit of Liability for each Pollution Condition	$500,000	$50,000 Each Condition
Emergency Remediation Expense Aggregate Limit of Liability	$500,000	
Contingent Transportation Coverage		
Contingent Transportation Limit of Liability for Each Pollution Condition	$1,000,000	$50,000 Each Condition
Contingent Transportation Aggregate Limit of Liability	$1,000,000	
Non-Owned Disposal Site Retroactive Date: 10/1/2019		
Non-Owned Disposal Site Limit of Liability for each Pollution Condition	$1,000,000	$50,000 Each Condition
Non-Owned Disposal Site Aggregate Limit of Liability	$1,000,000	
Financial Responsibility Retroactive Date: 10/1/2003		
Loss or Remediation Expense for Each Pollution Condition	$1,000,000	$50,000
Loss or Remediation Expense Aggregate Limit	$1,000,000	
Legal Expense for each Pollution Condition	$250,000	
Legal Expense Aggregate Liability	$250,000	
Loss, Remediation Expense, or Legal Expense Aggregate	$1,250,000	

Pollution Liability

Coverage Form & Endorsements include but not limited to:

Form Description	Form Number
Coverage Form	EVPRLCP 0820
Your Location(S) Schedule Including Request For Additional Your Location(S)	EVPRL001a 0820
Additional Named Insured Schedule	EVPRL025a 0419
Additional Coverages for Municipalities	EVPRL070a 1220
PFAS Exclusion For Specific Your Location(S)	EVPRL433a 1220
Mold Matter Exclusion	EVPRL418a 0419
State of Florida Coverage for Certified Acts of Terrorism, Subject to Cap and Coverage for Other Acts of Terrorism Committed Within the United States (if accepted)	EVPRL930a-FL 0419
Exclusion of Certified Acts of Terrorism, and Terrorism Committed Outside of United States (if rejected)	EVPRL931a 0419
Financial Responsibility Endorsement for Aboveground and/or Underground Storage Tank(s) – Single State	EVPRL941b 0820
State of Florida Storage Tank Financial Assurance Endorsement for Releases from Aboveground and/or Underground Storage Tank(s) for Covered Location(s) in the State of Florida Only	EVPRL949a 0820

Important notes:

1. Policy limits do not annually reinstate.
2. Covered pollution conditions must commence after the retro date of this policy and before the end of the policy period.
3. No flat cancellation allowed. Policy is subject to 25% minimum earned premium.
4. Premium quoted includes Loss Control/Risk Management Support Service Fee.
5. This insurance is issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

Prior to binding:

- Receipt and satisfactory review of a completed AXA XL Insurance - Environmental Municipality Pollution Application signed and dated (Date and Signature Required)

Pollution Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

XL provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 100% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 36 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Unmanned Aircraft

Term: October 1, 2023 to October 1, 2024

Company: American Alternative Insurance Corporation - 59.24%
American Commerce Insurance Company - 10.00%
National Indemnity Company of the South - 18.39%
Tokio Marine America Insurance Company - 12.37%

Form: Occurrence

Limits of Liability: $1,000,000

Covered Territory: Anywhere In The World, Including Mexico And Canada

Covered Use: Agriculture, Education, Research & Development, Media/News Gathering, Wildlife/Conservation/Environmental

Limits of Liability:

Coverage	Limit	Deductible
Liability Medical Limit	$1,000,000 $5,000	
Bail Bonds	$5,000	
Fire Legal	$100,000	
Contractual Liability	Policy limit	
Product Liability arising out of sale of scheduled aircraft	Policy Limit	
Personal Injury	$1,000,000	
Physical Damage Deductible in Motion		5%
Physical Damage Deductible NOT in Motion		5%

Schedule of Aircraft

Aircraft Make	Hull Value
2020 DJI INNOVATIONS Matrice 300	$9,100
2020 DJI INNOVATIONS Matrice 300	$9,100
2020 DJI INNOVATIONS Mavic 2	$3,249
2020 DJI INNOVATIONS Mavic 2	$3,249
2020 DJI ZENMUSE H20T	$9,209
2020 DJI ZENMUSE H20T	$9,209
2020 DJI INNOVATIONS MAVIC MINI	$499
2020 DJI INNOVATIONS MAVIC MINI	$499
2021 DJI INNOVATIONS MAVIC AIR 2	$988
2022 SKYDIO 2	$2,000

Unmanned Aircraft cont'd

War, hi-jacking and other perils Physical Damage Coverage for Drones, Ground Equipment and Payload are INCLUDED

Also includes Liability arising from:

- occasioned by or in consequence of war hi-jacking and other perils
- the operation of UAS you rent/lease/borrow for periods of less than 30 days
- UAS operated on your behalf by others

Approved Pilots for Scheduled Aircraft:
The policy shall not apply while a scheduled aircraft is in flight unless the pilot in command is approved by the Named Insured and appropriately licensed for the flight being conducted.

Endorsements (Includes but not limited to**):**

E041	Electronic Data Event Liability Exclusion	
A121	Additional Insured	
A125	Amendment of Defined Terms	
C022	Limited Liability War Exclusion Limited Coverage	
C023	Limited Physical Damage War Exclusion Limited Coverage	
C025	Electronic Date Recognition Exclusion Limited Coverage	
C036	Expenses for Medical Services	$5,000 each occurrence
C039	Liability for Sale of Aircraft, Aircraft Parts or Services	
C054	Terrorism (TRIA) Coverage - Hull & Liability	
C061	Aviation Personal And Advertising Injury Liability	$1,000,000 each occurrence/aggregate
C064	Premises Coverage	
C066	Fire Legal Liability	$100,000 each occurrence
C095	Expanded Contractual Liability Endorsement	
C097	Payload Physical Damage Endorsement	
N004	Non-Owned Aircraft Liability - UnManned Aircraft System	
D004	TRIA Disclosure	
S018	Florida Amendatory	

Jupiter Redevelopment Agency
Public Officials Management & Employment Practices Liability

Term: October 1, 2023 to October 1, 2024

Company: Indian Harbor Insurance Company
(Non-Admitted, Rated A+ XV by A.M. Best)

Limit of Liability:

Public Officials Liability / Employment Practices Liability		
Coverage:	Limit:	Retention:
Public Officials Management	$1,000,000	$5,000 Per Occurrence
Employment Practices Liability	$1,000,000	
Policy Aggregate	$1,000,000	
Non-Monetary coverage (Defense ONLY)	$50,000	
Non-Monetary coverage (Defense ONLY Aggregate	$100,000	
Crisis Management	$25,000	

Form: Claims Made

Retroactive Date: Full Prior Acts

SUBJECTIVITIES - MUST BE PROVIDED BEFORE COVERAGE CAN BE BOUND:
Receipt of fully completed, signed and dated PGU renewal business application
Quote is subject to change pending review of responses to all questions on the application.

Terms and Conditions:

1. 25% Minimum Earned Premium
2. This insurance is issued pursuant to the Florida Surplus Lines Laws. Entities insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

Public Officials Liability Notes of Importance:

1. The SIR applies to the defense costs.
2. Premium is not audited.

Claims Made Policy:
When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Jupiter Redevelopment Agency
Public Officials Management & Employment Practices Liability

Public Officials Liability Form include but are not limited to:

- PN FL 10 09 09 – Florida Notice to Policyholders
- PGU POL 2000 08 19 – Public Officials and Employment Practices Liability Declarations
- IL MP 9104 0314 IHIC 03 14 – In Witness
- PGU 2002 04 17 – Schedule of Policy Forms and Endorsements
- PGU POL 2001 04 17 – Public Officials and Employment Practices Liability Insurance Policy
- PGU POL 1045 04 17 - Defense Expenses Paid Within the Limits of Liability
- PGU 1052 (POL) 04 17 – Minimum Earned Premium Upon Cancellation
- PGU 1133 01 22 - US Professional Indemnity - Cyber Exclusion
- XL-FLSOP 11 10 – Service of Process
- PN FL 03 10 15 – Florida Notice to Policyholders
- PN CW 01 01 22 – Notice to Policyholders – Fraud Notice
- PN CW 02 01 19 – Notice to Policyholders – Privacy Policy
- PN CW 05 05 19 – Notice to Policyholders – U.S. Treasury Department's Office of Foreign Assets Control ("OFAC")

Coverage Features include but are not limited to:

- Defense in Addition to the Limit (unless otherwise endorsed)
- D&O/E&O/EPL coverage form
- Sublimit for Defense for Non-Monetary Claims
- Modified Consent to Settle (soft hammer) Clause with only 40% coinsurance requirement for insured
- Intentional/Criminal Acts Exclusion to include defense reimbursement until final favorable adjudication
- Business Invitee (Third Party) Liability covering Emotional Distress, Sexual Harassment, Discrimination and other allegations
- Broad definition of Loss including Back & Front Pay and Punitive Damages with a most favorable venue up to policy limit
- Broad definition of Wrongful Act including Personal Injury
- Broad definition of Claim including coverage for regulatory proceedings, arbitration hearings and EEOC hearings (subject to exclusions)
- Eminent Domain and Inverse Condemnation defense carve-back sublimit
- 75-day mini-tail at no cost
- Bi-Lateral ERP options of 1, 2 and 3 years
- Sub-Limit for Crisis Management
- Sub-limit for Wage & Hour (FLSA) Available by Endorsement
- Sub-Limit for Fiduciary Liability Available by Endorsement
- Defense Only Reimbursement Coverage for Breach of Contract Available by Endorsement
- 24/7 Toll-free and on-line access to Employer HELPLINE for employment law and HR support

Florida East Coast Railway, LLC
Railroad Protective Liability

Term:	August 28, 2023 to August 28, 2024
Company:	Hudson Insurance Company (Rated A XV by A.M. Best)
Job Description:	Maintenance of land-Beautification Project- Including Mowing and other Clean UP
Job Location:	MP282-287, Town of Jupiter

Coverage:	Limit:	Deductible:
General Liability		
Railroad Protective Liability – Each Occurrence	$2,000,000	$0 Per Occurrence
Railroad Protective Liability – General Aggregate	$6,000,000	

Forms & Endorsements	Form No.
Railroad Protective Liability Coverage	CG0035
Cap on Losses from Certified Acts of Terrorism	CG2170
Exclusion of Punitive Damages Related to a Certified Act of Terrorism	CG2176
Silica or Silica-Related Dust Exclusion	CG2196
Nuclear Energy Liability Exclusion	IL0021
Asbestos Exclusion Endorsement	HASB0010111
Disclosure - Terrorism Risk Insurance Act	HTER0010115
Fungi, Virus, or Bacteria Exclusion Endorsement State Mandatory Form for FL	HUDRRP003 0620

If any changes are required, note that there may be a change in premium

If coverage is bound the premium is due and payable at the inception date of the policy.

The carrier reserves the right to refuse any binder for ineligible exposures including but not limited to any erroneous, incomplete, or inaccurate applications.

Premium Recapitulation
Page 1 of 3

	Annual Premium	Check Option Accept	Reject
***Preferred* Package**			
Property including Equipment Breakdown	$1,245,003.00	☐	☐
Inland Marine	$21,316.00	☐	☐
Crime / Employee Dishonesty	$2,032.00	☐	☐
General Liability	$127,763.00	☐	☐
Deadly Weapon Protection*	Included		
Law Enforcement Liability	$102,275.00	☐	☐
Public Officials / Employment Practices Liability	$65,376.00	☐	☐
Cyber Liability	$7,740.00	☐	☐
Automobile Liability	$103,315.00	☐	☐
Automobile Physical Damage	$65,477.00	☐	☐
Package Payment Plan:	50% Down, 2-25% Installments	☐	☐

***Deadly Weapon Protection Coverage: Any Event that occurs at a Location which has been specifically leased or loaned by the Town to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.**

Workers' Compensation	$390,847.00	☐	☐
Workers' Compensation Payment Plan:	25% Down, 9 Installments	☐	☐

All lines of coverage must be accepted in order to bind coverage with *Preferred*.

Premium Recapitulation
Page 2 of 3

	Annual Premium	Check Option Accept	Reject
AD&D (2 year pre-paid)	$11,641.00	☐	☐
Pollution Liability	$24,038.00	☐	☐
Optional - Terrorism	$240.38	☐	☐
Drone Liability			
Premium	$6,824.00		
FIGA Surcharge	$136.48		
Total	**$6,960.48**	☐	☐
Jupiter Redevelopment Agency			
Public Officials/Employment Practices Liability	$3,689.00	☐	☐
Florida East Coast Railway, LLC			
Railroad Protective Liability			
Premium	$750.00		
Service Fee	$125.00		
FIGA Surcharge 1	$5.25		
FIGA Surcharge 2	$9.75		
TOTAL	**$890.00**	☐	☐
Watercraft	*TBD		
General Liability	*TBD		
Excess Liability	*TBD		

*Carriers are unable to provide quotes more than 60 days prior to the expiration date. We will provide the quotes as soon as they become available.

Premium Recapitulation
Page 3 of 3

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

_____
(Signature)

_____
(Name & Title)

_____
(Date)

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/01/2023. After this date terms and conditions are subject to change by the underwriters.

2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.

3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.

5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**

6. Not all coverages requested may be provided in this quotation.

7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.

8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.

9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.

10. **With the exception of Workers' Compensation and the Package premium, all other premiums are due within 30 days. Premium financing can be arranged if needed.**

11. Quote is not bound until written orders to bind are received from the insured and the Trust and Company subsequently accepts the risk.

12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.

13. Higher limits of liability may be available. Please consult with your agent.

14. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.

15. **This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at http://www.bbinsurance.com/customerinquiry/.

PREFERRED Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the 2023 – 2024 policy year, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an insurance trust formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred*'s operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 10% of the *Preferred* premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred*'s insurance policies. The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage.

Notice of Carrier Financial Status

Risk Management Associates, Inc., and its parent company, Brown & Brown, Inc. (collectively "Brown & Brown") do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of "A-" or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an "A-" or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Coverage is being renewed through **Preferred Governmental Insurance Trust** ("**Preferred**"), which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the AM Best Company.
- **Preferred** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like **Preferred** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from **Preferred** and agree to abide by the conditions of membership established by **Preferred**.
- You should consider the information provided, including the **Preferred** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured:	Town of Jupiter
Line of Coverage(s):	Property, Inland Marine, Crime, General/Employee Benefits Liability, Public Officials/Employment Practices Liability, Cyber Liability, Law Enforcement Liability, Auto Liability, Auto Physical Damage and Workers Compensation
Policy Number(s):	WC FL1 0502011 23-22, PK FL1 0502011 23-21
Policy Period(s):	10/1/23 – 10/1/24
Date of Notice:	5/24/23

*** AM Best Rating Guide:** **Rating for Stability: A++ to F = Highest to lowest rating**
Financial Size Category: XV to I - Largest to smallest rating

Guide to Bests Ratings		
Best Category	**Rating**	**Description**
Secure	A++	Superior
Secure	A+	Superior
Secure	A	Excellent
Secure	A-	Excellent
Secure	B++	Very Good
Secure	B+	Very Good
Vulnerable	B	Fair
Vulnerable	B-	Fair
Vulnerable	C++	Marginal
Vulnerable	C+	Marginal
Vulnerable	C	Weak
Vulnerable	C-	Weak
Vulnerable	D	Poor
Vulnerable	E	Under Regulatory Supervision
Vulnerable	F	In Liquidation
Vulnerable	S	Rating Suspended
Not Rated	NR-1	Insufficient Data
Not Rated	NR-2	Insufficient Size and/or operating experience
Not Rated	NR-3	Rating Procedure Inapplicable
Not Rated	NR-4	Company Request
Not Rated	NR-5	Not Formally Followed
Rating Modifier	u	Under Review
Rating Modifier	q	Qualified
Affiliation Code	g	Group
Affiliation Code	p	Pooled
Affiliation Code	r	Reinsured

Guide to Best's Financial Size Categories		
Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars.	**I**	Less than $1,000,000
	II	$1,000,000 - $2,000,000
	III	$2,000,000 - $5,000,000
	IV	$5,000,000 - $10,000,000
	V	$10,000,000 - $25,000,000
	VI	$25,000,000 - $50,000,000
	VII	$50,000,000 - $100,000,000
	VIII	$100,000,000 - $250,000,000
	IX	$250,000,000 - $500,000,000
	X	$500,000,000 - $750,000,000
	XI	$750,000,000 - $1,000,000,000
	XII	$1,000,000,000 - $1,250,000,000
	XIII	$1,250,000,000 - $1,500,000,000
	XIV	$1,500,000,000 - $2,000,000,000
	XV	Greater than $2,000,000,000

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Town of Jupiter
Named Insured

Signature of Insured's Authorized Representative — Date

Indian Harbor Insurance Company
Name of Excess and Surplus Lines Carrier

Pollution Liability	PEC002924113
Type of Insurance	Renewal of Policy Number
10/1/23 - 24	Florida
Effective/Expiration Date of Coverage	State

Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

Jupiter Redevelopment Agency
Named Insured

Signature of Insured's Authorized Representative — Date

Indian Harbor Insurance Company
Name of Excess and Surplus Lines Carrier

Public Officials Liability	POL0954083-03
Type of Insurance	Renewal of Policy Number
10/1/23 - 24	Florida
Effective/Expiration Date of Coverage	State

Section 7

Preferred

Section 7: *Preferred*

Preferred Governmental Insurance Trust (*Preferred*) Overview

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers' compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

Preferred's history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: ***preferred*** for unmatched public entity experience, innovation, stability and personalized service.

Preferred's Member Types		
Municipalities	Counties	Special Districts
Public Schools	Charter Schools	Sheriff Departments
Housing Authorities	Aviation Authorities	Transit, Port & Utility Authorities

Preferred's Comprehensive Coverages		
Property	Workers' Compensation	General Liability
Automobile Liability	Automobile Physical Damage	Law Enforcement Liability
Public Officials Liability	Employment Practices Liability	Educators' Legal Liability

The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred*'s sole focus on government ensures that members' unique needs are met.

Underwriting and Administration

Behind *Preferred*'s underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. Preferred's claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.

Public Risk Underwriters of Florida
Insurance Solutions for Public Entities

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PGCS℠ Claim Services

Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design**, including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

Preferred's Expert Boards Know Your Business

Preferred is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping Preferred as the premier public entity insurer of its kind.

Preferred Safety And Risk Management Services

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred*'s Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

Preferred is dedicated to meeting the challenge of the complex issues facing public sector organizations Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred*'s approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.

- **Exposure Measurement and Loss Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.

- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a "Best Practice" measure when designing and formulating safety and risk control plans.

- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.

- **Additional Consulting Services Available** – Preferred's Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

Preferred's Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred*'s dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.

Preferred Resources

Safety & Risk Management Services Overview



The success of any Public Entity is tied to its ability to protect and preserve its human and physical assets. This basic premise serves as the cornerstone of an effective safety and risk management program and underscores the importance of safety and risk management to the community. Preferred Loss Control Consultants are very aware of the valuable contribution that a comprehensive Loss Control Program can make to your bottom line.

To better serve our members, we provide a full complement of services, resources and support. All services and resources are free to Preferred members.

Below is a quick summary of the many resources provided to Preferred members:

- **Safety & Risk Management Consultative Services**

  The Preferred Loss Control Team provides safety and risk management consultative services based on the best practices of accident prevention and claims management. Through the development and implementation of a customized service plan, your Loss Control Consultant will assist you and your organization in reducing claims frequency/severity as well as controlling insurance costs.

- **Claims Management**

  Your Public Risk Underwriters of Florida Loss Control Consultant will assist with the coordination of Claims Reviews and Claims 101 training, which are provided by Preferred Governmental Claims Solutions (PGCS). The intent is to assist members with posturing claims for positive outcomes as well as educate members on the best practices of claims management.

- **Preferred TIPS Program**

  Provides a reimbursement of up to 50 percent for relevant safety equipment/risk management training up to a maximum of $5,000 per policy period.

- **Online Learning Center**

  An online training platform offering more than 700 training courses covering topics related to HR/employment practices, OSHA compliance, motor vehicle safety and cyber awareness.

- **Streaming Video Training**

  An on-line video streaming service offering an extensive video library of over 700 videos allows you to watch videos 24/7 on your preferred mobile device. Topics include transport safety, hazmat, workplace safety, construction safety and human resource/legal compliance.

- **Preferred Risk Management Resource Center**

  Available to members who have their EPLI coverage with Preferred. The Center provides access to numerous resources on employment law, cyber security, ADA website compliance, safety and emergency/disaster response, as well as access to Florida-based employment law experts. HR and cyber experts can be contacted via phone or email.

- **My Community Workplace**

  A valuable on-line resource that provides up-to-date information, expert commentary, cutting edge training and information on topics ranging from workplace sexual harassment and workplace discrimination to wrongful termination, cyber awareness, ethical behavior and child protection.

- **Preferred News**

  We provide a quarterly newsletter covering key governmental insurance issues, relevant articles and member news.

- **Preferred Seminars/Webinars**

  Educational seminars/webinars offered throughout the policy year on relevant topics that include presentations by Public Entity experts and Preferred's panel of defense attorneys.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

SERVICE- IT'S THE HEART OF WHAT WE DO

Our Loss Control & Member Services team takes a proactive approach designed to reduce and prevent claims by customizing our services to your needs **at no additional cost**.

Dedicated Loss Control Consultant provides:

- Onsite safety inspections
- General safety training
- Safety program development, review & evaluation
- Claims analysis & management
- Claims training and claim reviews
- Accident Review Board development & assistance

Preferred Risk Management Resource Center for POL/EPLI/CYBER lines:



- **Cyber Security Resources**
  - Breach health check
  - Customizable Incident Response Plan
  - Access to Cyber Security experts for guidance
  - Immediate crisis management & response
- **HR Helpline Services**
  - Access to Florida Based attorneys for guidance on employment related matters
- **ADA Website Compliance Resources**
  - WAVE by WebAIM accessibility evaluation tool
  - Expert guidance on ADA compliance

Vector Solutions – Online training platform with over 600 training courses on HR/Employment Practices, OSHA Compliance, Motor Vehicle Safety, etc.

Preferred Virtual Training Academy – Virtual training on a wide variety of topics provided by our Loss Control Consultants and industry experts.



Streamery – 24/7 mobile streaming from anywhere with over 700 training topics.

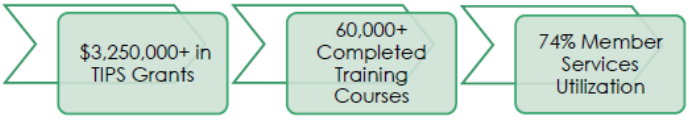
Preferred TIPS – 50/50 matching safety & loss control grant program up to $5,000.

24/7 claims reporting

Catastrophic Adjustment Teams

Special Investigation Unit

B.A.D.G.E. – Cardiac case management program



The brief description of coverage contained in this document is provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

YOUR MEMBER SERVICES & LOSS CONTROL TEAM



Kevin Meehan oversees the Loss Control and Member Services department and implements member service initiatives. He develops and improves educational training programs, member service platforms, and member safety incentive programs. He is ultimately responsible for increasing member engagement to improve member loss experience and reduce out of pocket costs.



Christopher H. Kittleson has more than 25 years of risk management and loss control experience. Chris has developed industry expertise in the areas of Public Entity Safety Program Development, Return to Work Programs, Regulatory Compliance, Accident Investigation and Safety Training. Chris graduated Cum Laude from St. Cloud State University with a BS in Engineering Technology. He earned his Associate in Risk Management (ARM) and Certified Playground Safety Inspector (CPSI) designations. He was awarded the 2013 Safety Professional of the Year Award by the South Florida Chapter of the American Society of Safety Engineers (ASSE). Chris has presented on behalf of National Associations and has published several articles in loss control and risk management trade publications



Pam Hancock has been in the insurance industry for the past 26 years and has worked primarily with governmental entities during her career. She provides safety training, program/policy development, safety committee oversight, performs claims reviews, trending analysis and inspections. With an emphasis on education and a deep understanding of the claims process, Pam has become a valuable resource to Preferred members. Pam is a Certified ADA Coordinator.



Mike Marinan has a degree in Industrial Safety Engineering and over 37 years experience in the safety and risk management field. Mike's primary objectives include safety and loss control initiatives, reconciling issues between Preferred members and third-party claims administrators, and developing opportunities for the Trust's participants to gather knowledge, skills, and information to effectively govern and manage insurance costs. Mike is a member of ASSE, was appointed by the Governor to the Task Force on Workplace Safety and has provided multiple trainings to state agencies.



Mike Stephens has been involved with Loss Control and Member Services since 2004. Mike has completed the OSHA 501 Trainer Course in Occupational Safety and Health Standards (General Industry) and has attained certification as a Safety Auditor. Mike's safety awareness and dedication to customer service are what make him an essential part of the Member Services and Loss Control team. Mike is the resources and services coordinator and support specialist for all Preferred members.

The brief description of coverage contained in this document is provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

PERSONALIZED TOP-TIER CLAIMS SERVICE



PGCS LEADERSHIP TEAM



Fred Tucker, Vice President

Fred is responsible for the daily operations of PGCS. Fred began his career in the insurance industry as an independent adjuster in 1999, working his way into a management role with a national insurance agency where he led the risk services department. Fred joined PGCS in 2007 as a Senior Claims Specialist handling public entity automobile liability, general liability, employment liability with an emphasis on complex matters involving litigation management, working closely with defense counsel to ensure proactive handling of claims.



Cheryl Riley, Director of WC Claims

Cheryl is responsible for the overall direction and leadership of the PGCS workers' compensation claims unit. While at PGCS, Cheryl has steadily promoted and held the positions of Account Manager, Quality Assurance Manager and Workers' Compensation Claims Manager prior to her current position of Director of Workers' Compensation Claims. Cheryl's dedication to customer-centric solutions and focus on building strong 'partner' relationships has been successful for PGCS and its customers. Cheryl holds a Florida All Lines license, and has earned the designation of a Board Certified Workers' Compensation Litigation Claims Specialist.



Stacy Hargrove, Director of Liability Claims

Stacy Hargrove has more than 33 years of experience handling all types of liability claims and subrogation matters. She has held various positions within the claims industry and has proactively handled a variety of liability claim types including auto accident, slip and fall, premises liability, employer liability, and subrogation recovery; all with client accolades for excellent customer service and knowledge. Stacy has extensive litigation management experience and works directly with defense counsel in defending litigated claims. She has also monitored several trials and has been successful in partnering with her legal team to achieve favorable defense verdicts as well as other positive resolutions. Stacy has a wealth of knowledge in the liability arena and is an integral and valued member of the PGCS team.

The brief description of coverage contained in this document is provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

Preferred® PGIT GOVERNMENTAL INSURANCE TRUST

DISASTER PREPAREDNESS AND RESPONSE- WE ARE WITH YOU EVERY STEP OF THE WAY

We take a multiprong approach to disaster response and recovery and it begins with **preparedness**. Our loss control consultants work with you to review and implement a disaster recovery plan that will stand up to the worst of disasters. We provide one on one training on the claims process and distribute an annual preparedness guide with an abundance of resources to make sure that you are ready should a disaster strike. We also provide hurricane kits so that you have the necessary policy information at your fingertips in the event of a power outage.

When a named storm is approaching, our field adjusters from Engle Martin are staged nearby with all contact and policy information for each member so that they can provide damage inspections immediately after a storm. Engle Martin uses cutting edge drone technology to identify damage mitigation opportunities that you may not have known existed. The EM adjusters also have access to prior appraisals and COPE data which helps streamline and expedite the claims process. This real time response enables us to get advance claim payments in your hands **within days**.

EM ENGLE MARTIN & ASSOCIATES
Adjusters & Claims Administrators

FIRST ONSITE PROPERTY RESTORATION

Preferred has partnered with First Onsite Property Restoration company to provide **turn-key emergency response mitigation and property restoration** with a 24/7 response including holidays and weekends. Their project managers will complete an initial scope and get the equipment you need to get back up and running immediately. First Onsite can supply backup generators, portables or temporary structures, and anything else you need. The project manager from First Onsite will provide a seamless delivery of service to get you back to your pre-disaster state. If your preference instead is a local contractor, you can use any vendor that you choose or select from our preapproved list of vendors. Payments can be made directly to vendors for a seamless process.

To finalize your claim, we provide a claim resolution packet which includes all documentation to support your claim in addition to FEMA closeout assistance.

The brief description of coverage contained in this document is provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT

PREFERRED GOVERNMENTAL INSURANCE TRUST

SEPTEMBER 30, 2022 AND 2021

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Shores, Tagman, Butler & Company, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT

Board of Trustees
Preferred Governmental Insurance Trust
Lake Mary, Florida

We have audited the accompanying financial statements of Preferred Governmental Insurance Trust, (the "Trust"), which comprise the Statements of Net Position as of September 30, 2022 and 2021, and the related Statements of Revenues, Expenses and Changes in Trust Net Position, Statements of Cash Flows for the years then ended, and the related Notes to Financial Statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Trust as of September 30, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Trust and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in the Notes to Financial Statements, the terms of the Trust's service contract provide for claims adjusting services on claims that arose during the contract period provided that the contract remains in effect. In the event the contract is terminated, the Trust will be liable for the additional expenses related to adjusting these claims until all such claims are concluded. The amount of this liability, if any, cannot be presently determined. Accordingly, the accompanying financial statements do not include any adjustments that might result from the outcome of this uncertainty. Our opinion is not modified with respect to this matter.

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INDEPENDENT AUDITORS' REPORT - CONTINUED

Emphasis of Matter - Continued

As discussed in the Notes to Financial Statements, the reserves for unpaid losses and loss adjustment expenses in the accompanying financial statements are based upon evaluations by the Trust's independent actuary. Management believes that these estimates are reasonable. However, these estimates are subject to change and the change can be material in relation to the financial statements taken as a whole. No assurance can be given that the actual losses will not be more or less than the current estimates. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Trust's ability to continue as a going concern for one year from the date the financial statements are issued.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

INDEPENDENT AUDITORS' REPORT – CONTINUED

Auditors' Responsibilities for the Audit of the Financial Statements – Continued

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Trust's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Trust's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Report on Management Discussion and Analysis

The Management's Discussion and Analysis is not a required part of the basic financial statements but is supplementary information required by accounting principles generally accepted in the United States of America. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Eide Bailly, Butler Cooper, P.A.

January 18, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the Preferred Governmental Insurance Trust (the Trust) has prepared the following narrative overview and analysis of the financial activities of the Trust for the fiscal year ending September 30, 2022 and 2021 using other comparative years as appropriate. We encourage readers to consider the information presented here in conjunction with the Trust's financial statements and Notes to Financial Statements to enhance their understanding of the Trust's financial performance.

Financial Highlights

Unless otherwise indicated, performance throughout this analysis is expressed in thousands.

- **The Trust experienced a $41,477 decrease in net position from 2021 to 2022, or -50.6%. Nearly 83% of that loss resulted from non-operating unrealized losses on investments. Unprecedented conditions in both equity and bond investment markets produced losses that disguise improvements to operating results. Unrealized losses will likely not permanently impact the Trust, as the Trust has historically held its debt securities to maturity. Net position fell from $81,941 to $40,464. Total net position decreased by $8,093 from 2020 to 2021, or -9.0%, to a total of $81,941. The prior year changes in net position were driven by a combination of soft markets that suppress revenues and hardening markets that increase excess costs. Current year operating activity shows successful response to the negative factors impacting prior years.**

- **Total assets declined in the current year primarily as a result of recognition of unrealized losses on investments. Total assets decreased by $40,393 from 2021 to 2022, or 15.5%, to a total of $220,573. Nearly 85% of that decline resulted from unrealized losses on investments which management does not believe will be permanent. Total assets increased by $2,429 from 2020 to 2021, or 0.9%, to a total of $260,966. Prior year improvements were attributable to investment earnings.**

- **Investment earnings have consistently tracked with internally adopted benchmarks. Overall investment losses of ($27,429) represent returns of -12.9% on average investment balances in 2022. While the Trust's benchmark return was -13.1% and its performance bested that mark, the Trust absorbed the unusual market losses that impacted all similarly designed portfolios. Earnings in 2021 were $12,573 as the Trust's investments posted a 5.4% return on average investment balances.**

- **The ratio of our premium to our net position, a common measure of solvency has ranged between 125% and 305% over the last decade. The ratio shows the degree to which the Trust's premium exceeds or is nearly covered by net position. Consistently increasing premium revenues from 2020 to 2022 in comparison to a decline in net position in the current year produce a ratio of premium to net position of 303% in 2022 in comparison to 141% in 2021 and 125% in 2020. Management fully anticipates this financial result.**

- **Recoveries from the Trust's excess program increased relative to the prior year. Overall receipts from routine claims remained flat while catastrophic claim recoveries increased from the immediately preceding year. Increased storm activity in 2022 produced higher payments and reimbursements. As claims mature and costs invade excess layers, timely and effective collections of claims of ceded risk have become increasingly important to the Trust.**

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction of the Trust's financial statements. Typically, government financial statements would be presented as three components:

1) **government-wide financial statements,**
2) **fund financial statements, and**
3) **notes to the financial statements.**

However, as the Trust uses only one proprietary fund, which presents financial statement information in the same manner as government-wide financial statements, only with more detail, we do not present government-wide financial statements as the information would be repetitive.

The financial statements are comprised of the Statement of Net Position, the Statement of Revenues, Expenses and Changes in Trust Net Position and the Statement of Cash Flows and the Notes to the Financial Statements. The financial statements are prepared on an accrual basis in accordance with U.S. generally accepted accounting principles applicable to governmental enterprise funds.

The Statement of Net Position presents the Trust's financial position as of the end of its fiscal year. Information is displayed on assets and liabilities with the difference between the two amounts as net position. The net position of the Trust reflects the present value of resources available to its members at the end of the fiscal year after satisfaction of all loss reserves.

The Statement of Revenues, Expenses and Changes in Trust Net Position presents information detailing the revenues and expenses that resulted in a change in net position during the current fiscal year. All revenues and expenses are reported on an accrual basis. This means that the revenue or expense is recognized as soon as the underlying event giving rise to the change occurs, regardless of when the actual cash associated with the event is received or paid. Thus, revenues and expenses are reported in this statement for some items that will not result in cash flows until future fiscal periods. For example, premiums collected from a public entity are reflected as revenue over the passage of time. Likewise, claims that occurred during the fiscal year will be reflected as an expense whether or not they have been paid as of the end of the fiscal year.

The Statement of Cash Flows represents the cash provided and used by the Trust categorized by operating activities and investing activities. It reconciles the beginning and end of year cash balances contained in the balance sheet. The effects of accrual accounting and not cash activities, such as premium and discount amortization are adjusted to supplement the presentation in the Statement of Revenues, Expenses and Changes in Fund Net Position.

The Notes to the Financial Statements follow the basic financial statements and provide additional information that is essential to a full understanding of the data provided in the financial statements. In addition to the financial statements and accompanying notes, required supplemental information is presented illustrating the Trust's past ten years of earned revenues and investment income compared to related costs of losses and other expenses incurred by the Trust.

Financial Analysis

The Preferred Governmental Insurance Trust measures its performance using three basic financial statements: Statements of Net Position, Statements of Revenues, Expenses and Changes in Trust Net Position and Statements of Cash Flows.

Statements of Net Position. The Trust's Statements of Net Position display the assets, liabilities, and net position of the Trust as of the Trust's year end, September 30. A comparison of audited balances as of September 30, 2022, 2021 and 2020 display continued maintenance of strong asset and net position balances. Asset balances are a function of strong underwriting discipline, vigorous control of losses and responsible investment.

Assets declined in 2022 and remained relatively unchanged in the 2021 fiscal years in response differing circumstances impacting investment returns, claims costs, and reinsurance costs.

	2022	% Change	2021	% Change	2020
ASSETS					
Current Assets					
Cash and cash equivalents	$ 7,677	202.0%	$ 2,542	-80.2%	$ 12,823
Accrued interest receivable	1,009	1.2%	997	-0.4%	1,001
Premiums receivable	567	-22.8%	734	132.3%	316
Excess recoverable on paid losses	3,436	-30.4%	4,934	14.0%	4,328
Prepaid expenses and other assets	23,465	11.3%	21,086	3.9%	20,290
Investment securities available for sale	184,419	-20.1%	230,673	5.0%	219,779
TOTAL ASSETS	$ 220,573	-15.5%	$ 260,966	0.9%	$ 258,537
LIABILITIES AND NET POSITION					
Current Liabilities					
Accounts payable and other liabilities	$ 3,939	10.1%	$ 3,579	105.1%	$ 1,745
Claims service fees payable	488	47.9%	330	-16.9%	397
State of Florida assessments payable	65	-33.7%	98	2.1%	96
Member prepayment	389	7.2%	363	83.3%	198
Unearned premium	11,970	8.5%	11,028	6.5%	10,352
Unpaid losses and loss adjustment expenses	42,992	-0.9%	43,385	9.2%	39,737
	59,843	1.8%	58,783	11.9%	52,525
Noncurrent Liabilities					
Unpaid losses and loss adjustment expenses	$ 120,156	0.0%	$ 120,131	3.7%	$ 115,868
Advances by excess insurers	110	0.0%	110	0.0%	110
	120,266	0.0%	120,241	3.7%	115,978
TOTAL LIABILITIES	180,109	0.6%	179,025	6.2%	168,503
NET POSITION – UNRESTRICTED	40,464	-50.6%	81,941	-9.0%	90,034
TOTAL LIABILITIES AND NET POSITION	$ 220,573		$ 260,966		$ 253,537

The decline in total assets of $40,393 from 2021 to 2022 was caused by a $46,254 decrease in total investment securities. Investments fell by 20.1%, a decline that was driven by unrealized losses on those investments. The decline exacerbated the decrease in surplus. The Trust's overall liability for unpaid losses and loss adjustment expenses was nearly unchanged from 2021 to 2022. The current portion of that liability, however, has increased in both amount and as a percentage of the total liability from $32,394 or 20.8% in 2020 to $42,992 or 26.4% in 2022. The accelerating maturity ofthe liability has demanded increased use of cash that has also contributed to the decline ininvestments. By contrast, assets increased by $2,429 or roughly 0.9% from 2020 to 2021 in responseto gains and earnings that increased investments by $10,894 or 5.0%. The improved asset positionin 2021 was offset by increases to actuarial valuations of unpaid losses and loss adjustment expensesto produce a decrease in net position (surplus) of $8,093 or 9.0%. Until the current year, the liabilityfor unpaid losses and loss adjustment expenses had steadily increased in response to the Trust'sdecision to retain additional risk for its workers compensation coverage for approximately four yearsending in 2017 and the economic and environmental conditions resulting in increases to Florida'stort cap. Loss estimates have been gradually revised downward in response to actual experience andthe rate and amount of growth in the liability has slowed. The net position of the Trust continues tobe more than adequate to sustain recent losses driven by market conditions.

A significant component of our costs has been our excess insurance program. While excess markets have hardened, the Trust has absorbed these increased costs for the benefit of its members. The ability to appropriately negotiate excess coverage in a manner that economically and effectively mitigates risks with a variety of business partners both in the United States and abroad has been essential to the ongoing success of the Trust.

Maturing claims make the excess program even more important as cash flows become dependent not only on our premium collections but also upon timely recoveries from excess carriers.

The following schedule summarizes the collections from excess insurance carriers over the last five fiscal years by line. Both the importance of excess insurance recoveries and the consistency in collection efficiency for routine (non-catastrophic/non-hurricane) claims is shown below.

		Package			
Year	Workers Compensation	Non Catastrophic	Catastrophic	Subtotal	Total
2022	$ 2,712	$3,673	$ 11,246	$14,919	$17,631
2021	3,024	3,238	4,476	7,714	10,738
2020	10,238	2,124	22,990	25,114	35,352
2019	7,084	4,146	29,326	33,472	40,556
2018	7,296	5,976	4,404	10,380	17,676

Routine collections from the excess program for combined workers compensation and non-catastrophic coverage fell to $6.3 million in each of the last two years after averaging over $12 million per year. Activity in the 2020 year reflected nonrecurring settlement and collection of several large claims and contributed to the highlighted fluctuation compared to the most recent two years. Additionally, higher retentions have generally reduced recoveries. Collections from catastrophic events spiked in response to Hurricane Sally in the 2022 fiscal year. Michael and Irma claims fell

as the state was spared major damages from named storms until very late into the 2022 fiscal year. Collections generally represent claims initially paid by the Trust and then reimbursed by excess carriers.

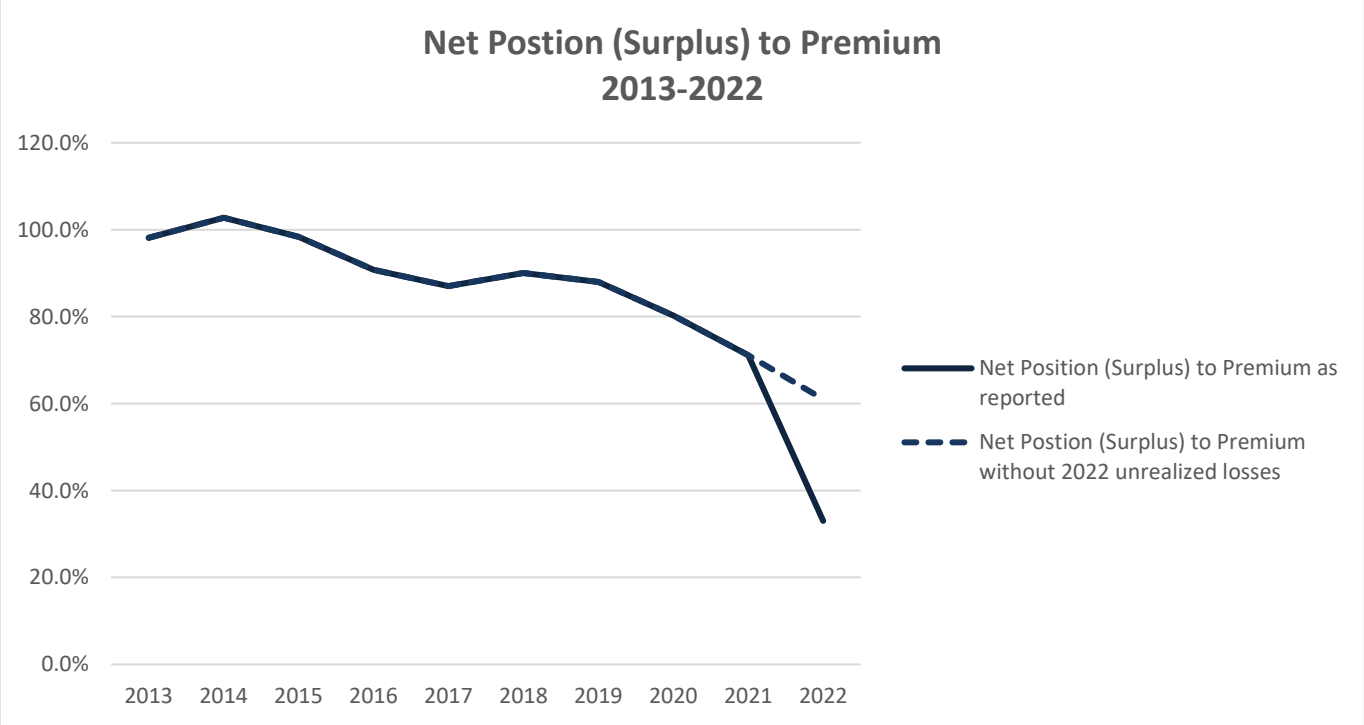
Statements of Revenues, Expenses and Changes in Trust Net Position. The Statement of Revenues, Expenses and Changes in Trust Net Position display the Trust revenues and expenses and the manner in which they account for the change in net position. The following schedule shows a comparison of that activity for the years ended September 30, 2022, 2021, and 2020 and a number of key relationships.

	2022	% Change	2021	% Change	2020
OPERATING REVENUES					
Premiums	$ 122,568	6.4%	$ 115,208	2.7%	$ 112,176
OPERATING EXPENSES					
Losses and loss adjustment expenses	53,752	-7.8%	58,276	-7.1%	62,762
Excess insurance expense	55,734	7.9%	51,656	13.5%	45,512
Administrative fees	11,917	6.1%	11,230	1.2%	11,098
State of Florida assessments	400	-0.5%	402	0.8%	399
Agent commissions	7,967	4.4%	7,628	2.4%	7,451
Claims service fees	5,219	8.4%	4,816	2.1%	4,719
Other expenses	1,627	-12.8%	1,866	0.8%	1,851
TOTAL EXPENSES	136,616	0.5%	135,874	1.6%	133,792
OPERATING INCOME (LOSS)	(14,048)	-32.0%	(20,666)	-4.4%	(21,616)
NON-OPERATING REVENUES					
Net investment income	6,841	-16.0%	8,146	40.5%	5,799
Net increase (decrease) in fair value of investments	(34,270)	-874.1%	4,427	-47.0%	8,358
	(27,429)	-318.2%	12,573	-11.2%	14,157
CHANGE IN NET POSITION	(41,477)	412.5%	(8,093)	8.5%	(7,459)
NET POSITION – Beginning	81,941	-9.0%	90,034	-7.7%	97,493
NET POSITION – Ending	$ 40,464	-50.6%	$ 81,941	-9.0%	$ 90,034

The current year results for the Trust were shaped by non-operating losses on investments equal to $34,270 that drove 82.5% of the 2022 net loss. Poor investment results blunt the impact of a $6,618 improvement in operating results. The Trust's operating loss shrank by 32.0% from ($20,666) in 2021 to ($14,048) in 2022. The improvement came in response to 6.4% increase in in premium revenues from $115,208 in 2021 to $122,568 in 2022, a 7.8% decrease in losses and loss adjustment expense from $58,276 in 2021 to $53,752 in 2022 offset by a 7.9% increase in excess insurance expense from $51,656 in 2021 and $55,734 in 2022. The Trust's ongoing efforts to improve premium earnings to fully defray costs underscores management's responsible focus on sustainable economic performance of the Trust on behalf of its members. By contrast, year over year results from 2020 to 2021 reported little change in operating losses as a 2.7% increase in revenue of $3,032 from $112,176 in 2020 to $115,208 in 2021 was nearly entirely offset by the overall increase in combined

claims and excess insurance cost. While losses and loss adjustment expenses decreased by 7.1% from $62,762 in 2020 to $58,276 in 2021, excess insurance expense increased by 13.5% from $45,512 to $51,656. The Trust's overall operating loss of $20,666 in 2021was nearly unchanged from the $21,616 in losses reported in 2020. Strong investment performance in both 2020 and 2021 partially mitigated the overall reduction in net position.

Net position has generally fluctuated between 33% and 100% of earned premium over the last ten years. This common measure of capitalization and risk bearing capacity increases or improves as net position grows in relation to premium. The Trust's surplus has gradually declined over the last ten years as premium remained stable or increased. Net position is strong and able to sustain premium levels maintained by the Trust. The graph below displays the net position to surplus as reported in comparison to net position in the 2022 year both with and without the unusually large non-operating losses associated with unrealized losses on investments. Management does not believe the unrealized losses are permanent.



<u>Statements of Cash Flows</u>. The Statements of Cash Flows display the sources and uses of the Trust's cash generated from operating and investing activities.

The Trust's cash flows from continuing operations over the last three years show the impact of timing differences in premium collections combined with fluctuations in net excess insurance (ceded reinsurance) payments and increases in loss and loss adjustment expenses paid. Cash flows used in operations totaled $13,678 in 2022. Current year results are consistent with cash flows used in operations of $11,965 in 2021 but greater than the cash flows provided by operations of $1,503 reported in 2020.

MANAGEMENT'S DISCUSSION AND ANALYSIS - CONTINUED

Cash flow from operations is the product of increased payments for net excess premiums paid to excess insurance carriers as well as gradual upward pressure on claims payments. Cash outlays for claims increased by just over 10% from 2020 to 2021, however, net amounts paid to reinsurance carriers increased by 63.2% or $20,247 from $32,015 in 2020 to$52,262 in 2021. Cash outlays for excess abated in the current year increasing 3.7% or $1,974 from $52,262 in 2021 to $54,236 in 2022.

Although operating cash is used in response to the consistent demands from maturing claims, classified as losses and loss adjustment expenses paid, diligent collections of excess recoveries described above serve to partially offset a portion of those amounts and stabilize operating cash outflows. Cash flows from operations responded favorably to consistent collections of excess insurance recoveries. Reduced opportunities for excess collections over that last two years caused amounts paid to reinsurance carriers, net of excess collections, to increase and served to increase cash used by operating activities.

	2022	2021	2020
CASH FLOWS FROM CONTINUING OPERATIONS			
Premiums collected from policyholders	$ 122,702	$ 114,792	$ 112,521
Net amounts paid to reinsurance carriers	(54,236)	(52,262)	(32,015)
Losses and loss adjustment expenses paid	(54,121)	(50,365)	(49,078)
Other underwriting expenses paid	(28,023)	(24,130)	(29,925)
NET CASH (USED IN) PROVIDED BY OPERATING ACTIVITIES	(13,678)	(11,965)	1,503
CASH FLOWS FROM INVESTING ACTIVITIES			
Net proceeds (purchases) of debt and equity securities	13,540	(3,682)	(3,644)
Investment income collected	5,273	5,366	5,586
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	18,813	1,684	1,942
NET (DECREASE) INCREASE IN CASH AND CASH EQUIVALENTS	5,135	(10,281)	3,445
Cash and short-term investments – beginning of year	2,542	12,823	9,378
CASH AND SHORT-TERM INVESTMENTS - END OF YEAR	$ 7,677	$ 2,542	$ 12,823

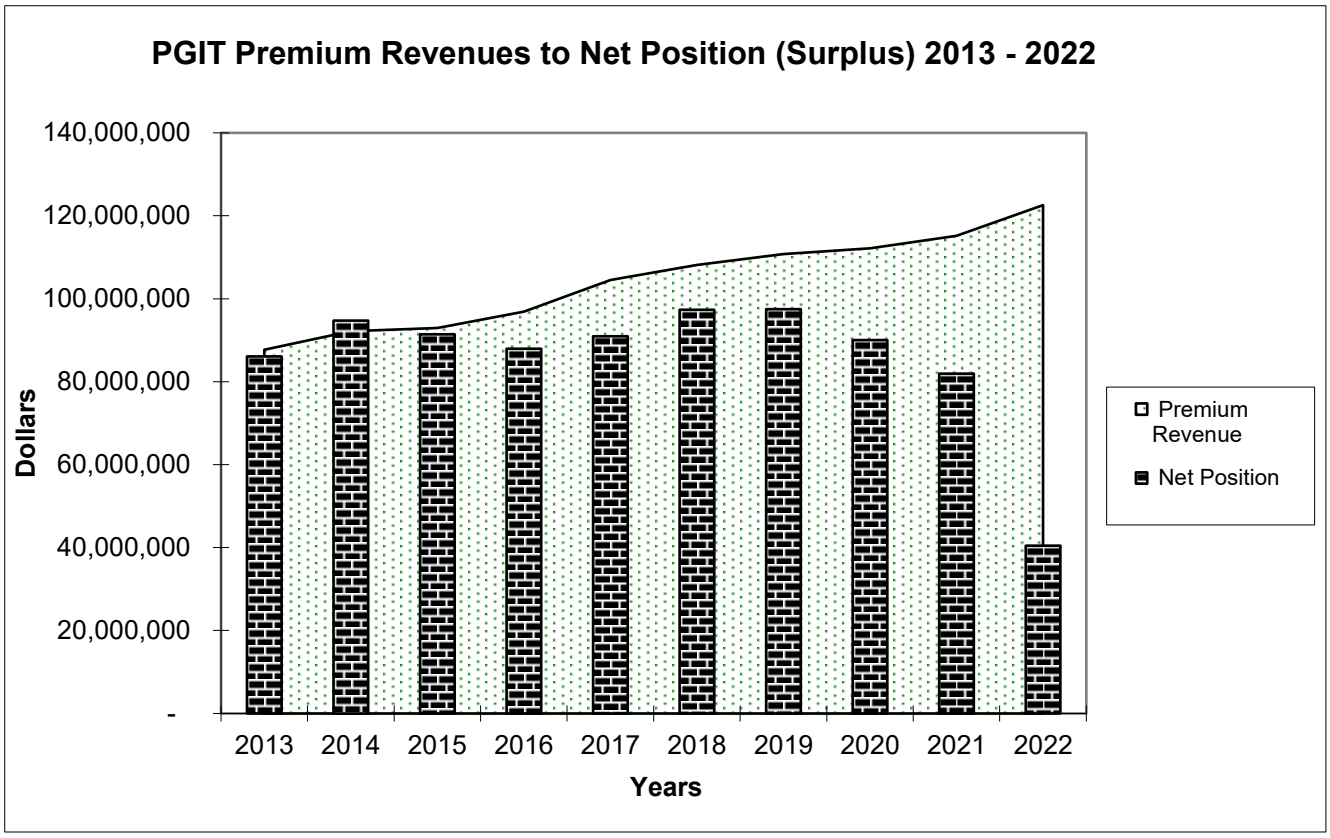
The Trust did not increase its investment portfolio in any of the years presented and had drawn down approximately $20,000 to meet cash flow requirements. The use of investments served to shield the Trust from unrealized market losses on those investments. Investment performance was the source of changes to investments. The increases to investments are displayed as a use of cash from investing activities while decreases in investments are shown as a source of cash. The investment portfolio of the Trust decreased 16% from the 2020 fiscal year to the 2022 fiscal year in direct response to investment performance and cash management.

Economic Factors and Major Initiatives

Markets. Increased premium revenues in 2022 and 2021 came in response to increasing average rates of both workers compensation and property markets. The Trust experienced both an increase of insurable units as well as addition of new members. Financial results each year are impacted by the Trust's tempered response to meeting aggressive pricing challenges in the highly competitive market for public entity insurance programs.

Net position as a percentage of revenue declined sharply in response to non-operating losses from unrealized losses on investments that management does not believe are permanent, as the Trust has historically held its debt securities to maturity. The following graph shows the comparison of premium revenue to growth in fund surplus (net position) for the last ten years.

Premium revenues are at all-time highs.



Initiatives. The Trust inaugurated the Preferred Training Incentive Programs (TIPs) in 2015, a member reimbursement program with matching training/safety incentives that can be applied for by any current member of the Trust. The enormously popular program resulted in $450,000 in distributions to members in 2022 in recognition of their ongoing training and safety improvement efforts. Current year volume compares to $450,000 in 2021 and $550,000 in 2020.

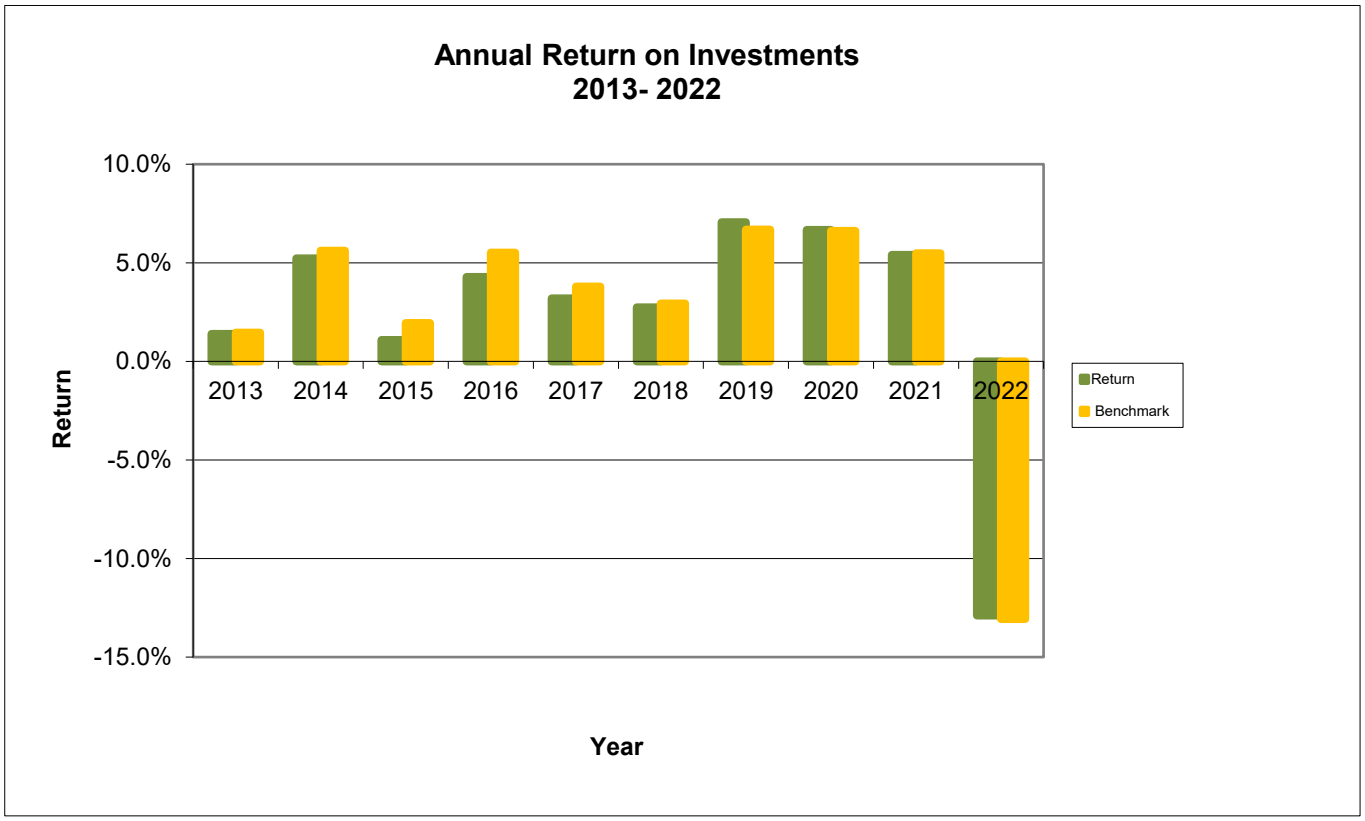
The Trust cancelled its Member Education Day as a precautionary response to the pandemic in 2021 and 2022 but will resume the popular program in 2023. Member Education Days feature presentations by insurance, legal, and risk management professionals for the benefit of hundreds of participants. The extremely well-received event underscores the Trust's member focus and its commitment to loss control.

Through its administrator, the Trust continues to offer and invest in online services to its membership including learning and training opportunities through webinars, Target Solutions, My Community Workplace, and HR & Cyber Support Center related to both coverage and legal issues. The Trust also provides on-line loss runs, claim notes and other analytics for claims management as it remains responsive in the highly competitive public entity insurance market.

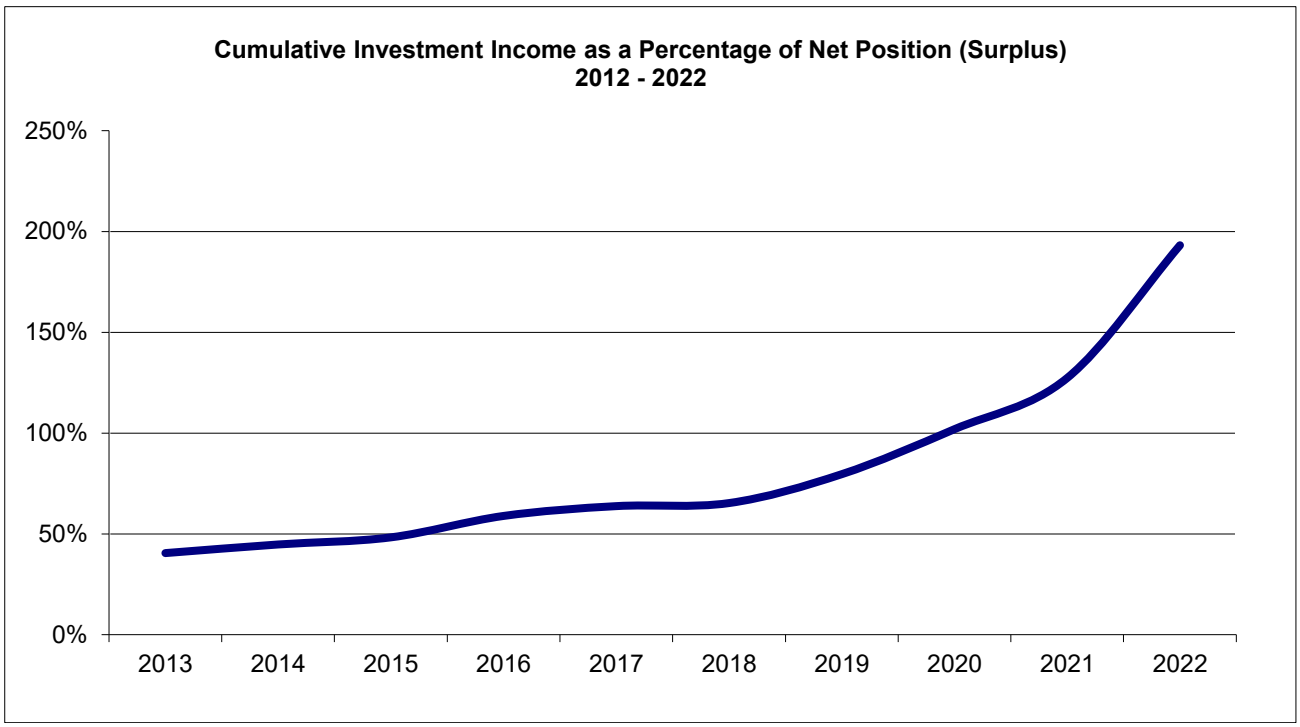
Investments. As the Federal Reserve Open Market Committee continues to adjust interest rates, valuation of fixed income will be negatively impacted. This year's performance has shown that even modest changes in effective market interest rates can cause significant changes in portfolio value. Current year earnings on fixed income securities were modest but consistent.

Revisions to the Trust's investment policy at the beginning of the 2014 fiscal year shifted a greater percentage of its portfolio to equity securities while changes implemented at the beginning of the 2020 fiscal year further diversified equity holdings. Outstanding returns in equity markets coupled with the Trust's increased participation in those markets produced outstanding investment earnings for the Trust through 2021. Management anticipated that market corrections might cause results to fluctuate. The 2022 year produced the negative impact that comes with market participation. As always, investment returns are uncertain, but asset allocations have steadily produced results consistent with internally established benchmarks and the Trust's risk tolerance.

The following graph shows the investment performance of the Trust in comparison to those adopted benchmarks. Investment earnings track with market volatility and have followed the behavior of benchmark measures. The 2022 year produced actual and benchmark performance that were nearly equal.



As the Trust matures, investment income becomes an increasingly important and consistent element of operating results and net position (surplus). Over the twenty-three-year period ending September 30, 2022, the Trust has recognized $76.9 million in investment income which represents 193% of accumulated surplus. The assumption of increased retention in 2014 resulted in very little change in overall surplus largely in response to consistent investment earnings. Reduction of retention in 2018 along with related increases in excess insurance costs in combination with decreases of liability estimates prior years has caused surplus to improve and then modestly decline in the middle of the analysis period shown below. The relative contribution of investment earnings has increasingly outweighed the contribution of underwriting performance to surplus. The following chart shows the growth of cumulative investment income as a percentage of surpluses in the ten years since the 2013 fiscal year. The extremely poor investment performance this year and the resulting decline in surplus produces the spike in cumulative investment income as a percentage of net position shown below:



Contacting the Trust's Financial Management

This financial report is designed to provide our members and the public with a general overview of the Trust's finances and to demonstrate the Trust's operational and fiscal accountability for the premiums it receives. The Trust contracts its financial administration to Public Risk Underwriters of Florida, Inc. Questions concerning the information provided in this report or requests for additional financial information should be addressed to Jennifer /y1ynK. Martin, Executive Vice President, Public Risk Underwriters of Florida, Inc., P.O. Box 958455, Lake Mary, Florida 32795-8455.

FINANCIAL STATEMENTS &

NOTES TO FINANCIAL STATEMENTS

Preferred governmental Insurance Trust

STATEMENTS OF NET POSITION

ASSETS

	September 30, 2022	September 30, 2021
CURRENT ASSETS		
Cash and cash equivalents	$ 7,676,867	$ 2,541,823
Investment securities	184,418,701	230,673,462
Accrued interest receivable	1,009,461	997,201
Premiums receivable	565,937	733,703
Excess recoverables on paid losses	3,436,572	4,933,695
Prepaid expenses and other assets	23,465,263	21,086,221
Total assets	$ 220,572,801	$ 260,966,105

LIABILITIES AND NET POSITION

CURRENT LIABILITIES		
Accounts payable and other liabilities	$ 3,939,290	$ 3,578,583
Claims service fee payable	487,929	330,115
State of Florida assessments payable	64,876	98,399
Unpaid losses and loss adjustment expenses	42,992,000	43,385,000
Unearned premiums	11,970,089	11,028,403
Member prepayments	389,124	362,866
Total current liabilities	$ 59,843,308	$ 58,783,366
NONCURRENT LIABILITIES		
Unpaid losses and loss adjustment expenses	120,155,626	120,131,388
Advances by excess insurers	110,000	110,000
Total noncurrent liabilities	120,265,626	120,241,388
Total liabilities	180,108,934	179,024,754
NET POSITION - UNRESTRICTED	40,463,867	81,941,351
	$ 220,572,801	$ 260,966,105

The accompanying notes are an integral part of these financial statements.

Preferred Governmental Insurance Trust

STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN TRUST NET POSITION

	Years Ended September 30, 2022	2021
OPERATING REVENUES		
Premiums	**$ 122,567,826**	**$ 115,208,121**
OPERATING EXPENSES		
Losses and loss adjustment expenses	**53,751,941**	**58,276,113**
Excess insurance expense	**55,733,472**	**51,656,336**
Administrative services	**11,916,544**	**11,229,924**
Agent commissions	**7,967,462**	**7,628,578**
Claims service fees	**5,218,709**	**4,815,587**
State of Florida assessments	**400,308**	**402,086**
Other expenses	**1,627,465**	**1,866,193**
Total expenses	**136,615,901**	**135,874,817**
OPERATING LOSS	**(14,048,075)**	**(20,666,696)**
NON-OPERATING REVENUES		
Net investment income	**6,840,824**	**8,145,884**
Net increase (decrease) in fair value of investments	**(34,270,233)**	**4,427,494**
	(27,429,409)	**12,573,378**
CHANGE IN NET POSITION	**(41,477,484)**	**(8,093,318)**
Net position - beginning of year	**81,941,351**	**90,034,669**
NET POSITION - END OF YEAR	**$ 40,463,867**	**$ 81,941,351**

The accompanying notes are an integral part of these financial statements.

Preferred Governmental Insurance Trust

STATEMENTS OF CASH FLOWS

	Years Ended September 30, 2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES:		
Premiums collected from policyholders	$ 122,702,069	$ 114,792,635
Amounts paid to excess insurance carriers	(54,236,349)	(52,262,188)
Losses and loss adjustment expenses paid	(54,120,703)	(50,364,623)
Net other underwriting expense paid	(28,023,065)	(24,130,488)
NET CASH USED IN OPERATING ACTIVITIES	(13,678,048)	(11,964,664)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchases of debt securities	(21,658,509)	(48,614,061)
Proceeds from sales and maturities of debt securities	29,200,044	38,951,261
Purchases of equity securities	(3,396,620)	(6,458,792)
Proceeds from sales of equity securities	9,394,860	12,438,871
Investment income collected	5,273,317	5,366,229
NET CASH PROVIDED BY INVESTING ACTIVITIES	18,813,092	1,683,508
NET CHANGE IN CASH AND CASH EQUIVALENTS	5,135,044	(10,281,156)
Cash and cash equivalents - beginning of year	2,541,823	12,822,979
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 7,676,867	$ 2,541,823

The accompanying notes are an integral part of these financial statements.

Preferred Governmental Insurance Trust

STATEMENTS OF CASH FLOWS - CONTINUED

	Years Ended September 30, 2022	2021
RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:		
Operating loss	**(14,048,075)**	**(20,666,696)**
Changes in operating assets and liabilities		
(Increase) decrease in assets:		
Premiums receivable	**167,766**	**(417,886)**
Excess recoverables on paid losses	**1,497,123**	**(605,852)**
Prepaid expenses and other assets	**(2,379,042)**	**(796,349)**
Increase (decrease) in liabilities:		
Accounts payable and other liabilities	**360,707**	**1,834,061**
Claims service fee payable	**157,814**	**(67,240)**
State of Florida assessments payable	**(33,523)**	**2,400**
Unpaid losses and loss adjustment expenses	**(368,762)**	**7,911,490**
Unearned premiums	**941,686**	**676,112**
Member prepayments	**26,258**	**165,296**
NET CASH USED IN OPERATING ACTIVITIES	**$(13,678,048)**	**$(11,964,664)**
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION:		
Non-cash increase (decrease) in investment securities available-for-sale and net position as a result of adjusting the basis to their estimated fair value	**$ (34,270,233)**	**$ 4,427,494**

The accompanying notes are an integral part of these financial statements.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A summary of the Preferred Governmental Insurance Trust (the "Trust") significant policies consistently applied in preparation of the accompanying financial statements follows. Other significant accounting policies are disclosed elsewhere in the financial statements and the notes thereto.

Reporting Entity

The Trust was created in 1999 to provide a program of property and casualty coverage as a governmental self insurance fund under the provisions of Section 624.462, Florida Statutes. The Trust is governed under the terms and conditions of an interlocal agreement amongst the governments that participate in the program (known as Members) adopted pursuant to Section 163.01, Florida Statutes.

Chapter 624 allows for any two or more local governments to enter into an interlocal agreement for the purpose of insuring those governments against loss or damage from any hazard or cause provided the self insurance fund has annual premiums in excess of $5 million, maintains a program of self insurance evaluated by an independent actuary, submits audited financial statements to the State of Florida Office of Insurance Regulation on an annual basis and has a governing body comprised entirely of local elected officials. There are approximately 400 members of the Trust.

The Trust meets the statutory requirements and is comprised of local government entities that execute a Participation Agreement and thereby become members of the Trust. The governing body of the Trust (Trustees) consists of between five and nine local elected officials representing members of the Trust. Trustees are elected to staggered terms by a majority vote of the members of the Board of Trustees.

For financial reporting purposes, the Trust is a stand-alone entity: there are no component units included in the accompanying financial statements and the Trust is not considered a component unit of another entity.

Basis of Accounting

The Trust prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America for proprietary funds, which are similar to those for private business enterprise, and the prevailing practices within the insurance industry. Accordingly, revenues are recorded when earned and expenses are recorded when incurred.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Basis of Accounting - Continued

The assets, liabilities and net position of the Trust are reported in a self-balancing set of accounts representing funds available for support of the Trust's operations.

Cash and Cash Equivalents

For purposes of the Statements of Cash Flows, demand deposit accounts with commercial banks and cash invested in commercial money market funds are considered cash equivalents. Investments that are held separately from the investment accounts and are highly liquid with an original maturity of ninety days or less when purchased or are so near their maturity that they present an insignificant risk of change in value because of changes in interest rates are considered to be cash equivalents.

Investments

The investments are stated at their estimated fair value in accordance with Governmental Accounting Standards Board Statement No. 31, "Accounting and Financial Reporting for Certain Investments and for External Investment Pools." Any change in unrealized gains and losses on investments are reported in the Statements of Revenues, Expenses and Changes in Trust Net Position. Gains and losses resulting from the sale of investments are determined using the specific identification method and are included in investment income. All investments are categorized as current assets as the Trust has the ability to sell these investments should that be necessary.

Fair Value Measurements

The Trust applies the Financial Accounting Standards Board framework as a method of applying the definition of fair value in Governmental Accounting Standards Board Statement No. 72. That framework provides a fair value hierarchy that prioritizes the inputs in valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described below:

Level 1 - Inputs are unadjusted quoted prices for identical assets in active markets.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Fair Value Measurements - contiuned

Level 2 - Quoted prices for similar assets or liabilities in active markets; quoted prices for identical or similar assets or liabilities in markets that are not active; or valuations based on models where the significant inputs are observable (e.g., interest rates, yield curves, prepayment speeds, default rates, loss severities, etc.) or can be corroborated by observable market data.

Level 3 - Inputs are unobservable and based on management estimate.

Excess Recoverables on Paid Losses

Recoverables from excess insurers on paid losses, if any, are reported as assets in the Statements of Net Position.

Recoverables from excess insurers on unpaid losses, if any are recorded as a reduction to the liability for unpaid losses and loss adjustment expenses in the Statements of Net Position.

Excess Insurance

The Trust uses excess insurance agreements to reduce its exposure to large losses on all types of insured events. Excess insurance permits recovery of a portion of losses from excess insurance carriers, although it does not discharge the primary liability of the Trust as direct insurer of the risk subject to those agreements. The Trust does not report risks that invade the excess layers as liabilities unless it is probable that those risks will not be covered by the excess insurer. Settled claims have not exceeded excess coverage in any of the past three fiscal years.

Prepaid Expenses and Other Assets

Ceded unearned premiums are accounted for as prepaid expenses and other assets. These costs are deferred and amortized on a straight-line basis over the life of the insurance contracts. Excess insurance premiums are generally paid in July and in October of each year and earned ratably each month.

Unpaid Losses and Loss Adjustment Expenses

The Trust establishes claims liabilities based on estimates of the ultimate cost of claims (including future allocated claim adjustment expenses) that have been reported but not settled and of claims that have been incurred but not reported. The length of time for which such costs must be estimated varies depending on the coverage involved. Estimated amounts of salvage and subrogation and excess insurance recoverable on unpaid claims are deducted from the liability for unpaid claims.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Unpaid Losses and Loss Adjustment Expenses - continued

Because actual claims costs depend on such complex factors as inflation, changes in doctrines of legal liability and damage awards, the process used in computing claims liabilities does not necessarily result in an exact amount, particularly for coverage such as general liability. Claims liabilities are recomputed periodically using a variety of actuarial and statistical techniques to produce current estimates that reflect recent settlements, claim frequency and other economic and social factors. A provision for inflation in the calculation of estimated future claims costs is implicit in the calculation because reliance is placed both on historical data that reflect past inflation and on other factors that are considered to be appropriate modifiers of past experience. Adjustments to claims liabilities are charged or credited to expense in the periods in which they are made.

Unearned Premiums

Premiums are billed based upon the estimated annual premiums due and are earned on a straight-line basis throughout the year. Amounts due are initially recorded as unearned premiums. Amounts due or paid that have not been recognized as revenues are displayed as unearned premiums.

Operating Revenues and Expenses

The Trust defines operating revenues and expenses as all periodic activities that contribute to the measurement of its risk financing objectives. The principal operating revenues of the Trust consist of premium earnings, which are direct charges for services. Operating expenses include losses, ceded earnings, acquisition costs, taxes and administration. All revenues and expenses, including investment earnings, not meeting this definition are reported as non-operating.

Earned Premiums

Premiums are recognized evenly over the term of the underlying insurance contracts. At year end, certain members that purchase workers' compensation from the Trust report actual payrolls to the administrator and the other members have a payroll audit. Any additional premiums due are billed at that time. Premiums for workers' compensation coverage as recorded herein are based upon actual payrolls as reported by the members for applicable accounts, and audited payrolls for the other members.

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES - CONTINUED

Policy Acquisition Costs

Policy acquisition costs, which consist of agent commissions, are primarily related to the issuance of new insurance policies and these costs are expensed when the policy is written.

Income Taxes

The Trust is exempt from Income taxes under the provisions of Section 115 of the Internal Revenue Code.

Management Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Reclassifications

Certain prior year amounts may have been reclassified to conform to current period classifications. These reclassifications, if any, had no impact on previously reported change in net position or net position.

NOTE 2 - FAIR VALUE MEASUREMENTS

The following table sets forth, by level within the fair value hierarchy, the Trust's assets at estimated fair value:

	As of September 30, 2022			
	Level 1	Level 2	Level 3	Total
Debt securities	$ -	$ 147,576,012	$ -	$ 147,576,012
Equity securities	36,842,689	-	-	36,842,689
Total securities	$ 36,842,689	$ 147,576,012	$ -	$ 184,418,701

NOTE 2 - FAIR VALUE MEASUREMENTS - CONTINUED

	As of September 30, 2021			
	Level 1	Level 2	Level 3	Total
Debt securities	$ -	$ 178,382,249	$ -	$ 178,382,249
Equity securities	52,291,213	-	-	52,291,213
Total securities	$ 52,291,213	$ 178,382,249	$ -	$ 230,673,462

The Trust did not have any Level 3 assets at any point during the years ended September 30, 2022 and September 30, 2021. There were no significant transfers between Level 1 and Level 2 during the years ended September 30, 2022 and September 30, 2021.

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS

The Trust uses three cash accounts to transact its ongoing business and three types of investment portfolios to handle investment activities. Cash accounts are generally classified as operating, premium trust, and claims. The Trust has an investment portfolio devoted to debt securities. The Trust also has two investment portfolios devoted to equities, based on security type.

Cash and Cash Equivalents

The three cash accounts divide administration of the transactional requirements of the Trust into separate bank accounts. The operating account is used to pay for the general administrative costs of the Trust. The premium trust account is the depository for premiums of members and is the source used to pay all premium related charges other than claims and general administrative costs. Claims payment accounts are used to pay claims and claims adjustment expenses. The claims accounts are the depositories for subrogation, deductible and excess reimbursements.

All bank deposit amounts are covered by either federal depository insurance or collateral with the State of Florida under the Florida Security for Public Deposits Act (Chapter 280, Florida Statutes).

The Florida Security for Public Deposits Act (the Act) established guidelines for qualifications and participation by banks and savings associations, procedures for the administration of the collateral requirements and characteristics of eligible collateral. Under the Act, the Trust deposits in qualified public depositories are totally insured. The qualified

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Cash and Cash Equivalents - Continued

public depository must pledge at least 50 percent of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance. Additional collateral, up to a maximum of 125 percent, may be required, if deemed necessary under the conditions set forth in the Act. Obligations pledged to secure deposits must be delivered to the State Treasurer, to a bank, savings association, or trust company provided a power of attorney is delivered to the Treasurer.

Investment Accounts

The Board of Trustees formally adopted a comprehensive investment policy pursuant to Section 218.415, Florida Statutes that establishes permitted investments, asset allocation limits, credit rating requirements and maturity limits to protect the Trust's cash and invested assets. The investments of the Trust comply with the limitations of its policy. The primary investment objective of the investment accounts is to provide a market return over the long term. To achieve this result, the investment portfolio consists of intermediate debt securities and equity securities. Additionally, the entire portfolio is diversified across economic sectors, geographic locations, and industries.

Investment balances in each portfolio for the years ended September 30, 2022 and 2021 were as follows:

	September 30, 2022		September 30, 2021	
	Estimated Fair Value	Percent Asset Allocation	Estimated Fair Value	Percent Asset Allocation
Debt portfolio	$ 147,576,012	80.0%	$ 178,382,249	77.3%
Common stock portfolio	8,876,577	4.8%	13,871,044	6.0%
Index portfolio	27,966,112	15.2%	38,420,169	16.7%
Total equity portfolio	36,842,689	20.0%	52,291,213	22.7%
Total	$ 184,418,701	100.0%	$ 230,673,462	100.0%

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investment Accounts - Continued

Authorized investments must, by policy, meet specific quality standards based upon ratings issued by a nationally recognized statistical rating organization (NRSRO) and are benchmarked against appropriate indices for purposes of quarterly reporting to the Board of Trustees. Investments allowed under the Trust's investment policy include:

- **Direct obligations of the United States Treasury including bills, notes, bonds and various forms of Treasury zero-coupon securities.**
- **Obligations of the agencies or instrumentalities of the Federal Government including but not limited to the Federal Home Loan Mortgage Corp, Federal National Mortgage Association, Federal Home Loan Banks, Federal Farm Credit Banks, and the Student Loan Marketing Association.**
- **Mortgage obligations guaranteed by the United States Government or sponsored agencies or instrumentalities. This includes mortgage pass-through securities as well as collateralized mortgage obligations.**
- **Asset-based securities issued in the United States as long as they are rated Aaa/AAA by at least one NRSRO.**
- **Corporate fixed-income securities issued by any corporation in the United States as long as they are rated Baa/BBB or better at the time of purchase by any NRSRO.**
- **U.S. dollar denominated and issued obligations and securities of foreign states or non-U.S. corporations which are rated Baa/BBB or better by at least one NRSRO.**
- **Money market mutual funds as defined and regulated by the SEC.**
- **Repurchase agreements.**
- **Commercial paper issued in the United States by any corporation with a rating of at least A+/A1 by at least one NRSRO.**
- **Certificates of deposit.**
- **Securities of state, municipal and county governments or their public agencies as long as they are rated at least Baa/BBB or better by an NRSRO.**

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investment Accounts - Continued

- **Guaranteed investment contracts issued by insurance companies rated at least Baa/BBB or better by one NRSRO.**

- **Commingled investment funds, including but not limited to exchange traded funds, investment trusts, limited partnerships and listed no-load mutual funds.**

- **Equity securities including common stock, preferred stock, American depository receipts and interest bearing obligations having an option to convert into common stock.**

Investments - Debt Securities

The following disclosures have been prepared relative to the debt securities of the Trust.

Interest rate risk. **The risk that the fair value of securities in a portfolio may fall due to changes in general interest rates is referred to as interest rate risk. The Trust mitigates that risk by structuring its portfolio such that securities mature to meet cash requirements for ongoing operations or otherwise are available to meet possible temporary cash flow requirements that might be associated with increased losses. The Trust's strategy is designed to avoid the need to sell securities on the open market prior to maturity.**

The Trust uses effective duration as a measurement of interest rate risk. Duration, as distinct from maturity, determines the amount of price volatility the portfolio would experience given a shift in interest rates. For example, a portfolio with a duration of 3.5 years would incur a price decrease (increase) of 3.5% in the event of a 1% increase (decrease) in interest rates. Maturity is the contractual end date of a debt security. Average life is used in the place of maturity for all debt securities such as mortgages that are subject to both amortization and prepayment. Mortgage-backed securities included in the portfolios are assigned an expected average life as a proxy for their maturity and to provide a reasonable basis for assessing compliance with the investment policy of the Trust. Expected average life anticipates the period a security will be outstanding based on both the contracted or scheduled maturity of the instrument and the likelihood of prepayments.

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investments - Debt Securities - Continued

The debt securities portfolio limits maximum maturity of securities to ten years. The typical effective duration of the debt security portfolio is between 2.5 and 5.5 years. As of September 30, 2022 and 2021, the average maturity of the term debt securities portfolio was 4.93 years and 4.54 years and, respectively; and the effective duration was 4.2 years and 3.97 years, respectively.

The schedule below shows the Trust's debt securities at September 30, 2022 and 2021.

Investments in debt securities are stated at their estimated fair value and consist of the following:

	September 30, 2022			
	Amortized Cost	Estimated Fair Value	Gross Unrealized Gains	Gross Unrealized Losses
U.S. Treasury securities	$ 32,854,212	$ 30,310,940	$ --	$ (2,543,272)
Corporate notes	101,610,884	90,114,537	71,490	(11,567,837)
Mortgage-backed paydown securities	30,206,054	21,150,535	20,828	(3,076,347)
Total debt securities	$ 164,671,150	$ 147,576,012	$ 92,318	$ (17,187,456)

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investments - Debt Securities - Continued

	September 30, 2021			
	Amortized Cost	Estimated Fair Value	Gross Unrealized Gains	Gross Unrealized Losses
U.S. Treasury securities	$ 25,071,222	$ 25,921,016	$ 853,700	$ (3,906)
Corporate notes	117,636,758	120,920,783	4,183,573	(899,548)
Mortgage-backed paydown securities	30,195,084	31,540,450	1,374,240	(28,874)
Total debt securities	$ 172,903,064	$ 178,382,249	$ 6,411,513	$ (932,328)

The amortized cost and estimated fair value of debt securities as of September 30, 2022 and 2021 by contractual maturity are shown below. In some instances, actual maturities may differ from contractual maturities because borrowers may have the right to call or prepay obligations with or without call or prepayment penalties.

	September 30, 2022			
	Amortized Cost	Estimated Fair Value	Gross Unrealized Gains	Gross Unrealized Losses
Due in one year or less	$ 15,410,813	$ 15,337,224	$ 71,490	$ (145,079)
Due after one year through five years	56,447,393	52,071,930	--	(4,375,463)
Due after five years through ten years	62,606,890	53,016,323	--	(9,590,567)
Mortgage-backed paydown securities	30,206,054	27,150,535	20,828	(3,076,347)
Total debt securities	$ 164,671,150	$ 147,576,012	$ 92,318	$ (17,187,456)

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investments - Debt Securities - Continued

	September 30, 2021			
	Amortized Cost	Estimated Fair Value	Gross Unrealized Gains	Gross Unrealized Losses
Due in one year or less	$ 17,462,889	$ 17,763,960	$ 301,071	$ (-)
Due after one year through five years	57,581,491	59,398,667	1,949,173	(131,997)
Due after five years through ten years	67,663,600	69,679,172	2,787,029	(771,457)
Mortgage-backed paydown securities	30,195,084	31,540,450	1,374,240	(28,874)
Total debt securities	$ 172,903,064	$ 178,382,249	$ 6,411,513	$ (932,328)

The following is a weighted average duration by security type as of September 30, 2022 and 2021:

	September 30, 2022		September 30, 2021	
	Estimated Fair Value	Weighted Average Duration	Estimated Fair Value	Weighted Average Duration
U.S. Treasury securities	$ 30,310,940	3.90	$ 25,921,016	3.21
Corporate notes	90,114,537	3.98	120,920,783	4.52
Mortgage-backed paydown securities	27,150,535	5.29	31,540,450	2.51
Total debt securities	$ 147,576,012		$ 178,382,249	

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investments - Debt Securities - Continued

The weighted average maturity of mortgage-backed paydown securities is approximately 20.6 years and 18.9 years at September 30, 2022 and 2021, respectively, based upon the contractual due dates of the individual securities. The effective duration for these securities, however is approximately 5.29 years and 2.51 years at September 30, 2022 and 2021, respectively, based upon the estimated times these securities will be outstanding.

Credit risk. **The risk that losses might occur a result of the failure of a security issuer or backer is referred to as credit risk. The Trust's investments policy attempts to mitigate credit risk by limiting investments to the safest types of securities and by diversifying the investment portfolio so that potential losses on individual securities will be minimized.**

The Trust had the following investments and credit ratings with the percent asset allocations at September 30, 2022 and 2021. The credit ratings are those of only one NRSRO.

		Portfolio Asset Allocation	
	Credit Rating	9/30/22	9/30/21
U.S. Treasury notes	TSY	20.5 %	14.5 %
Other governmental agencies and Mortgage-backed paydown securities	AGY	18.4	18.3
Corporate notes	Aaa	1.0	1.1
Corporate notes	Aa1	0.0	1.7
Corporate notes	Aa2	1.2	1.1
Corporate notes	Aa3	6.9	6.9
Corporate notes	A1	11.9	9.6
Corporate notes	A2	13.3	15.8
Corporate notes	A3	7.5	8.2
Corporate notes	Baa1	7.3	9.9
Corporate notes	Baa2	12.0	12.0
Corporate notes	Baa3	0.0	0.6
Corporate notes	Ba1	0.0	0.3

All debt securities purchased by the Trust must meet minimum credit rating requirements at the time of their acquisition. In the event of subsequent ratings downgrades, a security may continue to be held if it is believed that the ultimate repayment of principal and interest is still highly certain. The Trust's investment policy allows for corporate notes that fall outside investment guidelines to be held if management considers repayment to be highly certain.

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investments - Debt Securities - Continued

Custodial credit risk. **The Trust's investment policy pursuant to Section 218.415(18), Florida Statutes requires securities to be held with a third-party custodian; and all securities purchased by, and all collateral obtained by the Trust should be properly designated as an asset of the Trust. The securities must be held in an account separate and apart from the assets of the financial institution. A third-party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida.**

Concentration of credit risk. **Investment policy guidelines are specific to investment types maintained by the Trust. Additionally, within each account type, the Trust limits the amount held in any one investment.**

The Trust's investment policy states that except for U.S. Treasury securities and money market funds, not more than 10% of the assets of the portfolio may be invested in the securities of any single issuer.

As of September 30, 2022 and 2021, the Trust had the following issuer concentrations based on fair value of the five largest individual issuers in the debt securities portfolio aside from direct obligations of the United States government:

	September 30, 2022	
	Estimated Fair Value	Estimated Percent Asset Allocation
Charles Schwab Corp.	$ 3,865,212	2.6 %
Verizon Communications Inc.	2,816,068	1.9
Bank of New York Mellon	2,694,026	1.8
Toyota Motor Credit Corp.	2,439,974	1.7
Proctor & Gamble Co.	2,254,715	1.5
U. S. Treasury securities	30,310,940	20.5
Mortgage-back paydown securities	27,150,535	18.4
Other (combined)	76,044,542	51.6
Total debt securities	$ 147,576,012	100.0 %

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investments - Debt Securities - Continued

	September 30, 2021	
	Estimated Fair Value	Estimated Percent Asset Allocation
Charles Schwab Corp.	$ 4,317,768	2.4 %
Verizon Communications Inc.	3,395,460	1.9
Bank of New York Mellon	3,109,328	1.7
Toyota Motor Credit Corp.	3,068,857	1.7
Apple Inc.	2,974,118	1.7
U. S. Treasury securities	25,921,016	14.5
Mortgage-back paydown securities	31,540,450	17.7
Other (combined)	104,055,252	58.4
Total debt securities	$ 178,382,249	100.0 %

Investments - Equity Securities Portfolio

The following disclosures have been prepared relative to the equity securities included in the equity portfolio of the Trust. While equity securities have a greater volatility than debt securities, the Trust attempts to mitigate the risk assumed by this asset allocation by investing in a well diversified mix of equity securities.

The equity portfolio is limited to publicly traded U.S. common or preferred equity securities listed on major U.S. exchanges, American Depository Receipts of foreign corporations traded on major U.S. exchanges, open ended mutual funds that have a minimum three year track record and total assets under management of at least $250 million, exchange traded funds and money market funds.

Since the Trust allocates a maximum of 20% (plus or minus ten percent) of its investment portfolio to equities and holds approximately sixty equity securities, the Trust limits its exposure to the volatility of any individual equity security.

As of September 30, 2022 and 2021, the Trust's equity securities portfolio was segregated into two portfolios defined in the Trust's investment policy by security type.

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investments - Equity Securities Portfolio - Continued

The cost and fair value of equity securities as of September 30, 2022 and 2021 are shown below:

	September 30, 2022			
	Cost	Fair Value	Gross Unrealized Gains	Gross Unrealized Losses
Equity securities	$ 33,162,003	$ 36,842,689	$ 5,526,650	$ (1,845,964)

	September 30, 2021			
	Cost	Fair Value	Gross Unrealized Gains	Gross Unrealized Losses
Equity securities	$ 36,912,850	$ 52,291,213	$ 15,522,977	$ (144,614)

Foreign Currency Risk

All securities purchased by the Trust must be denominated in U. S. dollars. The Trust has no exposure to foreign currency risk.

Investments - Debt and Equity Securities

Proceeds from sales of investment securities were approximately $10,400,000 and $16,100,000 and during the years ended September 30, 2022 and 2021, respectively. Realized gains and losses of approximately $2,620,000 and $(222,000), respectively, were realized on the sales of investment securities during the year ended September 30, 2022. Realized gains and losses of approximately $3,520,000 and $(40,000), respectively, were realized on the sales of investment securities during the year ended September 30, 2021.

Information pertaining to securities with gross unrealized losses at September 30, 2022 and September 30, 2021, respectively, aggregated by length of time individual securities have been in a continuous loss position, is as follows:

NOTE 3 - CASH AND CASH EQUIVALENTS AND INVESTMENTS - CONTINUED

Investments - Debt and Equity Securities - Continued

	September 30, 2022					
	Less than 12 Months		12 Months or Greater		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
U.S. Treasury securities	$ 30,310,940	$ (2,543,272)	$ -	$ (-)	$ 30,310,940	$ (2,543,272)
Corporate notes	51,736,838	(4,688,745)	34,389,438	(6,879,092)	86,126,276	(11,567,837)
Mortgage-backed paydown securities	21,358,190	(2,189,752)	5,085,869	(886,595)	26,444,059	(3,076,347)
Total debt securities	103,405,968	(9,421,769)	39,475,307	(7,765,687)	142,881,275	(17,187,456)
Equity securities	14,358,319	(1,661,876)	834,863	(184,088)	15,193,182	(1,845,964)
	$ 117,764,287	$ (11,083,645)	$ 40,310,170	$ (7,949,775)	$ 158,074,457	$ (19,033,420)

	September 30, 2021					
	Less than 12 Months		12 Months or Greater		Total	
	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses	Fair Value	Gross Unrealized Losses
U.S. Treasury securities	$ 3,993,906	$ (3,906)	$ -	$ (-)	$ 3,993,906	$ (3,906)
Corporate notes	31,556,302	(631,917)	7,979,683	(267,631)	39,535,985	(899,548)
Mortgage-backed paydown securities	2,308,662	(20,450)	4,881,337	(8,424)	7,189,999	(28,874)
Total debt securities	37,858,870	(656,273)	12,861,020	(276,055)	50,719,890	(932,328)
Equity securities	1,123,164	(77,361)	516,272	(67,253)	1,639,436	(144,614)
	$ 38,982,034	$ (733,634)	$ 13,377,292	$ (343,308)	$ 52,359,326	$ (1,076,942)

The unrealized losses on 148 and 27 debt securities at September 30, 2022 and 2021, respectively, were caused primarily by rising interest rates. The severity of the impairments (ranging from minimal to 23% and minimal to 6%, respectively) is consistent with the general trend in debt securities.

The unrealized losses on 23 and 9 equity securities at September 30, 2022 and 2021, respectively, were caused primarily by normal stock price fluctuations. The severity of the impairments (ranging from 1% to 44% and 1% to 18%, respectively) is consistent with the individual variability of a stock price over a short-term period of time.

The Trust has evaluated the near-term prospects of the issuers in relation to the severity and duration of the above impairments and has intent and ability to hold these investments for a reasonable period of time sufficient for a forecasted recovery of fair value. Further, the Trust has evaluated each issuer and noted no issuer with compelling evidence that any of these losses are permanent. Based on this analysis, the Trust does not consider these investments to be other-than-temporarily impaired at September 30, 2022 and 2021.

NOTE 4 - PREMIUMS RECEIVABLE/MEMBER PREPAYMENTS

Premiums receivable consist primarily of billed installments of policies written as well as additional premium amounts determined due to the Trust as a result of payroll audits. Based upon an analysis of past due receivables, it is management's opinion that no allowance for uncollectible accounts is necessary.

NOTE 5 - EXCESS INSURANCE RECOVERABLES ON PAID AND UNPAID LOSSES

The Trust purchased specific excess insurance to protect against large individual losses. This insurance indemnifies the Trust when paid losses on an individual occurrence exceed the retention level specified in the appropriate contract. The limits and retentions vary by line of business and by policy year.

The largest amount due from a single carrier on paid losses at September 30, 2022 and 2021 is approximately $1,239,000 and $1,972,000, respectively.

There are excess insurance recoverables on unpaid losses of approximately $111,203,000 and $109,472,000 (discounted) as of September 30, 2022 and 2021, respectively. The amounts due were owed by several carriers at both September 30, 2022 and 2021, respectively.

The failure of the excess insurers to honor their obligations could result in losses to the Trust. The Trust evaluates the financial condition of its excess insurers to minimize its exposure to significant losses from excess insurer insolvency. To the extent that excess insurance coverage of the Trust is deemed to be excess insurance under applicable Florida Statutes, any recoverables from an insolvent carrier would likely be paid by the applicable state operated guaranty fund.

The effects of excess insurance on premiums written and earned are as follows:

	Year Ended September 30, 2022		Year Ended September 30, 2021	
	Earned	Written	Earned	Written
Direct	$ 122,567,826	$ 123,509,512	$ 115,208,121	$ 115,884,233
Ceded	55,733,472	58,187,475	51,656,336	52,520,198
Net	$ 66,834,354	$ 65,322,037	$ 63,551,785	$ 63,364,035

NOTE 6 - PREPAID EXPENSES AND OTHER ASSETS

Prepaid expenses and other assets consist of the following at September 30:

	2022	2021
Excess premiums	$ 22,745,693	$ 20,291,690
Administrative fees and other expenses	719,570	794,531
Total	$ 23,465,263	$ 21,086,221

These items will be charged to expenses during the succeeding year.

NOTE 7 - LIABILITY FOR UNPAID LOSSES AND LOSS ADJUSTMENT EXPENSES

The reserves for unpaid losses and loss adjustment expenses are based upon evaluations of the Trust's losses as prepared by the Trust's independent actuary. These evaluations are significant estimates which are subject to change. These changes can be material in relation to the financial statements taken as a whole. These evaluations include an estimated provision for incurred but not reported losses (IBNR) as well as reported losses. The undiscounted IBNR provision totals approximately $110,754,000 and $109,786,000 as of September 30, 2022 and 2021, respectively.

The reserves for unpaid losses and loss adjustment expenses have been discounted for the time value of money. These reserves have been discounted over the estimated payout period of the losses based upon data provided by the independent actuary and utilizing an interest rate of 2% as of September 30, 2022 and 2021, which represents the anticipated investment earnings while the losses are being paid out. The discount totals approximately $13,260,000 and $13,272,000 at September 30, 2022 and 2021, respectively. The change in loss discount was a decrease of approximately $(12,000) for the year ended September 30, 2022 and an increase of approximately $587,000 for the year ended September 30, 2021.

Any change in the estimate of net ultimate incurred losses and loss adjustment expenses as compared to the prior years will result in a direct increase (favorable development) or decrease (unfavorable development) in the current year's net income. Increases or decreases of this nature occur as the result of claim settlements during the current year, and as additional information is received regarding individual claims, causing changes from the original estimates of the cost of these claims. Recent loss development trends are also taken into account in evaluating the overall adequacy of unpaid losses and loss adjustment expenses. In addition, there are no premium adjustments made based on loss development, as there are no retrospectively rated policies.

NOTE 7 - LIABILITY FOR UNPAID LOSSES AND LOSS ADJUSTMENT EXPENSES - CONTINUED

The schedule below presents the changes in claims liabilities for the past three years of the Trust.

	September 30,		
	2022	2021	2020
Unpaid losses and loss adjustment expenses at the beginning of the year	$ 163,516,388	$ 155,604,898	$ 141,920,231
Incurred losses and losses adjustment expenses:			
Provision for insured events of the current fiscal year	58,029,811	64,658,112	62,157,954
Provision for insured events of prior fiscal years	(4,277,870)	(6,381,999)	604,328
Total incurred losses and loss adjustment expenses	53,751,941	58,276,113	62,762,282
Payments:			
Losses and loss adjustment expenses attributable to insured events of the current fiscal year	14,294,196	15,838,909	15,877,820
Losses and loss adjustment expenses attributable to insured events of prior fiscal years	39,826,507	34,525,714	33,199,795
Total payments	54,120,703	50,364,623	49,077,615
Unpaid losses and loss adjustment expenses at the end of the year	$ 163,147,626	$ 163,516,388	$ 155,604,898

NOTE 7 - LIABILITY FOR UNPAID LOSSES AND LOSS ADJUSTMENT EXPENSES - CONTINUED

As noted in Note 1 and Note 5, the Trust has purchased specific excess insurance to protect itself against large losses. The incurred losses of the Trust are net of the effects of recoveries recognized under the excess insurance contracts referred to above. During the years ended September 30, 2022 and 2021, the Trust experienced an increase in the anticipated recoveries recognized from these contracts of $2.9 and $2.4 million, respectively, which has been recorded as a decrease to losses and loss adjustments expenses in the respective years.

The unpaid losses and loss adjustment expenses as of September 30, 2022 will be paid over many years due to the types of coverages written by the Trust. The exact timing of payment of these amounts is unknown and subject to many variables, however the net amount estimated to be paid during 2023 is approximately $43.0 million.

NOTE 8 - ACCOUNTS PAYABLE AND OTHER LIABILITIES

Trust members with a self-insured retention pay for losses and these losses are reimbursed by the Trust. These reimbursements are made by the Trust once all required support is received. As of September 30, 2022 and 2021, the amounts recorded as payable to members for these payments was approximately $3,760,000 and $3,570,000, respectively. These amounts are included in accounts payable and other liabilities.

NOTE 9 - CONTINGENCIES

The Trust has contingencies related to claims services and other contingencies at September 30, 2022 and 2021.

A. *Claims Services*

Preferred Governmental Claim Services (herein after referred to as PGCS) is responsible for providing adjusting services for claims arising during the term of the contract. This includes adjusting services applicable to claims incurred in prior years provided that the contract is still in effect. In the event that the Trust becomes insolvent, PGCS would be required to provide claims adjusting services with respect to all open claims files until such files are closed.

However, in the event that the contract is terminated or not renewed, PGCS has no further obligation to adjust these claims beyond the contract period. Accordingly, the Trust would be liable for costs of adjusting the claims during the runoff period.

NOTE 9 - CONTINGENCIES - CONTINUED

A. *Claims Services - Continued*

The amount of the obligation would be dependent upon a number of factors, including but not limited to the number of open claims upon termination, the severity of open claims, the laws in effect at the time of contract termination, as well as any subsequent changes to the law and the date of contract termination.

As the contract with PGCS has not been terminated as of September 30, 2022 or 2021 and due to the number of variables discussed above, it is not possible to determine the amount of this liability, if any. Accordingly, the accompanying financial statements make no provision for any such costs.

B. *Other*

Various lawsuits against the Trust have arisen in the course of the Trust's business. Contingent liabilities arising from litigation and other matters, not previously detailed, are not considered material in relation to the financial position of the Trust.

NOTE 10 - ADMINISTRATIVE SERVICES AND CLAIM SERVICES AND CERTAIN BROKER AND AGENT COMMISSIONS

The Trust contracts with Public Risk Underwriters (PRU) to provide certain administrative services to the Trust. The Trust incurred expenses under the above referenced contract of $11,916,544 and $11,229,924 for the years ended September 30, 2022 and 2021, respectively, of which $719,570 and $794,531 is prepaid as of September 30, 2022 and 2021, respectively.

The Trust also contracts with PGCS, an affiliate of PRU, to provide claims adjustment services. The Trust incurred expenses under the above referenced contract of $5,218,709 and $4,815,587 for the years ended September 30, 2022 and 2021, respectively, of which $487,929 and $330,115 is payable as of September 30, 2022 and 2021, respectively.

In conjunction with adjusting claims, PGCS utilizes affiliates for certain claims procedures. These amounts are included in the claims expense in the accompanying financial statements. The Trust incurred expenses for these services of approximately $2,515,000 and $2,039,000 for the years ended September 30, 2022 and 2021.

There are various insurance agents that are affiliated with PRU that produce business for the Trust. The Trust incurred commission expenses with these agents of approximately $5,893,000 and $5,817,000 for the years ended September 30, 2022 and 2021, respectively. Substantially all of the amounts referenced above were paid as of September 30, 2022 and 2021.

NOTE 10 - ADMINISTRATIVE SERVICES AND CLAIM SERVICES AND CERTAIN BROKER AND AGENT COMMISSIONS - CONTINUED

The Trust utilizes certain affiliates of PRU to place excess contracts and other insurance products purchased by the Trust. These affiliates receive a commission for the placement of the coverage. The commissions attributable to these contracts totaled approximately $3,005,000 and $2,786,000 for the years ended September 30, 2022 and 2021, respectively. These commissions are included as part of the cost of excess insurance in the accompanying financial statements.

NOTE 11 - CONCENTRATIONS/UNCERTAINTY

The Trust writes select lines of insurance coverage for public entities within the State of Florida only. Approximately 29% of the 368 members represented 75% of member premiums for the year ended September 30, 2022 and 28% of the 370 members represented 73% of member premiums for the year ended September 30, 2021. Any recessionary pressures or other disturbances in this industry could have an adverse effect on the Trust's operations.

The Trust maintains cash in demand deposit accounts with federally insured banks that are also designated by the State of Florida as qualified public depositories. At times, the balances in these accounts may be in excess of federally insured limits and benefit from the collateral protection afforded by Chapter 280 of the Florida statutes.

The Trust's investments are exposed to a variety of uncertainties, including interest rate, market and credit risks. Due to the level of risk associated with certain investments, it is possible that changes in the values of these investments could occur in the near term. Such changes could materially affect the amounts reported in the financial statements of the Trust.

NOTE 12 - RISK MANAGEMENT

The Trust is exposed to various risks of loss. The Trust participates in the property, liability and workers' compensation pools offered by the Trust and carries other commercial insurance.

NOTE 13 - SUBSEQUENT EVENTS

Management considered subsequent events through January 18, 2023, the date the financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

Shores, Tagman, Butler & Company, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying Reconciliation of Claims Liabilities by Line of Business and the Comparative Schedule of Claims Development and Earned Assessments are presented for purposes of additional analysis and are not a required part of the financial statements of the Preferred Governmental Insurance Trust. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Shores, Tagman, Butler & Company, P.A.

January 18, 2023

17 South Magnolia Avenue • Orlando, Florida 32801 • TEL (407) 872-0744 • FAX (407) 872-0889

Preferred Governmental Insurance Trust

Reconciliation of Claims Liabilities by Line of Business

The schedule below presents the changes in claims liabilities for the past two years by major line of businesses (in thousands).

	Year Ended 9/30/2022			Year Ended 9/30/2021		
	Workers' Comp	Other Property & Casualty	Total	Workers' Comp	Other Property & Casualty	Total
Unpaid losses and loss adjustment expenses at the beginning of year	$ 81,848	$ 81,668	$ 163,516	$ 73,666	$ 81,939	$ 155,605
Incurred losses and loss adjustment expenses:						
Provision for insured events of the current fiscal year	28,299	29,731	58,030	35,828	28,830	64,658
Provision for insured events of prior fiscal years	(656)	(3,622)	(4,278)	(7,845)	1,463	(6,382)
Total incurred losses and loss adjustment expenses	27,643	26,109	53,752	27,983	30,293	58,276
Payments:						
Losses and loss adjustment expenses attributable to insured events of the current fiscal year	7,401	6,893	14,294	9,208	6,631	15,839
Losses and loss adjustment expenses attributable to insured events of prior fiscal years	20,286	19,540	39,826	10,593	23,933	34,526
Total payments	27,687	26,433	54,120	19,801	30,564	50,365
Unpaid losses and loss adjustment expenses at the end of year	$ 81,804	$ 81,344	$ 163,148	$ 81,848	$ 81,668	$ 163,516

Preferred Governmental Insurance Trust
COMPARATIVE SCHEDULE OF CLAIMS DEVELOPMENT AND EARNED ASSESSMENTS
For the Period October 1, 2012 through September 30, 2022

Year ending September 30,

	2022	2021	2020	2019	2018	2017	2016	2015	2014	2013
Premiums and investment revenue:										
Earned	$ 122,567,826	$ 115,208,121	$ 112,176,268	$ 110,800,478	$ 108,120,372	$ 104,514,838	$ 96,719,649	$ 92,916,474	$ 92,197,372	$ 87,701,784
Ceded	(55,733,472)	(51,656,336)	(45,511,831)	(39,113,716)	(35,253,987)	(31,459,730)	(30,909,700)	(33,124,606)	(38,869,012)	(44,940,383)
Net earned	66,834,354	63,551,785	66,664,437	71,686,762	72,866,385	73,055,108	65,809,949	59,791,868	53,328,360	42,761,401
Net investment income (loss)	(27,429,409)	12,573,378	14,157,650	14,068,999	5,549,185	5,941,462	4,070,878	5,527,402	4,378,529	3,178,293
Unallocated expenses	27,130,487	25,942,367	25,518,129	25,432,776	25,372,412	24,342,520	21,755,655	20,845,434	20,584,448	20,904,884
Estimated incurred losses and expenses, end of policy year (1):										
Incurred	72,288,002	80,854,232	77,790,619	110,359,037	65,497,011	88,303,213	70,983,664	47,484,855	44,299,013	50,364,530
Ceded	(14,258,191)	(16,196,120)	(15,632,665)	(46,353,610)	(12,226,513)	(29,689,247)	(16,695,100)	(2,971,554)	(7,623,820)	(21,124,297)
Net incurred	58,029,811	64,658,112	62,157,954	64,005,427	53,270,498	58,613,966	54,288,564	44,513,301	36,675,193	29,240,233
Paid (cumulative) as of:										
End of policy year	14,294,196	15,838,909	15,877,820	15,464,357	12,511,430	13,974,075	11,351,283	8,876,651	6,873,787	7,506,242
One year later	-	31,382,480	30,475,007	30,025,552	25,368,470	25,295,124	21,206,906	19,914,172	16,125,646	14,706,425
Two years later	-	-	37,886,023	37,420,144	33,055,983	30,477,937	26,802,530	26,071,073	20,865,478	18,582,949
Three years later	-	-	-	41,141,497	38,976,232	34,992,953	30,847,930	31,269,516	24,810,326	21,759,787
Four years later	-	-	-	-	43,283,382	37,060,104	33,549,831	33,679,172	26,758,537	23,455,767
Five years later	-	-	-	-	-	38,774,287	34,801,438	36,124,487	29,002,571	24,414,322
Six years later	-	-	-	-	-	-	36,465,251	36,532,768	31,369,113	24,946,617
Seven years later	-	-	-	-	-	-	-	37,593,635	31,517,509	24,285,224
Eight years later	-	-	-	-	-	-	-	-	31,999,224	25,148,786
Nine years later	-	-	-	-	-	-	-	-	-	25,292,032
Re-estimated ceded losses and expenses (1)	13,514,472	14,992,584	12,241,248	58,185,114	38,957,723	9,872,320	8,069,522	11,957,155	17,801,411	
Re-estimated net incurred losses: (1)										
End of policy year	58,029,811	64,658,112	62,157,954	64,005,427	53,270,498	58,613,966	54,288,564	44,513,301	36,675,193	29,240,233
One year later	-	62,726,932	60,732,704	62,391,608	54,633,251	55,181,733	49,286,557	46,463,847	39,799,393	28,504,518
Two years later	-	-	60,736,472	59,999,721	56,589,592	52,354,122	47,321,842	46,013,092	39,114,277	27,488,221
Three years later	-	-	-	57,841,742	56,267,909	52,289,560	45,494,922	46,160,390	38,289,513	27,108,260
Four years later	-	-	-	-	55,818,688	51,537,578	46,991,788	46,156,188	37,689,982	27,058,553
Five years later	-	-	-	-	-	49,923,504	45,804,016	46,798,411	37,735,328	26,725,143
Six years later	-	-	-	-	-	-	45,494,922	45,296,954	39,397,011	26,411,169
Seven years later	-	-	-	-	-	-	-	45,019,506	38,766,042	25,422,506
Eight yearrs later	-	-	-	-	-	-	-	-	38,002,626	25,857,700
Nine years later	-	-	-	-	-	-	-	-	-	25,709,924
Increase (decrease) in estimated incurred losses and expenses from end of policy year	$ (1,931,180)	$ (1,421,482)	$ (6,163,685)	$ 2,548,190	$ (8,690,462)	$ (8,793,642)	$ 506,205	$ 1,327,433	$ (3,530,309)	

(1) These amounts have been discounted

Section 8

Brown & Brown Financials

Financial Stability of the Insurer, Self-Insurance Fund or Other Form of Coverage

The Brown & Brown Annual Reports for fiscal years ending December 31, 2022 and 2021 can be found at the following path: **https://investor.bbinsurance.com.** Additional information concerning our secure financial position can be found at www.bbinsurance.com or by request.

With over $3.5 billion of annual revenues, Brown & Brown is a publicly held corporation listed on the NYSE, symbol "BRO". As such, our financial practices are subject to strict controls. Our company is audited by Deloitte & Touche, LLP, an independent registered public accounting firm. Our financial metrics prove our conservative financial strategy of low leverage and strong cash generation.

Additionally, Brown & Brown has a Quality Control division which includes multiple teams of internal auditors. These auditors perform not only financial audits, but also file and Information Technology audits of each office to assure funds, records and client service are performed in accordance with the company's policies and procedures. The results of these audits are made directly to Brown & Brown's Board of Directors.

Brown & Brown INSURANCE®

2022 Annual Report

STAY HUNGRY



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COMMITTED TO Results



Brown & Brown Insurance provides risk management solutions to help protect and preserve what our customers value most. We offer a wide range of innovative insurance solutions and services through our four business segments—Retail, National Programs, Wholesale Brokerage and Services.

With a foundation built on meritocracy, Brown & Brown cultivates a team dedicated to honesty, integrity, innovation, superior capabilities, discipline and always doing what is best for our customers, teammates and communities.

With more than 80 years of proven success, we continue to demonstrate grit, hustle and an entrepreneurial spirit, delivering high-quality solutions and services to our customers and strong results to our shareholders. We are strategically focused on expanding our global footprint, allowing us to grow and thrive in an extremely competitive and constantly changing insurance industry. We remain one of the industry's most powerful and influential leaders.

Key Differentiators

DECENTRALIZED SALES AND SERVICE MODEL
Local teams empowered to make decisions that best support their customers and communities, backed by the powerful solutions, capabilities and carrier relationships of a global industry leader.

FINANCIAL PERFORMANCE
Consistent, industry-leading financial metrics and corresponding performance.

CULTURE
Strong, performance-based culture grounded in grit and focused on expanding our knowledgeable team and capabilities. We are an entrepreneurial meritocracy, providing long-term opportunities and growth for talented leaders and teammates.

COMMUNITY SERVICE
Teammates and offices dedicated to giving back to the communities in which we live and work.

STRATEGIC GROWTH
Expanding our footprint for further growth opportunities, entering international markets and obtaining global talent. We strategically look for acquisitions that fit culturally; bring added, enhanced or complementary capabilities and/or specializations; and that make sense financially for both parties.

BUILT TO LAST

1939
Headquartered in Daytona Beach, Florida

THE POWER OF WE

15K+
Teammates

LOCAL PEOPLE, POWERFUL SOLUTIONS

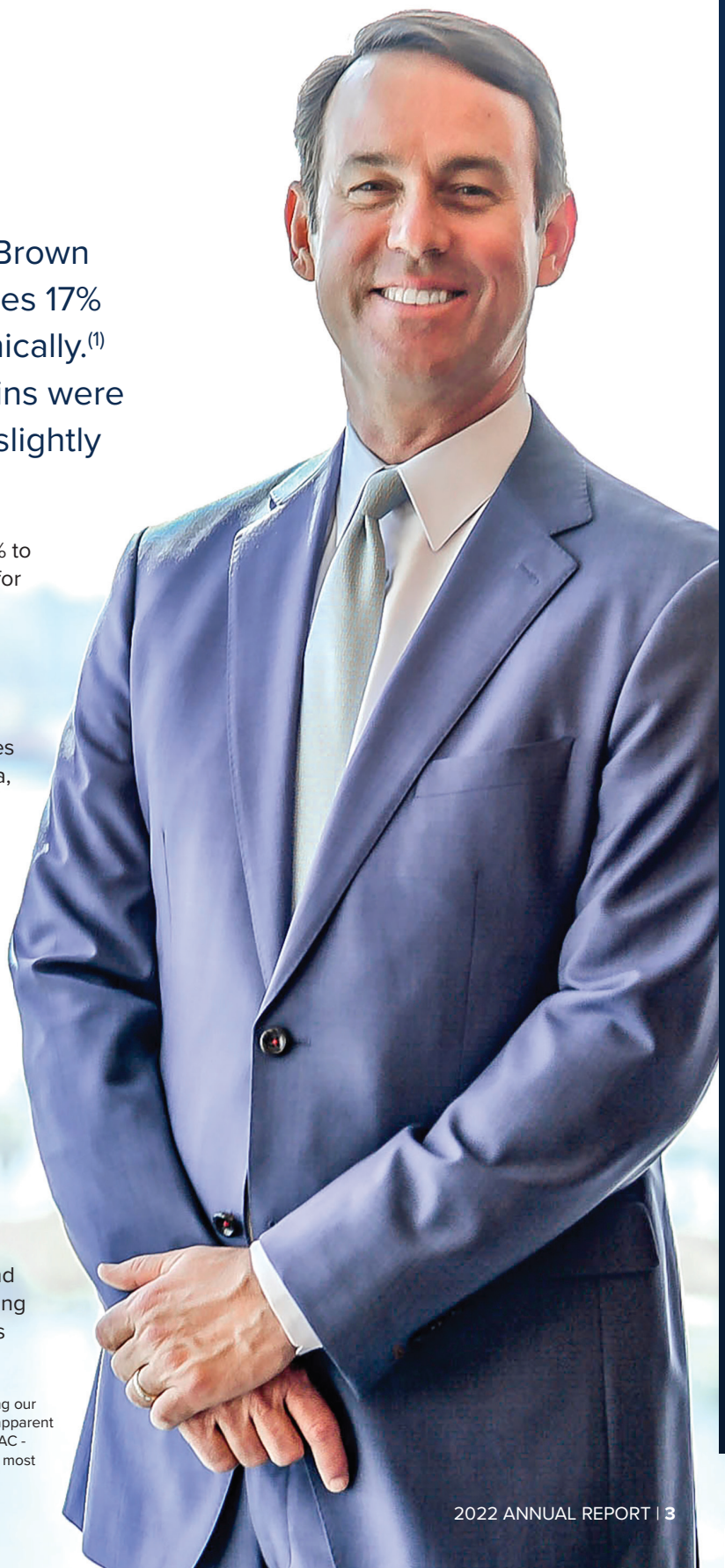
495
Global Locations

OWNERSHIP MINDSET

60+%
of U.S. Teammates are Shareholders

A Forever Company®, The Power of WE®, Culture of Caring®, A Meritocracy® and Built to Last® are registered trademarks of Brown & Brown, Inc. in the United States.

A MESSAGE FROM Our CEO



2022 was a great year for Brown & Brown Insurance. We grew our total revenues 17% overall to $3.6 billion and 8.1% organically.(1) Our industry-leading EBITDAC margins were 32.8% on an adjusted basis,(1) down slightly from the prior year.

Cash flow from operations increased by approximately 9% to $881 million, allowing us to further invest in our business for the long term. We expanded our international footprint in England, Northern Ireland, Ireland, Italy and Belgium with the addition of approximately 130 locations and roughly 2,500 new teammates through the acquisitions of Global Risk Partners ("GRP") and BdB. In our customer-obsessed organization, nothing happens without talented teammates enabled through knowledge sharing, technology and data, and we continue to make great strides in these areas. Fundamentally, it has been and always will be about culture at Brown & Brown—our true differentiator.

We think about our business through the lens of our customers, teammates and carrier partners. This mindset dictates how we invest in our team and capabilities to deliver differentiated solutions for our customers. We completed acquisitions with approximately $435 million of annual revenue in 2022, deploying $1.9 billion of capital for acquisitions, our largest year of acquired revenue. Through these acquisitions, we enhanced existing capabilities, added new ones and entered new market areas. We are well positioned from a capital perspective to remain active in the acquisitions space. As I have shared before, cultural fit continues to be the most important thing we consider when we meet a potential acquisition candidate. We spend a significant amount of time getting to know sellers, learning how they think about not only their teammates, customers

(1) Organic Revenue growth and EBITDAC Margin - Adjusted are non-GAAP financial measures and are referenced to provide additional meaningful methods of evaluating our operating performance from period to period on a basis that may not be otherwise apparent on a GAAP basis. For other information concerning Organic Revenue growth, EBITDAC - Adjusted Post FX and EBITDAC Margin - Adjusted Post FX and reconciliations to the most closely comparable GAAP measures, refer to pages 19–20, 27–29 and 39–41 of this Annual Report.



Increased
Dividends for

29th

Consecutive Year

Grew Revenues to

$3.6B

and Organically (1)

8.1%

> “Honesty, integrity, creativity, collaboration, positive energy and a growth mindset are all part of our culture at Brown & Brown.”
>
> **J. POWELL BROWN**

and carrier partners, but also what makes them tick outside of the office. When we get the cultural fit correct, the financial returns and performance almost always work out well.

Our 15,000 plus teammates, including approximately 3,000 teammates internationally, continue to drive our shared success, with domestic revenues comprising approximately 88% of our total revenue and international revenues representing approximately 12%, once we have a full year of revenues from GRP and BdB as they were acquired in mid-2022. The Brown & Brown team delivered another year of solid organic growth results.

Our team delivered $3.6 billion of revenue with adjusted EBITDAC(1) of approximately $1.2 billion. In the last 10 years, we have grown significantly, with revenues of $1.2 billion and adjusted EBITDAC(1) of $401 million in 2012. We increased dividends for shareholders for the 29th consecutive year and were once again recognized as a Dividend Aristocrat by the S&P Dow Jones Indices.

We invest in our business for the long term and view technology and data as key enablers that will play an essential role in our growth journey. We are focused on improving the holistic customer experience, fueling teammate productivity, enhancing and developing our talented team and generating new solutions for our customers. Our business-aligned technology and data teams operate as critical business partners, offering creative solutions that enable our teammates to deliver more value for our customers. We continue identifying new ways to use key metrics as a differentiator in the marketplace. By harnessing the power of data, we provide better insights for our teammates and develop or enhance existing products. Actionable insights allow us to make more informed decisions that positively impact business outcomes, bring innovative solutions to the market to help solve our customers’ unique, ever-evolving needs and deliver outstanding results for our carrier partners and shareholders.

Honesty, integrity, creativity, collaboration, positive energy and a growth mindset are all part of our culture at Brown & Brown. Our results are directly related to our teammates’ ability to continuously deliver unique, creative solutions for our customers. We focus a great deal of time and resources on hiring, launching and developing our talented teammates. We were pleased to have earned Great Place to Work Certification™ for the fourth straight year. We encourage our team to ask, “How do I get better each year?”, “What do I need from my leader to help me get there?” and “What can we do to help our customers win?” We stress long-term thinking to our teammates and don’t manage our business

(1) Organic Revenue growth and EBITDAC - Adjusted are non-GAAP financial measures and are referenced to provide additional meaningful methods of evaluating our operating performance from period to period on a basis that may not be otherwise apparent on a GAAP basis. For other information concerning Organic Revenue growth and EBITDAC - Adjusted and reconciliations to the most closely comparable GAAP measures, refer to pages 19–20, 27–29 and 39–41 of this Annual Report.

quarter to quarter—instead looking 3, 5, 10 and 15 years out. With internal ownership in our Company of over 20%, our teammates are uniquely aligned with our customers, carrier partners and shareholders to create long-term value. This internal ownership positions us as an industry leader that is Built to Last.

The risk-bearing industry is constantly in flux, and 2022 was particularly active. Prior to the storm season, we heard from a number of large carrier partners that they were focused on reducing volatility and catastrophic exposures. Following the arrival of Hurricanes Ian and Nicole, stand-alone programs, facilities and lines of business that sustained heavy losses are seeing capacity cut back or taken away entirely. This is not the case for Brown & Brown. With our consistently strong underwriting performance, we are stressing to our carriers that a flight to quality (i.e., Brown & Brown) makes good business sense in this economic landscape. As a result, we can provide an opportunity for our carrier partners to put their capacity into our platform of solutions to deliver good growth and returns in 2023.

Since March 2019, we have championed an open dialogue about mental health within Brown & Brown. This August, Barrett and I are riding our bikes in an event in France called the Haute Route. It's seven days and 470 miles through the mountains of France (Megève down to Nice)—60,000 feet of climbing (that's A LOT!). As part of this challenge, we are raising money and awareness for "brain health" (my term for mental health), and all monies raised will go to nonprofits in the areas of research, education and prevention, and treatment. Our goal is to raise over $6 million to support organizations in the United States, Ireland and England. Please visit www.shiftinggears.world to donate to this extremely important cause. Thank you in advance for your support.

We believe along their journey, some companies lose their discipline and become soft. Many of these companies are viewed as heartless and soulless. Brown & Brown is committed to not being like that—we will stay hungry. We view ourselves as a highly competitive athletic team that wants to always have the best players on the field and focuses on doing what is best for our customers, communities, carrier partners and shareholders.

Finally, I want to acknowledge the recent passing of Sam Bell, one of our long-term Board members. Sam joined Brown & Brown—then a privately held company—as a director in the early 1980s. He played an integral role in helping guide us through our transition into a public company in 1993, serving on our Board until 2021 and thereafter as a director emeritus. Sam's contributions to the growth and success of our Company are immeasurable, and we will stay the course to honor our dear friend's legacy.

THIS ANNUAL REPORT IS DEDICATED TO OUR FRIEND AND LONG-TERM DIRECTOR, SAM BELL.



If you are a teammate, thank you for everything you do for our customers every day. You make these results possible. If you are a shareholder, thank you for the confidence you place in us. We are A Forever Company that is committed to driving long-term value for our shareholders. Brown & Brown is different:

1. We have teammates, not employees.
2. We have leaders, not managers.
3. We have an internal ownership culture fueled by the fact that more than 20% of our Company is owned by teammates and directors, resulting in great long-term alignment.

We are looking forward to another successful year in 2023 as we head towards $4 billion in revenue—and beyond.

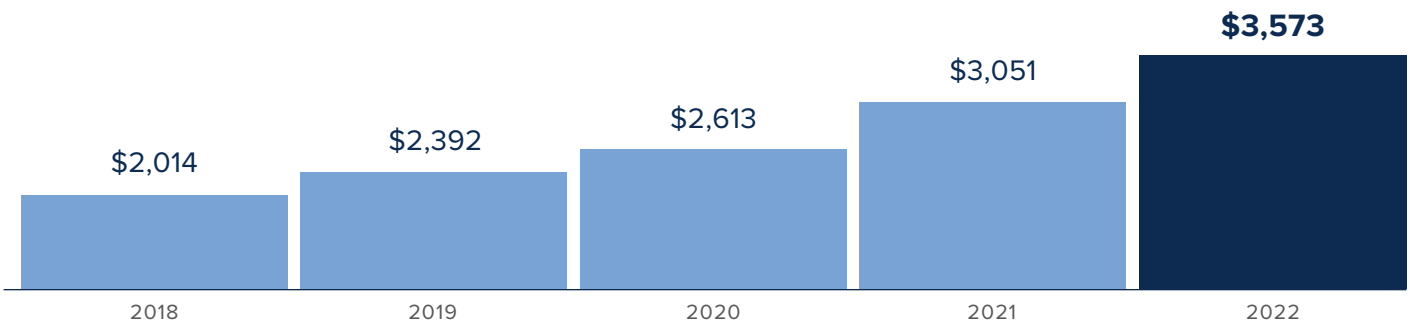
Cheers,

J. POWELL BROWN
PRESIDENT & CHIEF EXECUTIVE OFFICER

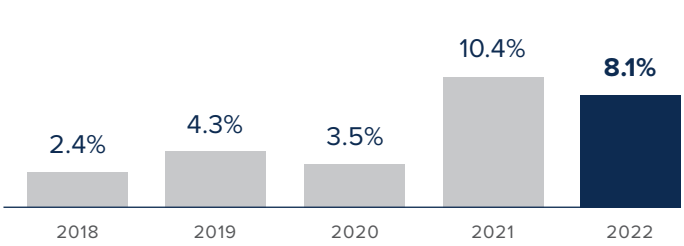
OUR Performance

The ownership mindset of our teammates helps to drive our performance. We strive to provide opportunities for them to have ownership in our company and create personal wealth. More than 60% of our U.S. teammates invest in our Employee Stock Purchase Plan.

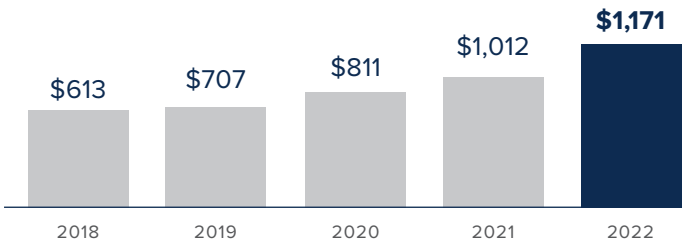
Total Revenues (IN MILLIONS)



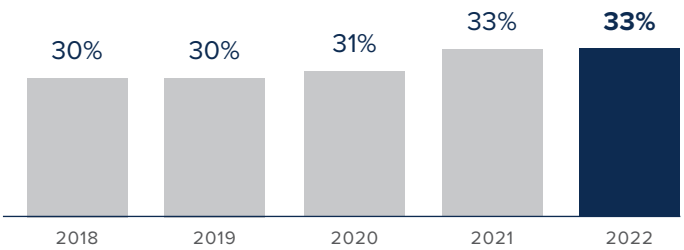
Organic Revenue Growth[1] Rate



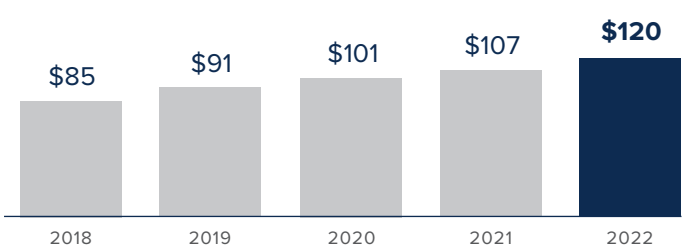
EBITDAC - Adjusted Post FX[1] (IN MILLIONS)



EBITDAC Margin - Adjusted Post FX[1]



Dividends Paid (IN MILLIONS)



(1) Organic Revenue growth, EBITDAC - Adjusted Post FX and EBITDAC Margin - Adjusted Post FX are non-GAAP financial measures and are referenced to provide additional meaningful methods of evaluating our operating performanc from period to period on a basis that may not be otherwise apparent on a GAAP basis. For other information concerning Organic Revenue growth, EBITDAC - Adjusted Post FX and EBITDAC Margin - Adjusted Post FX and reconciliations to the most closely comparable GAAP measures, refer to pages 19–20, 27–29 and 39–41 of this Annual Report.

Uses of Capital

We remain prepared to strategically deploy capital to invest internally, acquire firms and return capital to shareholders while maintaining a conservative debt profile. Our capital management strategy is rooted in the philosophy of investing to optimize returns and minimize debt.

USES OF
Cash

90% ACQUISITIONS
5% DIVIDENDS
3% SHARE REPURCHASES
2% CAPITAL EXPENDITURES

Acquisitions

Our clearly defined growth strategy is characterized by a disciplined focus on acquiring businesses that fit culturally and make sense financially. We remain prepared to deploy our capital when the right opportunities present themselves. We are focused on forever and are always actively looking for like-minded companies to join our winning team, enhance our capabilities, expand our global footprint and grow our business.

$435M Acquired Annual Revenue

30 Strategic Acquisitions

2,800 Talented Teammates Joined Through Acquisitions

Enhancing Our Capabilities

In 2022, we focused on adding enhanced or complementary capabilities and specializations throughout the United States and expanding our presence in international markets. Through these efforts, we welcomed global talent to our team, further diversified the knowledge and experience of our team and drove results for our shareholders and customers—both current and prospective.

With the acquisitions of GRP and BdB, we have seen exponential growth in our overseas markets. In addition, we were proud to have our acquisition of GRP receive the Industry Impact Award by the Insurance Post and be recognized as the Deal of the Year at the UK Broker Awards, further highlighting the importance of our investment in the UK and Irish markets.

Select Acquisitions

Growing Our Team

- BdB Holdings Limited
- CC Flint
- Claim Technologies Incorporated
- First Insurance
- Global Risk Partners Limited
- IGWT, Inc.
- Lonmar Global Risks
- Mid-Coast Insurance Agency, LLC
- Orchid Intermediate Holdings, L.P.
- Smithwick & Mariners Insurance, Inc.
- VistaNational Insurance Group, Inc.

OUR Segments



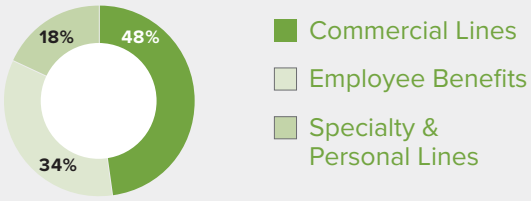
Retail

Delivered Organic Revenue growth[(1)] of 6.5% and EBITDAC Margin - Adjusted[(1)] of 30.9%

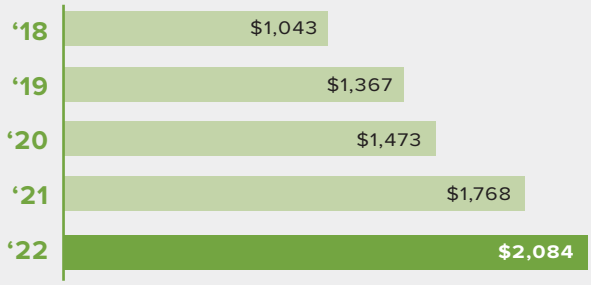
TEAMMATES 9,185

OPERATIONS IN the United States, Bermuda, Cayman Islands, Ireland & the United Kingdom

PERCENT REVENUE BY LINE OF BUSINESS



SEGMENT TOTAL REVENUES (IN MILLIONS)



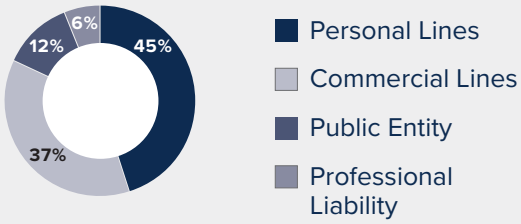
National Programs

Delivered Organic Revenue growth[(1)] of 15.7% and EBITDAC Margin - Adjusted[(1)] of 40.2%.

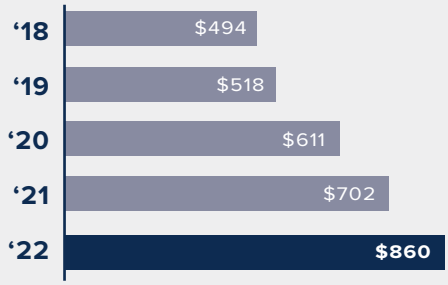
TEAMMATES 3,008

OPERATIONS IN the United States, Canada & the United Kingdom

PERCENT REVENUE BY LINE OF BUSINESS



SEGMENT TOTAL REVENUES (IN MILLIONS)



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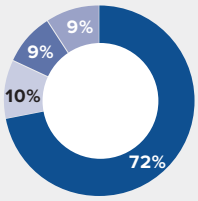
Wholesale Brokerage

Delivered Organic Revenue growth[(1)] of 7.6% and EBITDAC Margin - Adjusted[(1)] of 32.1%.

TEAMMATES 1,687

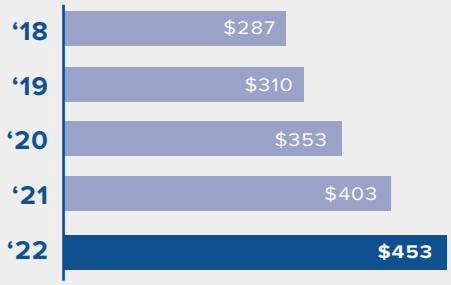
OPERATIONS IN the United States, Belgium, Italy, & the United Kingdom

PERCENT REVENUE BY LINE OF BUSINESS



- Commercial Lines
- Public Entity
- Personal Lines
- Professional Liability

SEGMENT TOTAL REVENUES (IN MILLIONS)



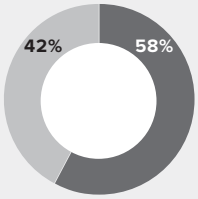
Services

Delivered Organic Revenue growth[(1)] of -2.9% and EBITDAC Margin - Adjusted[(1)] of 19.1%.

TEAMMATES 991

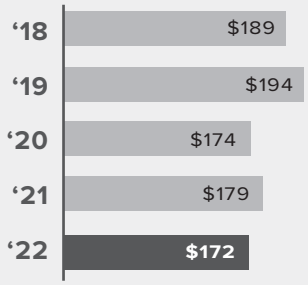
OPERATIONS IN the United States

PERCENT REVENUE BY LINE OF BUSINESS



- Claims Third-Party Administrators (TPAs)
- Medicare Set-Aside/ Social Security Advocacy

SEGMENT TOTAL REVENUES (IN MILLIONS)



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OUR GLOBAL Footprint



Continental United States

342 Locations

Hawaii

3 Locations

Canada

4 Locations

Bermuda

1 Location

Cayman Islands

1 Location



Belgium

1 Location

United Kingdom

132 Locations

Italy

1 Location

Ireland

10 Locations

OUR LEADERSHIP Team

Operating Committee



J. Powell Brown, CPCU
President & Chief Executive Officer

TENURE 27 YEARS



R. Andrew Watts
Executive Vice President,
Chief Financial Officer & Treasurer

TENURE 8 YEARS



Steve M. Boyd
Executive Vice President & President –
Wholesale Brokerage Segment

TENURE 27 YEARS*



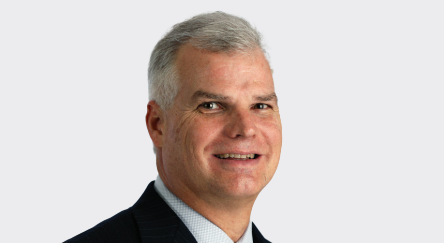
P. Barrett Brown
Executive Vice President & President –
Retail Segment

TENURE 19 YEARS



K. Gray Nester II
Executive Vice President &
Chief Information Officer

TENURE 3 YEARS



J. Scott Penny, CIC
Executive Vice President &
Chief Acquisitions Officer

TENURE 33 YEARS



Julie L. Turpin
Executive Vice President &
Chief People Officer

TENURE 10 YEARS



Chris L. Walker
Executive Vice President & President –
National Programs Segment

TENURE 19 YEARS*

* Tenure includes service with Arrowhead General Insurance Agency, Inc., which we acquired in 2012.

Senior Leadership Team

Anurag Batta
Senior Vice President

Mike Bruce
Senior Vice President

Kathy H. Colangelo, CIC, ASLI
Senior Vice President

John M. Esposito, CIC
Senior Vice President

Joseph S. Failla
Senior Vice President

James C. Hays
Vice Chairman

Michael L. Keeby
Senior Vice President

Richard A. Knudson, CIC
Senior Vice President

Tom Kussurelis, AAI, CPCU, CLU
Senior Vice President

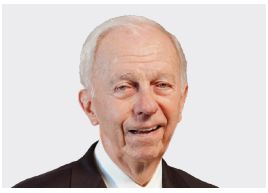
Donald M. McGowan, Jr.
Senior Vice President

Mary G. Raveling, CPCU
Senior Vice President

Paul F. Rogers
Senior Vice President

H. Vaughn Stoll
Senior Vice President &
Director of Acquisitions

Board of Directors



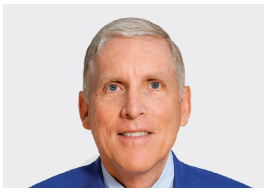
J. Hyatt Brown, CPCU, CLU
Chairman,
Brown & Brown, Inc.



Hugh M. Brown*
Founder and former
President & Chief
Executive Officer,
BAMSI, Inc.



J. Powell Brown, CPCU
President & Chief
Executive Officer,
Brown & Brown, Inc.



Lawrence L. Gellerstedt III
Former Chairman of the
Board & CEO, Cousins
Properties Incorporated



James C. Hays
Vice Chairman,
Brown & Brown, Inc.



Theodore J. Hoepner
Former Vice Chairman,
SunTrust Bank
Holding Company



James S. Hunt
Former Executive Vice
President & Chief Financial
Officer, Walt Disney Parks
and Resorts Worldwide



Toni Jennings
Chairman, Jack Jennings
& Sons; Former
Lieutenant Governor,
State of Florida



Timothy R. M. Main
Head of Investment
Banking EMEA,
Barclays Plc



Jaymin B. Patel
Executive Chairman,
Perennial Climate Inc.



H. Palmer Proctor, Jr.**
Chief Executive Officer/
Director, Ameris Bancorp
& Chief Executive
Officer, Ameris Bank



Wendell S. Reilly
Managing Partner,
Grapevine Partners, LLC



Chilton D. Varner, Esq.
Senior Counsel,
King & Spalding LLP

* Mr. Hugh Brown is not standing for re-election and has been designated as a director emeritus of the Company, effective immediately following the 2023 Annual Meeting of Shareholders.

** Lead Independent Director

ESG Highlights



Brown & Brown is A Forever Company, and we are dedicated to upholding our sustainability responsibilities and positively impacting the well-being of our society. We are focused on the success of our teammates, customers, carrier partners and communities—now and in the future.

Teammate Recruitment, Education & Development

Our ability to continue serving our customers and communities depends on effectively recruiting and developing the most qualified teammates with diverse backgrounds, knowledge and experiences. We believe in supporting and encouraging continued education for our teammates, helping to ensure that our Company remains at the forefront of developing trends in an ever-changing industry. We are committed to investing in our teammates' education and development by:

- Providing opportunities for involvement in our **Diversity, Inclusion & Belonging** initiatives.
- Helping expand teammate networks through our **Peer Partnership Program**.
- Offering benefits through our **Education Assistance Program**.
- Hosting **Small Bites** video series focusing on a wide range of business and personal interest topics.
- Offering on-demand courses within **Brown & Brown University**.

Diversity, Inclusion & Belonging

Over the last year, we have made significant investments to build a strong foundation for our Diversity, Inclusion & Belonging work. These include company-wide leadership training, multi-faceted teammate engagement and a range of talent-related initiatives—all designed to bring our motto, The Power to Be Yourself, to life.

CULTURE OF CARING

Since our beginning, we have believed that a c ommitment to giving back helps build a better organization and positively impacts our teammates, customers and local communities.

DISASTER RELIEF FOUNDATION

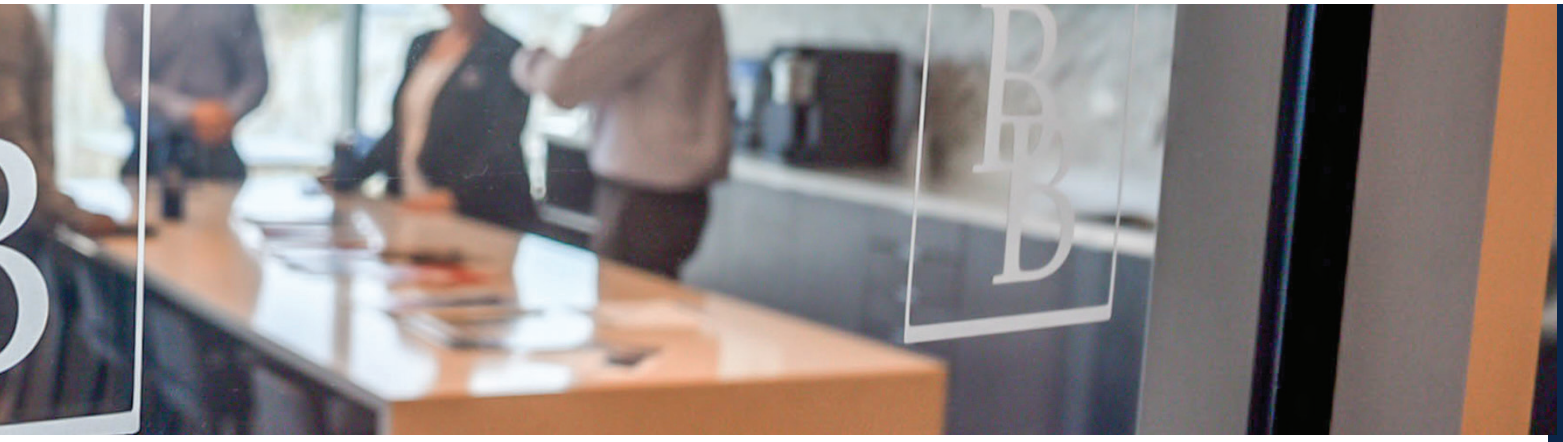
In 2022, we received $260K+ in donations to our Brown & Brown Disaster Relief Foundation and provided financial aid to 65 teammates.

HUMAN CAPITAL

People, performance, service and innovation are the cornerstones of our organization's guiding principles. We believe the knowledge and experience our teammates possess allows us to remain successful as a company.

SOLICITING FEEDBACK

93% of our teammates say Brown & Brown, Inc. is a Great Place to Work®.



Community

With a long-standing history of community service, we are committed to demonstrating our Culture of Caring through business and community relationships. We are proud of our teammates and offices for regularly contributing to local communities.



SAN FRANCISCO, CALIFORNIA



MT. LAUREL, NEW JERSEY



TALLAHASSEE, FLORIDA

Teammate Total Well-Being

At Brown & Brown, our priority has always been our teammates' total well-being, including their physical, emotional, social and financial health and wellness. Happy, healthy teammates provide better support to their families, customers and communities, which results in the shared success of our teams and our Company.

ENVIRONMENT

We are committed to sustainability, minimizing our waste footprint and helping improve our environment. We continuously search for new and innovative ways to support our teammates, help our customers, serve our communities and contribute to the world around us.

HEALTH AND SAFETY

The Company had zero work-related fatalities and 37 injuries or occupational diseases.*

DATA SECURITY

We are committed to continuously investing in technology security initiatives, information technology policies and resources, and regular teammate training to help mitigate the risk of improper access to private information and align with our regulatory environment.

TRAINING AND DEVELOPMENT

Our teammates completed approximately 50K hours of training through Brown & Brown University.

* As determined based on the number of claims made under our workers' compensation policy for our U.S.-based offices, excluding claims that were closed and for which no payment was made.

Disclosure Regarding Forward-Looking Statements

Brown & Brown, Inc., together with its subsidiaries (collectively, "we," "Brown & Brown" or the "Company"), makes "forward-looking statements" within the "safe harbor" provision of the Private Securities Litigation Reform Act of 1995, as amended, throughout this report and in the documents we incorporate by reference into this report. You can identify these statements by forward-looking words such as "may," "will," "should," "expect," "anticipate," "believe," "intend," "estimate," "plan" and "continue" or similar words. We have based these statements on our current expectations about potential future events. Although we believe the expectations expressed in the forward-looking statements included in this Annual Report and the reports, statements, information and announcements incorporated by reference into this report are based upon reasonable assumptions within the bounds of our knowledge of our business, a number of factors could cause actual results to differ materially from those expressed in any forward-looking statements, whether oral or written, made by us or on our behalf. Many of these factors have previously been identified in filings or statements made by us or on our behalf. Important factors which could cause our actual results to differ, possibly materially from the forward-looking statements in this report include but are not limited to the following items, in addition to those matters described in Part I, Item 2 "Management's Discussion and Analysis of Financial Condition and Results of Operations":

- The inability to retain or hire qualified employees, as well as the loss of any of our executive officers or other key employees;
- Acquisition-related risks that could negatively affect the success of our growth strategy, including the possibility that we may not be able to successfully identify suitable acquisition candidates, complete acquisitions, successfully integrate acquired businesses into our operations and expand into new markets;
- A cybersecurity attack or any other interruption in information technology and/or data security that may impact our operations or the operations of third parties that support us;
- Risks related to our international operations, which may result in additional risks or require more management time and expense than our domestic operations to achieve or maintain profitability;
- The effects of inflation;
- The requirement for additional resources and time to adequately respond to dynamics resulting from rapid technological change;
- The loss of or significant change to any of our insurance company relationships, which could result in loss of capacity to write business, additional expense, loss of market share or material decrease in our commissions;
- The effect of natural disasters on our profit-sharing contingent commissions, insurer capacity and claims expenses from our capitalized captive insurance facilities;
- Adverse economic conditions, natural disasters, or regulatory changes in states or countries where we have a concentration of our business;
- The inability to maintain our culture or a significant change in management, management philosophy or our business strategy;
- Claims expense resulting from the limited underwriting risk associated with our participation in capitalized captive insurance facilities;
- Risks associated with our automobile and recreational vehicle dealer services ("F&I") businesses;
- Risks facing us in our Services segment, including our third-party claims administration operations, that are distinct from those we face in our insurance intermediary operations;
- The limitations of our system of disclosure and internal controls and procedures in preventing errors or fraud, or in informing management of all material information in a timely manner;
- The significant control certain shareholders have over the Company;
- Changes in data privacy and protection laws and regulations or any failure to comply with such laws and regulations;
- Improper disclosure of confidential information;
- Our ability to comply with non-U.S. laws, regulations and policies;
- The potential adverse effect of certain actual or potential claims, regulatory actions or proceedings on our businesses, results of operations, financial condition or liquidity;
- Uncertainty in our business practices and compensation arrangements with insurance carriers due to potential changes in regulations;
- Regulatory changes that could reduce our profitability or growth by increasing compliance costs, technology compliance, restricting the products or services we may sell, the markets we may enter, the methods by which we may sell our products and services, or the prices we may charge for our services and the form of compensation we may accept from our customers, carriers and third-parties;
- Increasing scrutiny and changing expectations from investors and customers with respect to our environmental, social and governance practices;
- A decrease in demand for liability insurance as a result of tort reform legislation;
- Our failure to comply with any covenants contained in our debt agreements;
- The possibility that covenants in our debt agreements could prevent us from engaging in certain potentially beneficial activities;
- Changes in the U.S.-based credit markets that might adversely affect our business, results of operations and financial condition;
- Risks associated with the current interest rate environment, and to the extent we use debt to finance our investments, changes in interest rates will affect our cost of capital and net investment income;
- Changes in current U.S. or global economic conditions, including an extended slowdown in the markets in which we operate;
- Disintermediation within the insurance industry, including increased competition from insurance companies, technology companies and the financial services industry, as well as the shift away from traditional insurance markets;
- Conditions that result in reduced insurer capacity;
- Quarterly and annual variations in our commissions that result from the timing of policy renewals and the net effect of new and lost business production;
- Intangible asset risk, including the possibility that our goodwill may become impaired in the future;
- The COVID-19 pandemic ("COVID-19"), as well as future pandemics, epidemics or outbreaks of infectious diseases, and the resulting governmental and societal responses;
- Other risks and uncertainties as may be detailed from time to time in our public announcements and Securities and Exchange Commission ("SEC") filings; and
- Other factors that the Company may not have currently identified or quantified.

Assumptions as to any of the foregoing, and all statements, are not based upon historical fact, but rather reflect our current expectations concerning future results and events. Forward-looking statements that we make or that are made by others on our behalf are based upon a knowledge of our business and the environment in which we operate, but because of the factors listed above, among others, actual results may differ from those in the forward-looking statements. Consequently, these cautionary statements qualify all of the forward-looking statements we make herein. We cannot assure you that the results or developments anticipated by us will be realized or, even if substantially realized, that those results or developments will result in the expected consequences for us or affect us, our business or our operations in the way we expect. We caution readers not to place undue reliance on these forward-looking statements. All forward-looking statements made herein are made only as of the date of this filing, the Company does not undertake any obligation to publicly update or correct any forward-looking statements to reflect events or circumstances that subsequently occur or of which the Company hereafter becomes aware.

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MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND Results of Operations

General

Company Overview

The following discussion should be read in conjunction with our Consolidated Financial Statements and the related Notes to those Financial Statements included elsewhere in this Annual Report. In addition, please see "Information Regarding Non-GAAP Financial Measures" below regarding important information on non-GAAP financial measures contained in our discussion and analysis.

We are a diversified insurance agency, wholesale brokerage, insurance programs and services organization headquartered in Daytona Beach, Florida. As an insurance intermediary, our principal sources of revenue are commissions paid by insurance companies and, to a lesser extent, fees paid directly by customers. Commission revenues generally represent a percentage of the premium paid by an insured and are affected by fluctuations in both premium rate levels charged by insurance companies and the insureds' underlying "insurable exposure units," which are units that insurance companies use to measure or express insurance exposed to risk (such as property values, sales or payroll levels) to determine what premium to charge the insured. Insurance companies establish these premium rates based upon many factors, including loss experience, risk profile and reinsurance rates paid by such insurance companies, none of which we control. We also participate in capitalized captive insurance facilities (the "Captives") for the purpose of having additional capacity to place coverage, drive additional revenues and to participate in underwriting. The Company has traditionally participated in underwriting profits through profit-sharing contingent commissions. These Captives give us another way to deliver incremental revenue growth and continue to participate in underwriting results while limiting exposure to claims expenses. The Captives focus on property insurance for earthquake and wind exposed properties underwritten by certain managing general agents. The Captives limit the Company's exposure to claims expenses either through reinsurance or by only participating in certain tranches of the underwriting.

We have increased revenues every year from 1993 to 2022, with the exception of 2009, when our revenues declined 1.0%. Our revenues grew from $95.6 million in 1993 to $3.6 billion in 2022, reflecting a compound annual growth rate of 13.3%. In the same 29-year period, we increased net income from $8.1 million to $671.8 million in 2022, a 16.5% compound annual growth rate.

The volume of business from new and existing customers, fluctuations in insurable exposure units, changes in premium rate levels, changes in general economic and competitive conditions, a health pandemic or a reduction of purchased limits the occurrence of catastrophic weather events all affect our revenues. For example, higher levels of inflation, an increase the value of insurable exposure units, or a general decline in economic activity, could decrease the value of insurable exposure units. Conversely, increasing costs of litigation settlements and awards could cause some customers to seek higher levels of insurance coverage. Historically, we have grown our revenues as a result of our focus on net new business and acquisitions. We foster a strong, decentralized sales and service culture, which enables responsiveness to changing business conditions and drives accountability for results.

The term "core commissions and fees" excludes profit-sharing contingent commissions, and therefore represents the revenues earned directly from specific insurance policies sold, and specific fee-based services rendered. The net change in core commissions and fees reflects the aggregate changes attributable to: (i) net new and lost accounts; (ii) net changes in our customers' exposure units; (iii) net changes in insurance premium rates or the commission rate paid to us by our carrier partners; (iv) the net change in fees paid to us by our customers; and (v) any businesses acquired or disposed of.

We also earn profit-sharing contingent commissions, which are commissions based primarily on underwriting results, but in select situations may reflect additional considerations for volume, growth and/or retention. These commissions, which are included in our commissions and fees in the Consolidated Statements of Income, are accrued throughout the year based on actual premiums written and are primarily received in the first and second quarters of each subsequent year, based upon the aforementioned considerations for the prior year(s). Over the last three years, profit-sharing contingent commissions have averaged approximately 3.0% of commissions and fees revenue.

Fee revenues primarily relate to services other than securing coverage for our customers, and to a lesser extent as fees negotiated in lieu of commissions. Fee revenues are generated by: (i) our Services segment, which is primarily a fee-based business that provides insurance-related services, including third-party claims administration and comprehensive medical utilization management services in both the workers' compensation and all-lines liability arenas, as well as Medicare Set-aside services, Social Security disability and Medicare benefits advocacy services, and claims adjusting services; (ii) our National Programs and Wholesale Brokerage segments, which earn fees primarily for the issuance of insurance policies on behalf of insurance companies; and (iii) our Retail segment in our large-account customer base, where we primarily earn fees for securing insurance for our customers, and in our automobile dealer services ("F&I") businesses where we earn fees for assisting our customers with creating and selling warranty and service risk management programs. Fee revenues as a percentage of our total commissions and fees, represented 25.8% in 2022 and 27.4% in 2021.

For the year ended December 31, 2022, our commissions and fees growth rate was 16.9% and our consolidated Organic Revenue growth rate was 8.1%.

Historically, investment income has consisted primarily of interest earnings on operating cash and where permitted, on premiums and advance premiums collected and held in a fiduciary capacity before being remitted to insurance companies. Our policy as it relates to the Company's capital is to invest available funds in high-quality, short-term money-market funds and fixed income investment securities. Investment income also includes gains and losses realized from the sale of investments. Other income primarily reflects legal settlements and other revenues.

Income before income taxes for the year ended December 31, 2022 increased by $113.3 million, or 14.9% over 2021, driven by new business and growth from existing customers, acquisitions we completed in the last twelve months and the year-over-year change in estimated acquisition earn-out payables, which were partially offset by incremental operating costs, increased amortization expense as a result of our recent acquisitions along with increased interest expense associated with higher average debt balances from debt issued and bank financing in the first quarter of 2022 to fund the acquisitions of GRP (Jersey) Holdco Limited and its businesses ("GRP"), Orchid Underwriters Agency and CrossCover Insurance Services ("Orchid") and BdB Limited companies ("BdB") as well as increases in the floating-rate benchmark used on our adjustable rate debt and the net change in any gain or loss associated with the sales of businesses or books of business.

Information Regarding Non-GAAP Financial Measures

In the discussion and analysis of our results of operations, in addition to reporting financial results in accordance with generally accepted accounting principles ("GAAP"), we provide references to the following non-GAAP financial measures as defined in Regulation G of the SEC rules: Total Revenues - Adjusted, Organic Revenue, EBITDAC, EBITDAC Margin, EBITDAC - Adjusted and EBITDAC Margin - Adjusted. We present these measures because we believe such information is of interest to the investment community and because we believe it provides additional meaningful methods to evaluate the Company's operating performance from period to period on a basis that may not be otherwise apparent on a GAAP basis due to the impact of certain items that have a high degree of variability and that we believe are not indicative of ongoing performance. This non-GAAP financial information should be considered in addition to, not in lieu of, the Company's consolidated income statements as of the relevant date. Consistent with Regulation G, a description of such information is provided below and tabular reconciliations of this supplemental non-GAAP financial information to our most comparable GAAP information are contained in this Annual Report under "Results of Operations - Segment Information."

We view Organic Revenue and Organic Revenue growth as important indicators when assessing and evaluating our performance on a consolidated basis and for each of our four segments, because they allow us to determine a comparable, but non-GAAP, measurement of revenue growth that is associated with the revenue sources that were a part of our business in both the current and prior year. We also view Total Revenues - Adjusted, EBITDAC, EBITDAC - Adjusted, EBITDAC Margin and EBITDAC Margin - Adjusted as important indicators when assessing and evaluating our performance, as they present more comparable measurements of our operating margins in a meaningful and consistent manner. As disclosed in our most recent proxy statement, we use Organic Revenue and EBITDAC Margin as key performance metrics for our short-term and long-term incentive compensation plans for executive officers and other key employees.

Beginning January 1, 2022, we include guaranteed supplemental commissions ("GSCs") as part of core commissions and fees and, therefore, GSCs are a component of Organic Revenue. All current and prior periods contained within this Annual Report have been adjusted for this treatment. GSCs are a stable source of revenue that are highly correlated to core commissions, so isolating them separately provided no meaningful incremental value in evaluating our revenue.

Beginning January 1, 2022, the following, in addition to the change in estimated acquisition earn-out payables, are excluded from certain non-GAAP measures, as we believe these amounts are not indicative of the ongoing operating performance of the business and are not easily comparable from period-to-period:

"(Gain)/loss on disposal," a caption on our consolidated statements of income which reflects net proceeds received as compared to net book value related to sales of books of business and other divestiture transactions, such as the disposal of a business through sale or closure.

"Acquisition/Integration Costs," which represent the acquisition and integration costs (e.g., costs associated with regulatory filings, legal/accounting services, due diligence and the costs of integrating our information technology systems) arising out of our acquisitions of GRP, Orchid and BdB, which are not expected to occur on an ongoing basis in the future.

The period-over-period impact of foreign currency translation ("Foreign Currency Translation"), which is calculated by applying current-year foreign exchange rates to the various functional currencies in our business to our reporting currency of U.S. dollars for the same period in the prior year.

We are presenting EBITDAC - Adjusted and EBITDAC Margin - Adjusted for the current and prior year periods contained within this Annual Report so these non-GAAP financial measures compare both periods on the same basis.

Non-GAAP Revenue Measures

Total Revenues - Adjusted is our total revenues, excluding the period-over-period impact of Foreign Currency Translation.

Organic Revenue is our core commissions and fees less: (i) the core commissions and fees earned for the first twelve months by newly acquired operations; (ii) divested business (core commissions and fees generated from offices, books of business or niches sold or terminated during the comparable period); (iii) the period-over-period impact of Foreign Currency Translation; and (iv) for the calculation of Organic Revenue in 2018, the impact of our implementation of "Revenue from Contracts with Customers (Topic 606)" and Accounting Standards Codification Topic 340 – Other Assets and Deferred Cost, both of which were adopted by the Company effective on January 1, 2018 (the "New Revenue Standard"). The term "core commissions and fees" excludes profit-sharing contingent commissions and therefore represents the revenues earned directly from specific insurance policies sold and specific fee-based services rendered. Organic Revenue can be expressed as a dollar amount or a percentage rate when describing Organic Revenue growth.

Non-GAAP Earnings Measures

EBITDAC is defined as income before interest, income taxes, depreciation, amortization and the change in estimated acquisition earn-out payables.

EBITDAC Margin is defined as EBITDAC divided by total revenues.

EBITDAC - Adjusted is defined as EBITDAC, excluding (i) (gain)/loss on disposal, (ii) Acquisition/Integration Costs and (iii) the period-over-period impact of Foreign Currency Translation.

EBITDAC Margin - Adjusted is defined as EBITDAC - Adjusted divided by Total Revenues - Adjusted.

Our industry peers may provide similar supplemental non-GAAP information with respect to one or more of these measures, although they may not use the same or comparable terminology and may not make identical adjustments and, therefore, comparability may be limited. This supplemental non-GAAP financial information should be considered in addition to, and not in lieu of, the Company's Consolidated Financial Statements.

Acquisitions

Part of our business strategy is to attract high-quality insurance intermediaries and service organizations to join our operations. From 1993 through the fourth quarter of 2022, we acquired 610 insurance intermediary operations.

Critical Accounting Policies

Our Consolidated Financial Statements are prepared in accordance with GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses. We continually evaluate our estimates, which are based upon a combination of historical experience and assumptions that we believe to be reasonable under the circumstances. These estimates form the basis for our judgments about the recognition of revenues, expenses, carrying values of our assets and liabilities, of which values are not readily apparent from other sources. Actual results may differ from these estimates.

We believe that of our significant accounting and reporting policies, the more critical policies include our accounting for revenue recognition, business combinations and purchase price allocations, intangible asset impairments, non-cash stock-based compensation and reserves for litigation. In particular, the accounting for these areas is subject to uncertainty because it requires significant use of judgment to be made by management. Different assumptions in the application of these policies could result in material changes in our consolidated financial position or consolidated results of operations.

Revenue Recognition

The majority of our revenue is commissions derived from our performance as agents and brokers, acting on behalf of insurance carriers to sell products to customers that are seeking to transfer risk, and conversely, acting on behalf of those customers in negotiating with insurance carriers seeking to acquire risk in exchange for premiums. In the majority of these arrangements, our performance obligation is complete upon the effective date of the bound policy, as such, that is when the associated revenue is recognized. In some arrangements, where we are compensated through commissions, we also perform other services for our customer beyond binding of coverage. In those arrangements we apportion the commission between binding of coverage and other services based on their relative fair value and recognize the associated revenue as those performance obligations are satisfied. Where the Company's performance obligations have been completed, but the final amount of compensation is unknown due to variable factors, we estimate the amount of such compensation. We refine those estimates upon our receipt of additional information or final settlement, whichever occurs first.

To a lesser extent, the Company earns revenues in the form of fees. Like commissions, fees paid to us in lieu of commission, are recognized upon the effective date of the bound policy. When we are paid a fee for service, however, the associated revenue is recognized over a period of time that coincides with when the customer simultaneously receives and consumes the benefit of our work, which characterizes most of our claims processing arrangements and various services performed in our property and casualty, and employee benefits practices. Other fees are typically recognized upon the completion of the delivery of the agreed-upon services to the customer.

To a much lesser extent, the Company earned revenues starting in 2022 in the form of net retained earned premiums in connection with the Captives. These premiums are reported net of the ceded premiums for reinsurance and recognized evenly over the associated policy periods.

Management determines a policy cancellation reserve based upon historical cancellation experience adjusted in accordance with known circumstances.

Please see Note 2 "Revenues" in the "Notes to Consolidated Financial Statements" for additional information regarding the nature and timing of our revenues.

Business Combinations and Purchase Price Allocations

We have acquired significant intangible assets through acquisitions of businesses. These assets generally consist of purchased customer accounts, non-compete agreements, and the excess of purchase prices over the fair value of identifiable net assets acquired (goodwill). The determination of estimated useful lives and the allocation of purchase price to intangible assets requires significant judgment and affects the amount of future amortization and possible impairment charges.

In connection with acquisitions, we record the estimated value of the net tangible assets purchased and the value of the identifiable intangible assets purchased, which typically consist of purchased customer accounts and non-compete agreements. Purchased customer accounts include the right to represent insureds or claimants supported by the physical records and files obtained from acquired businesses that contain information about insurance policies, customers and other matters essential to policy renewals of delivery of services. Their value primarily represents the present value of the underlying cash flows expected to be received over the estimated future duration of the acquired customer relationships. The valuation of purchased customer accounts involves significant estimates and assumptions concerning matters such as cancellation frequency, expenses and discount rates. Any change in these assumptions could affect the carrying value of purchased customer accounts. Non-compete agreements are valued based upon their duration and any unique features of the particular agreements. Purchased customer accounts and non-compete agreements are amortized on a straight-line basis over the related estimated lives and contract periods, which typically range from 3 to 15 years. The excess of the purchase price of an acquisition over the fair value of the identifiable tangible and intangible assets is assigned to goodwill and is not amortized.

The recorded purchase prices for all acquisitions include an estimation of the fair value of liabilities associated with any potential earn-out provisions, where an earn-out is part of the negotiated transaction. Subsequent changes in the fair value of earn-out obligations are recorded in the Consolidated Statement of Income as a result of updated expectations for the performance of the associated business.

The fair value of earn-out obligations is based upon the present value of the expected future payments to be made to the sellers of the acquired businesses in accordance with the provisions contained in the respective purchase agreements. In determining fair value, the acquired business's future performance is estimated using financial projections developed by management for the acquired business, and this estimate reflects market participant assumptions regarding revenue growth and/or profitability. The expected future payments are estimated based on the earn-out formula and performance targets specified in each purchase agreement compared to the associated financial projections. These estimates are then discounted to a present value using a risk-adjusted rate that takes into consideration the likelihood that the forecast earn-out payments will be made.

Intangible Assets Impairment

Goodwill is subject to at least an annual assessment for impairment, measured by a fair-value-based test. Amortizable intangible assets are amortized over their useful lives and are subject to an impairment review based upon an estimate of the undiscounted future cash flows resulting from the use of the assets. To determine if there is potential impairment of goodwill, we compare the fair value of each reporting unit with its carrying value. The Company may elect to first perform a qualitative assessment to determine whether it is more likely than not that a reporting unit is impaired. If the Company does not perform a qualitative assessment, or as a result of the qualitative assessment, it is not determined that the fair value of the reporting unit more likely than not exceeds the carrying amount, the Company will calculate the fair value of the reporting unit for comparison against the carrying value. If the fair value of the reporting unit is less than its carrying value, an impairment loss would be recorded to the extent that the fair value of the goodwill within the reporting unit is less than its carrying value. Fair value is estimated based upon multiples of EBITDAC, or on a discounted cash flow basis.

Management assesses the recoverability of our goodwill and our amortizable intangibles and other long-lived assets annually and whenever events or changes in circumstances indicate that the carrying value of such assets may not be recoverable. Any of the following factors, if present, may trigger an impairment review: (i) a significant underperformance relative to historical or projected future operating results, (ii) a significant negative industry or economic trend, and (iii) a significant decline in our market capitalization. If the recoverability of these assets is unlikely because of the existence of one or more of the above-referenced factors, an impairment analysis is performed. Management must make assumptions regarding estimated future cash flows and other factors to determine the fair value of these assets. If these estimates or related assumptions change in the future, we may be required to revise the assessment and, if appropriate, record an impairment charge. We completed our most recent evaluation of impairment for goodwill as of November 30, 2022 and determined that the fair value of goodwill exceeded the carrying value of such assets. Additionally, there have been no impairments recorded for amortizable intangible assets for the years ended December 31, 2022 and 2021.

Non-Cash Stock-Based Compensation

We grant non-vested stock awards to our employees, with the related compensation expense recognized in the financial statements over the associated service period based upon the grant-date fair value of those awards, subject to any performance modification. During the performance measurement period, we review the probable outcome of the performance conditions associated with our performance awards and adjust the expense recognition accruals with the expected performance outcome.

During the first quarter of 2021, the performance conditions for approximately 1.2 million shares of the Company's common stock granted under the Company's 2010 SIP and approximately 22,000 shares of the Company's common stock granted under the Company's 2019 SIP were determined by the Compensation Committee to have been satisfied relative to the performance-based grants issued in 2018 and 2020. These grants had a performance measurement period that concluded on December 31, 2020. The vesting condition for these grants requires continuous employment for a period of up to five years from the 2018 grant date and four years from the 2020 grant date in order for the awarded shares to become fully vested and nonforfeitable. As a result of the awarding of these shares, the grantees will be eligible to receive payments of dividends and exercise voting privileges. The awarded shares will be included as issued and outstanding common stock shares and included in the calculation of basic and diluted net income per share.

During the first quarter of 2022, the performance conditions for approximately 1.3 million shares of the Company's common stock granted under the Company's 2010 SIP and approximately 22,000 shares of the Company's common stock granted under the Company's 2019 SIP were determined by the Compensation Committee to have been satisfied relative to the performance-based grants issued in 2019 and 2021. These grants had a performance measurement period that concluded on December 31, 2021. The vesting condition for these grants requires continuous employment for a period of up to five years from the 2019 grant date and four years from the 2021 grant date in order for the awarded shares to become fully vested and nonforfeitable. As a result of the awarding of these shares, the grantees will be eligible to receive payments of dividends and exercise voting privileges. The awarded shares will be included as issued and outstanding common stock shares and included in the calculation of basic and diluted net income per share.

During the first quarter of 2023, the performance conditions for approximately 970,000 shares of the Company's common stock granted under the under the Company's 2019 SIP were determined by the Compensation Committee to have been satisfied relative to the performance-based grants issued in 2020 and 2022. These grants had a performance measurement period that concluded on December 31, 2022. The vesting condition for these grants requires continuous employment for a period of up to five years from the 2020 grant date and four years from the 2022 grant date in order for the awarded shares to become fully vested and nonforfeitable. As a result of the awarding of these shares, the grantees will be eligible to receive payments of dividends and exercise voting privileges. The awarded shares will be included as issued and outstanding common stock shares and included in the calculation of basic and diluted net income per share.

Litigation and Claims

We are subject to numerous litigation claims that arise in the ordinary course of business. If it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss is estimable, an accrual for the costs to resolve these claims is recorded in accrued expenses in the accompanying Consolidated Financial Statements. Professional fees related to these claims are included in other operating expenses in the accompanying Consolidated Statement of Income as incurred. Management, with the assistance of in-house and outside counsel, determines whether it is probable that a liability has been incurred and estimates the amount of loss based upon analysis of individual issues. New developments or changes in settlement strategy in dealing with these matters may significantly affect the required reserves and affect our net income.

RESULTS OF OPERATIONS FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

The following discussion and analysis regarding results of operations and liquidity and capital resources should be considered in conjunction with the accompanying Consolidated Financial Statements and related Notes. For a comparison of our results of operations and liquidity and capital resources for the years ended December 31, 2021 and 2020, please see Part II, Item 7 of our Annual Report filed with the Securities and Exchange Commission on February 22, 2022.

Financial information relating to our Consolidated Financial Results is as follows:

(in millions, except percentages)	2022	% Change	2021
Revenues			
Core commissions and fees	$3,474.5	17.2%	$2,965.3
Profit-sharing contingent commissions	88.7	7.9%	82.2
Investment income	6.5	NMF	1.1
Other income, net	3.7	32.1%	2.8
Total Revenues	3,573.4	17.1%	3,051.4
Expenses			
Employee compensation and benefits	1,816.9	11.0%	1,636.9
Other operating expenses	596.8	48.1%	403.0
(Gain)/loss on disposal	(4.5)	(53.1)%	(9.6)
Amortization	146.6	22.6%	119.6
Depreciation	39.2	17.7%	33.3
Interest	141.2	117.2%	65.0
Change in estimated acquisition earn-out payables	(38.9)	(196.3)%	40.4
Total Expenses	2,697.3	17.9%	2,288.6
Income before income taxes	876.1	14.9%	762.8
Income taxes	204.3	16.3%	175.7
Net Income	**$671.8**	**14.4%**	**$587.1**
Income Before Income Taxes Margin [1]	24.5%		25.0%
EBITDAC - Adjusted [2]	$1,170.9	15.9%	$1,010.1
EBITDAC Margin - Adjusted [2]	32.8%		33.2%
Organic Revenue growth rate [2]	8.1%		10.4%
Employee compensation and benefits relative to total revenues	50.8%		53.6%
Other operating expenses relative to total revenues	16.7%		13.2%
Capital expenditures	$52.6	16.9%	$45.0
Total Assets At December 31	$13,973.5	42.7%	$9,795.4

(1) "Income Before Income Taxes Margin" is defined as income before income taxes divided by total revenues

(2) A non-GAAP financial measure

NMF = Not a meaningful figure

Commissions and Fees

Commissions and fees, including profit-sharing contingent commissions for 2022, increased $515.7 million to $3,563.2 million, or 16.9% over 2021. Core commissions and fees in 2022 increased $509.2 million, composed of (i) $239.9 million of net new and renewal business, which reflects an Organic Revenue growth rate of 8.1%; (ii) $288.6 million from acquisitions that had no comparable revenues in the same period of 2021; (iii) an offsetting decrease from the impact of foreign currency translation of $4.5 million; and (iv) an offsetting decrease of $14.8 million related to commissions and fees revenue from business divested in the preceding twelve months. Profit-sharing contingent commissions for 2022 increased by $6.5 million, or 7.9%, compared to the same period in 2021. This increase was the result of recent acquisitions and qualifying for certain profit-sharing contingent commissions in 2022 that we did not qualify for in the prior year, partially offset by reduced profit-sharing contingent commissions relating to the impacts from the estimated insured property losses associated with Hurricane Ian.

Investment Income

Investment income for 2022 was $6.5 million, compared with $1.1 million in 2021. The increase was primarily driven by higher average interest rates compared to 2021.

Other Income, Net

Other income for 2022 was $3.7 million, compared with $2.8 million in 2021.

Employee Compensation and Benefits

Employee compensation and benefits expense as a percentage of total revenues was 50.8% for the year ended December 31, 2022 as compared to 53.6% for the year ended December 31, 2021, and increased 11.0%, or $180.0 million. This increase included $128.6 million of compensation costs related to stand-alone acquisitions that had no comparable costs in the same period of 2021. Therefore, employee compensation and benefits expense attributable to those offices that existed in the same time periods of 2022 and 2021 increased by $51.4 million or 3.2%. This underlying employee compensation and benefits expense increase was primarily related to: (i) increased claims associated with our self-insured employee health plan; (ii) an increase in salaries attributable to inflation; (iii) an increase in producer compensation associated with revenue growth; partially offset by (iv) the year-over-year decrease of approximately $36.6 million in the value of deferred compensation liabilities driven by changes in the market prices of our employees' investment elections associated with our deferred compensation plan, which was substantially offset within other operating expenses as we hold assets to fund these liabilities that closely match the investment elections of our employees.

Other Operating Expenses

Other operating expenses represented 16.7% of total revenues for 2022 as compared to 13.2% for the year ended December 31, 2021. Other operating expenses for 2022 increased $193.8 million, or 48.1%, from the same period of 2021. The net increase included: (i) $73.7 million of other operating expenses related to stand-alone acquisitions that had no comparable costs in the same period of 2021; (ii) increased variable costs with travel and entertainment being the largest driver; (iii) acquisition and integration costs associated with the acquisitions of Orchid, GRP, and BdB, and; (iv) the year-over-year increase of approximately $36.6 million in the value of assets held to fund the associated liabilities within our deferred compensation plan, which was substantially offset within employee compensation and benefits as noted above.

Gain or Loss on Disposal

The Company recognized net gains on disposals of $4.5 million in 2022 and $9.6 million in 2021. The gains on disposal were due to activity associated with sales of businesses or book of business. Although we do not routinely sell businesses or customer accounts, we periodically sell an office or a book of business (one or more customer accounts) that we believe does not produce reasonable margins or demonstrate a potential for growth, or because doing so is in the Company's best interest.

Amortization

Amortization expense for 2022 increased $27.0 million to $146.6 million, or 22.6% over 2021. This increase reflects the amortization of new intangibles from businesses acquired within the past twelve months, partially offset by certain intangible assets becoming fully amortized.

Depreciation

Depreciation expense for 2022 increased $5.9 million to $39.2 million, or 17.7% over 2021. Changes in depreciation expense reflect the addition of fixed assets resulting from business initiatives, net additions of fixed assets resulting from businesses acquired in the past twelve months, partially offset by fixed assets which became fully depreciated.

Interest Expense

Interest expense for 2022 increased $76.2 million to $141.2 million, or 117.2%, from 2021. The increase is due to higher average debt balances resulting from debt issuance and bank financing in the first quarter of 2022 to fund the acquisitions of Orchid, GRP, and BdB, as well as increases in the floating rate benchmark used on our adjustable-rate debt.

Change in Estimated Acquisition Earn-Out Payables

Accounting Standards Codification ("ASC") Topic 805-Business Combinations is the authoritative guidance requiring an acquirer to recognize 100% of the fair value of acquired assets, including goodwill and assumed liabilities (with only limited exceptions) upon initially obtaining control of an acquired entity. Additionally, the fair value of contingent consideration arrangements (such as earn-out purchase price arrangements) at the acquisition date must be included in the purchase price consideration. The recorded purchase price for acquisitions includes an estimation of the fair value of liabilities associated with any potential earn-out provisions. Subsequent changes in these earn-out obligations are required to be recorded in the Consolidated Statement of Income when incurred or reasonably estimated. Estimations of potential earn-out obligations are typically based upon future earnings of the acquired operations or entities, usually for periods ranging from one to three years.

The net charge or credit to the Consolidated Statements of Income for the period is the combination of the net change in the estimated acquisition earn-out payables balance, and the interest expense imputed on the outstanding balance of the estimated acquisition earn-out payables.

As of December 31, 2022, the fair values of the estimated acquisition earn-out payables were reevaluated and measured at fair value on a recurring basis using unobservable inputs (Level 3) as defined in ASC 820-Fair Value Measurement. The resulting net changes, as well as the interest expense accretion on the estimated acquisition earn-out payables, for the years ended December 31, 2022 and 2021 were as follows:

(in millions)	2022	2021
Change in fair value of estimated acquisition earn-out payables	($45.9)	$34.2
Interest expense accretion	7.0	6.2
Net change in earnings from estimated acquisition earn-out payables	($38.9)	$40.4

For the years ended December 31, 2022 and 2021, the fair value of estimated earn-out payables was reevaluated and decreased by $45.9 million for 2022 and increased by $34.2 million for 2021, which are credits and charges respectively, exclusive of interest expense accretion, to the Consolidated Statements of Income for 2022 and 2021.

As of December 31, 2022, the estimated acquisition earn-out payables equaled $251.6 million, of which $119.3 million was recorded as accounts payable and $132.3 million was recorded as other non-current liabilities. As of December 31, 2021, the estimated acquisition earn-out payables equaled $291.0 million, of which $78.4 million was recorded as accounts payable and $212.6 million was recorded as other non-current liabilities.

Income Taxes

The effective tax rate on income from operations was 23.3% in 2022 and 23.0% in 2021.

RESULTS OF OPERATIONS — SEGMENT INFORMATION

As discussed in Note 16 "Segment Information" of the Notes to Consolidated Financial Statements, we operate four reportable segments: Retail, National Programs, Wholesale Brokerage and Services. On a segmented basis, changes in amortization, depreciation and interest expenses generally result from activity associated with acquisitions. Likewise, other revenues in each segment reflects net gains primarily from legal settlements and miscellaneous income. As such, in evaluating the operational efficiency of a segment, management focuses on the Organic Revenue growth rate and EBITDAC margin.

The reconciliation of total commissions and fees included in the Consolidated Statements of Income to Organic Revenue, a non-GAAP financial measure, including by segment, and the growth rates for Organic Revenue for the year ended December 31, 2022 are as follows:

2022 *(in millions, except percentages)*	**Retail** [1]		**National Programs**		**Wholesale Brokerage**		**Services**		**Total**	
	2022	**2021**	**2022**	**2021**	**2022**	**2021**	**2022**	**2021**	**2022**	**2021**
Commissions and fees	$2,080.4	$1,764.9	$858.1	$701.1	$452.8	$402.6	$171.9	$178.9	$3,563.2	$3,047.5
Total change	$315.5		$157.0		$50.2		($7.0)		$515.7	
Total growth %	17.9%		22.4%		12.5%		(3.9)%		16.9%	
Profit-sharing contingent commissions	(48.8)	(38.9)	(27.6)	(35.3)	(12.3)	(8.0)	—	—	(88.7)	(82.2)
Core commissions and fees	$2,031.6	$1,726.0	$830.5	$665.8	$440.5	$394.6	$171.9	$178.9	$3,474.5	$2,965.3
Acquisitions	(205.1)	—	(64.9)	—	(18.6)	—	—	—	(288.6)	—
Dispositions	—	(7.2)	—	(3.3)	—	(2.4)	—	(1.9)	—	(14.8)
Foreign currency translation	—	(3.9)	—	(0.6)	—	—	—	—	—	(4.5)
Organic Revenue [2]	$1,826.5	$1,714.9	$765.6	$661.9	$421.9	$392.2	$171.9	$177.0	$3,185.9	$2,946.0
Organic Revenue growth [2]	$111.6		$103.7		$29.7		($5.1)		$239.9	
Organic Revenue growth rate [2]	6.5%		15.7%		7.6%		(2.9)%		8.1%	

(1) The Retail segment includes commissions and fees reported in the "Other" column of the Segment Information table in Note 16 of the Notes to the Consolidated Financial Statements, which includes corporate and consolidation items.

(2) A non-GAAP financial measure.

The reconciliation of total commissions and fees included in the Consolidated Statements of Income to Organic Revenue, a non-GAAP financial measure, including by segment, and the growth rates for Organic Revenue for the year ended December 31, 2021, by segment, are as follows:

2021 *(in millions, except percentages)*	Retail [1]		National Programs		Wholesale Brokerage		Services		Total	
	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020
Commissions and fees	$1,764.9	$1,470.1	$701.1	609.8	$402.6	$352.2	$178.9	$174.0	$3,047.5	$2,606.1
Total change	$294.8		$91.3		$50.4		$4.9		$441.4	
Total growth %	20.1%		15.0%		14.3%		2.8%		16.9%	
Profit-sharing contingent commissions	(38.9)	(35.8)	(35.3)	(27.3)	(8.0)	(7.9)	—	—	(82.2)	(71.0)
Core commissions and fees	$1,726.0	$1,434.3	$665.8	$582.5	$394.6	$344.3	$178.9	$174.0	$2,965.3	$2,535.1
Acquisitions	(139.0)	—	(8.2)	—	(23.0)	—	—	—	(170.2)	—
Dispositions	—	(4.4)	—	(0.5)	—	—	—	(0.4)	—	(5.3)
Foreign currency translation	—	—	—	1.2	—	—	—	—	—	1.2
Organic Revenue [2]	$1,587.0	$1,429.9	$657.6	$583.2	$371.6	$344.3	$178.9	$173.6	$2,795.1	$2,531.0
Organic Revenue growth [2]	$157.1		$74.4		$27.3		$5.3		$264.1	
Organic Revenue growth rate [2]	11.0%		12.8%		7.9%		3.1%		10.4%	

(1) The Retail segment includes commissions and fees reported in the "Other" column of the Segment Information table in Note 16 of the Notes to the Consolidated Financial Statements, which includes corporate and consolidation items.

(2) A non-GAAP financial measure.

The reconciliation of Total Revenues to Total Revenues - Adjusted, a non-GAAP measure, income before incomes taxes, included in the Consolidated Statement of Income, to EBITDAC, a non-GAAP measure, and EBITDAC - Adjusted, a non-GAAP measure, and Income Before Income Taxes Margin to EBITDAC Margin, a non-GAAP measure, and EBITDAC Margin - Adjusted, a non-GAAP measure, including by segment, for the year ended December 31, 2022, is as follows:

(in millions)	Retail	National Programs	Wholesale Brokerage	Services	Other	Total
Total Revenues	$2,084.3	$859.5	$453.4	$171.9	$4.3	$3,573.4
Total Revenues - Adjusted [2]	2,084.3	859.5	453.4	171.9	4.3	3,573.4
Income before income taxes	466.7	271.1	117.7	24.1	(3.5)	876.1
Income Before Income Taxes Margin [1]	22.4%	31.5%	26.0%	14.0%	NMF	24.5%
Amortization	96.7	35.4	9.4	5.1	—	146.6
Depreciation	12.8	15.3	2.7	1.6	6.8	39.2
Interest	94.3	33.0	12.9	2.1	(1.1)	141.2
Change in estimated acquisition earn-out payables	(26.3)	(10.9)	(1.7)	—	—	(38.9)
EBITDAC [2]	$644.2	$343.9	$141.0	$32.9	$2.2	$1,164.2
EBITDAC Margin [2]	30.9%	40.0%	31.1%	19.1%	NMF	32.6%
(Gain)/loss on disposal	(8.4)	0.8	3.1	—	—	(4.5)
Acquisition/Integration Costs	7.6	0.5	1.5	—	1.6	11.2
EBITDAC - Adjusted [2]	$643.4	$345.2	$145.6	$32.9	$3.8	$1,170.9
EBITDAC Margin - Adjusted [2]	30.9%	40.2%	32.1%	19.1%	NMF	32.8%

(1) "Income Before Income Taxes Margin" is defined as income before income taxes divided by total revenues

(2) A non-GAAP financial measure. Current year not adjusted for foreign currency translation as the prior year is converted at current year rates.

NMF = Not a meaningful figure

The reconciliation of Total Revenues to Total Revenues - Adjusted, a non-GAAP measure, income before incomes taxes, included in the Consolidated Statement of Income, to EBITDAC, a non-GAAP measure, and EBITDAC - Adjusted, a non-GAAP measure, and Income Before Income Taxes Margin to EBITDAC Margin, a non-GAAP measure, and EBITDAC Margin - Adjusted, a non-GAAP measure, including by segment, for the year ended December 31, 2021, is as follows:

(in millions)	Retail	National Programs	Wholesale Brokerage	Services	Other	Total
Total Revenues	$1,767.9	$701.9	$403.4	$178.9	($0.7)	$3,051.4
Foreign Currency Translation	(4.1)	(0.7)	—	—	—	(4.8)
Total Revenues - Adjusted [2]	1,763.8	701.2	403.4	178.9	(0.7)	3,046.6
Income before income taxes	334.4	242.3	94.8	28.3	63.0	762.8
Income Before Income Taxes Margin [1]	18.9%	34.5%	23.5%	15.8%	NMF	25.0%
Amortization	77.8	27.4	9.1	5.3	—	119.6
Depreciation	11.2	9.8	2.6	1.5	8.2	33.3
Interest	91.4	11.4	16.0	2.9	(56.7)	65.0
Change in estimated acquisition earn-out payables	40.8	(7.7)	7.3	—	—	40.4
EBITDAC [2]	$555.6	$283.2	$129.8	$38.0	$14.5	$1,021.1
EBITDAC Margin [2]	31.4%	40.3%	32.2%	21.2%	NMF	33.5%
(Gain)/loss on disposal	(5.1)	(4.5)	—	—	—	(9.6)
Acquisition/Integration Costs	—	—	—	—	—	—
Foreign Currency Translation	(1.0)	(0.4)	—	—	—	(1.4)
EBITDAC - Adjusted [2]	$549.5	$278.3	$129.8	$38.0	$14.5	$1,010.1
EBITDAC Margin - Adjusted [2]	31.2%	39.7%	32.2%	21.2%	NMF	33.2%

(1) "Income Before Income Taxes Margin" is defined as income before income taxes divided by total revenues

(2) A non-GAAP financial measure

NMF = Not a meaningful figure

Retail Segment

The Retail segment provides a broad range of insurance products and services to commercial, public and quasi-public, professional and individual insured customers, and non-insurance risk-mitigating products through our automobile dealer services ("F&I") businesses. Approximately 77.3% of the Retail segment's commissions and fees revenue is commission based.

Financial information relating to our Retail segment for the twelve months ended December 31, 2022 and 2021 is as follows:

(in millions, except percentages)	2022	% Change	2021
Revenues			
Core commissions and fees	$2,032.8	17.7%	$1,727.7
Profit-sharing contingent commissions	48.8	25.4%	38.9
Investment income	0.1	(66.7)%	0.3
Other income, net	2.6	160.0%	1.0
Total Revenues	2,084.3	17.9%	1,767.9
Expenses			
Employee compensation and benefits	1,093.0	15.1%	949.3
Other operating expenses	355.5	32.6%	268.1
(Gain)/loss on disposal	(8.4)	64.7%	(5.1)
Amortization	96.7	24.3%	77.8
Depreciation	12.8	14.3%	11.2
Interest	94.3	3.2%	91.4
Change in estimated acquisition earn-out payables	(26.3)	(164.5)%	40.8
Total Expenses	1,617.6	12.8%	1,433.5
Income before income taxes	$466.7	39.6%	$334.4
Income Before Income Taxes Margin [1]	22.4%		18.9%
EBITDAC - Adjusted [2]	$643.4	17.1%	$549.5
EBITDAC Margin - Adjusted [2]	30.9%		31.2%
Organic Revenue growth rate [2]	6.5%		11.0%
Employee compensation and benefits relative to total revenues	52.4%		53.7%
Other operating expenses relative to total revenues	17.1%		15.2%
Capital expenditures	$18.6	129.6%	$8.1
Total Assets at December 31	$7,458.6	48.0%	$5,040.7

(1) "Income Before Income Taxes Margin" is defined as income before income taxes divided by total revenues

(2) A non-GAAP financial measure

NMF = Not a meaningful figure

The Retail segment's total revenues in 2022 increased 17.9%, or $316.4 million, over 2021, to $2,084.3 million. The $305.1 million increase in core commissions and fees was driven by the following: (i) $111.6 million related to net new and renewal business; (ii) approximately $205.1 million related to the core commissions and fees from acquisitions that had no comparable revenues in the same period of 2021; (iii) an offsetting decrease from the impact of foreign currency translation of $3.9 million; and (iv) an offsetting decrease of $7.2 million related to commissions and fees recorded in 2021 from businesses since divested. Profit-sharing contingent commissions in 2022 increased 25.4%, or $9.9 million, over 2021, to $48.8. The Retail segment's growth rate for total commissions and fees was 17.8% and the Organic Revenue growth rate was 6.5% for 2022. The Organic Revenue growth rate was driven by net new business written during the preceding twelve months and growth on renewals of existing customers. Renewal business was impacted by rate increases in most lines of business with continued increases in employee benefits, commercial and condominium property, partially offset by continued premium rate reductions in workers' compensation.

Income before income taxes for 2022 increased 39.6%, or $132.3 million, over the same period in 2021, to $466.7 million. The primary factors driving this increase were: (i) the profit associated with the net increase in revenue as described above; (ii) the drivers of EBITDAC described below; (iii) amortization and depreciation growing faster than total revenues; and (iv) a decrease in the change in estimated acquisition earn-out payables.

EBITDAC - Adjusted for 2022 increased 17.1%, or $93.9 million, from the same period in 2022, to $643.4 million. EBITDAC Margin - Adjusted for 2022 decreased to 30.9% from 31.2% in the same period in 2021. EBITDAC Margin was impacted by increased variable operating expenses, which are largely travel and meeting related.

National Programs Segment

The National Programs segment manages over 40 programs supported by approximately 100 well-capitalized carrier partners. In most cases, the insurance carriers that support these programs have delegated underwriting and, in many instances, claims-handling authority to our programs operations. These programs are generally distributed through a nationwide network of independent agents and Brown & Brown retail agents, and offer targeted products and services designed for specific industries, trade groups, professions, public entities and market niches. This segment also operates our write-your-own flood insurance carrier, WNFIC and participates in two Captives. WNFIC's underwriting business consists of policies written under and fully ceded to the NFIP and excess flood and private flood policies which are fully reinsured in the private market. The Captives provide additional underwriting capacity and allow us to participate in underwriting results. The Company has traditionally participated in underwriting profits through profit-sharing contingent commissions. These Captives give us another way to continue to participate in underwriting results while limiting exposure to claims expenses. The Captives focus on property insurance for earthquake and wind exposed properties underwritten by certain managing general agents. The Captives limit the Company's exposure to claims expenses either through reinsurance or by participating in limited tranches of the underwriting risk.

The National Programs segment operations can be grouped into five broad categories: Professional Programs, Personal Lines Programs, Commercial Programs, Public Entity-Related Programs and Specialty Programs. Approximately 76.1% of the National Programs segment's commissions and fees revenue is commission based.

Financial information relating to our National Programs segment for the twelve months ended December 31, 2022 and 2021 is as follows:

(in millions, except percentages)	2022	% Change	2021
Revenues			
Core commissions and fees	$830.5	24.7%	$665.8
Profit-sharing contingent commissions	27.6	(21.8)%	35.3
Investment income	1.3	116.7%	0.6
Other income, net	0.1	(50.0)%	0.2
Total Revenues	859.5	22.5%	701.9
Expenses			
Employee compensation and benefits	318.7	8.1%	294.7
Other operating expenses	196.1	52.6%	128.5
(Gain)/loss on disposal	0.8	(117.8)%	(4.5)
Amortization	35.4	29.2%	27.4
Depreciation	15.3	56.1%	9.8
Interest	33.0	189.5%	11.4
Change in estimated acquisition earn-out payables	(10.9)	41.6%	(7.7)
Total Expenses	588.4	28.0%	459.6
Income before income taxes	$271.1	11.9%	$242.3
Income Before Income Taxes Margin[1]	31.5%		34.5%
EBITDAC - Adjusted[2]	$345.2	24.0%	$278.3
EBITDAC Margin - Adjusted[2]	40.2%		39.7%
Organic Revenue growth rate[2]	15.7%		12.8%
Employee compensation and benefits relative to total revenues	37.1%		42.0%
Other operating expenses relative to total revenues	22.8%		18.3%
Capital expenditures	$20.2	49.6%	$13.5
Total Assets at December 31	$4,467.8	51.8%	$2,943.0

(1) "Income Before Income Taxes Margin" is defined as income before income taxes divided by total revenues

(2) A non-GAAP financial measure

NMF = Not a meaningful figure

The National Programs segment's total revenue for 2022 increased 22.5%, or $157.6 million, as compared to the same period in 2021, to $859.5 million. The $164.7 million increase in core commissions and fees revenue was driven by: (i) approximately $103.7 million of net new and renewal business; (ii) $64.9 million from acquisitions that had no comparable revenues in the same period of 2021; (iii) an offsetting decrease from the impact of foreign currency translation of $0.6 million; and (iv) an offsetting decrease of $3.3 million related to commissions and fees revenue from business divested in the preceding twelve months. Profit-sharing contingent commissions in 2022 decreased 21.8%, or $7.7 million, from 2021, to $27.6 primarily relating to the impacts from the estimated insured property losses associated with Hurricane Ian. The National Programs segment's growth rate for total commissions and fees was 22.4% and the Organic Revenue growth rate was 15.7% for 2022. The Organic Revenue growth was driven primarily by an increase in lender placed coverage, good new business and retention, exposure unit expansion and rate increases for many programs.

Income before income taxes for 2022 increased 11.9%, or $28.8 million, from the same period in 2021, to $271.1 million. Income before income taxes increased due to the drivers of EBITDAC described below. This was partially offset by an increase in intercompany interest expense and increased amortization expense associated with recent acquisitions.

EBITDAC - Adjusted for 2022 increased 24.0%, or $66.9 million, from the same period in 2021, to $345.2 million. EBITDAC Margin - Adjusted for 2022 increased to 40.2% from 39.7% in the prior year due to strong total revenue growth along with leverage our expense base.

Wholesale Brokerage Segment

The Wholesale Brokerage segment markets and sells excess and surplus commercial and personal lines insurance, primarily through independent agents and brokers, including Brown & Brown retail agents. Approximately 84.9% of the Wholesale Brokerage segment's commissions and fees revenue is commission based.

Financial information relating to our Wholesale Brokerage segment for the twelve months ended December 31, 2022 and 2021 is as follows:

(in millions, except percentages)	2022	% Change	2021
Revenues			
Core commissions and fees	$440.5	11.6%	$394.6
Profit-sharing contingent commissions	12.3	53.8%	8.0
Investment income	0.3	50.0%	0.2
Other income, net	0.3	(50.0)%	0.6
Total Revenues	453.4	12.4%	403.4
Expenses			
Employee compensation and benefits	239.3	12.5%	212.8
Other operating expenses	70.0	15.1%	60.8
(Gain)/loss on disposal	3.1	—	—
Amortization	9.4	3.3%	9.1
Depreciation	2.7	3.8%	2.6
Interest	12.9	(19.4)%	16.0
Change in estimated acquisition earn-out payables	(1.7)	(123.3)%	7.3
Total Expenses	335.7	8.8%	308.6
Income before income taxes	$117.7	24.2%	$94.8
Income Before Income Taxes Margin [1]	26.0%		23.5%
EBITDAC - Adjusted [2]	$145.6	12.2%	$129.8
EBITDAC Margin - Adjusted [2]	32.1%		32.2%
Organic Revenue growth rate [2]	7.6%		7.9%
Employee compensation and benefits relative to total revenues	52.8%		52.7%
Other operating expenses relative to total revenues	15.4%		15.0%
Capital expenditures	$2.8	75.0%	$1.6
Total Assets at December 31	$1,401.6	21.4%	$1,154.4

(1) "Income Before Income Taxes Margin" is defined as income before income taxes divided by total revenues

(2) A non-GAAP financial measure

NMF = Not a meaningful figure

The Wholesale Brokerage segment's total revenues for 2022 increased 12.4%, or $50.0 million, over 2021, to $453.4 million. The $45.9 million increase in core commissions and fees was driven by the following: (i) approximately $29.7 million of net new and renewal business; (ii) $18.6 million from acquisitions that had no comparable revenues in the same period of 2021; and (iii) an offsetting decrease of $2.4 million related to commissions and fees revenue from business divested in the preceding twelve months. Profit-sharing contingent commissions for 2022 increased $4.3 million compared to 2021, to $12.3 million. The Wholesale Brokerage segment's growth rate for total commissions and fees was 12.5%, and the Organic Revenue growth rate was 7.6% for 2022. The Organic Revenue growth rate was driven by new business, good retention as well as rate increases for most lines of coverage, which was partially offset by shrinking capacity in the catastrophe exposed personal lines market.

Income before income taxes for 2022 increased 24.2%, or $22.9 million, over 2021, to $117.7 million, primarily due to the following: (i) the drivers of EBITDAC - Adjusted described below; (ii) decrease in the change in estimated acquisition earn-out payables; and (iii) lower intercompany interest expense; partially offset by (iv) acquisition/integration costs.

EBITDAC - Adjusted for 2022 increased 12.2%, or $15.8 million, from the same period in 2021, to $145.6 million. EBITDAC Margin for 2022 decreased to 32.1% from 32.2% in the same period in 2021. EBITDAC Margin - Adjusted decreased due to: (i) higher broker compensation; (ii) increased variable operating expenses, which are primarily travel and meeting related; partially offset by (iii) higher profit-sharing contingent commissions; and (iv) leveraging our expense base in connection with revenue growth.

Services Segment

The Services segment provides insurance-related services, including third-party claims administration and comprehensive medical utilization management services in both the workers' compensation and all-lines liability arenas. The Services segment also provides Medicare Set-aside account services, Social Security disability and Medicare benefits advocacy services, and claims adjusting services.

Unlike the other segments, nearly all of the Services segment's revenue is generated from fees which are not significantly affected by fluctuations in general insurance premiums.

Financial information relating to our Services segment for the twelve months ended December 31, 2022 and 2021 is as follows:

(in millions, except percentages)	2022	% Change	2021
Revenues			
Core commissions and fees	$171.9	(3.9)%	$178.9
Profit-sharing contingent commissions	—	—	—
Investment income	—	—	—
Other income, net	—	—	—
Total Revenues	171.9	(3.9)%	178.9
Expenses			
Employee compensation and benefits	90.6	1.0%	89.7
Other operating expenses	48.4	(5.5)%	51.2
(Gain)/loss on disposal	—	—	—
Amortization	5.1	(3.8)%	5.3
Depreciation	1.6	6.7%	1.5
Interest	2.1	(27.6)%	2.9
Change in estimated acquisition earn-out payables	—	—	—
Total Expenses	147.8	(1.9)%	150.6
Income before income taxes	$24.1	(14.8)%	$28.3
Income Before Income Taxes Margin [1]	14.0%		15.8%
EBITDAC - Adjusted [2]	$32.9	(13.4)%	$38.0
EBITDAC Margin - Adjusted [2]	19.1%		21.2%
Organic Revenue growth rate [2]	(2.9)%		3.1%
Employee compensation and benefits relative to total revenues	52.7%		50.2%
Other operating expenses relative to total revenues	28.2%		28.6%
Capital expenditures	$1.0	(37.5)%	$1.6
Total Assets At December 31	$295.0	(1.4)%	$299.2

(1) "Income Before Income Taxes Margin" is defined as income before income taxes divided by total revenues

(2) A non-GAAP financial measure

NMF = Not a meaningful figure

The Services segment's total revenues for 2022 decreased 3.9%, or $7.0 million, from 2021, to $171.9 million. The $7.0 million decrease in core commissions and fees, was driven by: (i) higher COVID-19 travel restricted claims in 2021; and (ii) a lack of weather-related claims coupled with reduced severity in 2022 and (iii) partially offset by new business resulting in Organic Revenue decreasing by 2.9% in 2022.

Income before income taxes for 2022 decreased 14.8%, or $4.2 million, from 2021, to $24.1 million due to the drivers of EBITDAC described below.

EBITDAC - Adjusted for 2022 decreased 13.4%, or $5.1 million, from the same period in 2021, to $32.9 million. EBITDAC Margin - Adjusted for 2022 decreased to 19.1% from 21.2% in the same period in 2021. The decrease in EBITDAC and EBITDAC Margin was driven primarily by lower revenues.

Other

As discussed in Note 16 of the Notes to Consolidated Financial Statements, the "Other" column in the Segment Information table includes any income and expenses not allocated to reportable segments, and corporate-related items, including the intercompany interest expense charges to reporting segments.

LIQUIDITY AND CAPITAL RESOURCES

The Company seeks to maintain a conservative balance sheet and strong liquidity profile. Our capital requirements to operate as an insurance intermediary are low and we have been able to grow and invest in our business principally through cash that has been generated from operations. We have the ability to utilize our Revolving Credit Facility, which as of December 31, 2022 provided up to $800.0 million in available cash. We believe that we have access to additional funds, if needed, through the capital markets or private placements to obtain further debt financing under the current market conditions. The Company believes that its existing cash, cash equivalents, short-term investment portfolio and funds generated from operations, together with the funds available under the Revolving Credit Facility and the Loan Agreement (the "Loan Agreement"), will be sufficient to satisfy its normal liquidity needs, including principal payments on our long-term debt, for the next twelve months.

The Revolving Credit Facility contains an expansion option for up to an additional $500.0 million of borrowing capacity, subject to the approval of participating lenders. In addition, under the Term Loan Credit Agreement, the unsecured term loan in the initial amount of $300.0 million may be increased by up to $150.0 million, subject to the approval of participating lenders.

On March 31, 2022, the Company entered into a Loan Agreement which provided term loan capacity of $800.0 million. Additionally, the Company may, subject to satisfaction of certain conditions, including receipt of additional term loan commitments by new or existing lenders, increase either Term Loan Commitment under the existing Loan Agreement or the term loans issued thereunder or issue new tranches of term loans in an aggregate additional amount of up to $400.0 million. Including the expansion options under all existing credit agreements, the Company has access to up to $1.9 billion of incremental borrowing capacity as of December 31, 2022.

Our cash and cash equivalents of $650.0 million at December 31, 2022 reflected a decrease of $43.3 million from the $693.2 million balance at December 31, 2021. During 2022, $881.4 million of cash was generated from operating activities, representing an increase of 9.0%. During this period, $1,927.7 million of cash was used for acquisitions, $106.3 million was used for acquisition earn-out payments, $52.6 million was used to purchase additional fixed assets, $119.5 million was used for payment of dividends, $74.1 million was used for share repurchases and $61.3 million was used to pay outstanding principal balances owed on long-term debt.

We hold approximately $225.4 million in cash outside of the U.S., which we currently have no plans to repatriate in the near future.

Our cash and cash equivalents of $693.2 million at December 31, 2021 reflected an increase of $37.0 million from the $656.2 million balance at December 31, 2020. During 2021, $808.8 million of cash was generated from operating activities, representing an increase of 13.4%. During this period, $366.8 million of cash was used for acquisitions, $83.6 million was used for acquisition earn-out payments, $45.0 million was used to purchase additional fixed assets, $107.2 million was used for payment of dividends, $82.6 million was used for share repurchases and $73.1 million was used to pay outstanding principal balances owed on long-term debt.

Our ratio of current assets to current liabilities (the "current ratio") was 1.09 and 1.25 for December 31, 2022 and December 31, 2021, respectively.

Contractual Cash Obligations

As of December 31, 2022, our contractual cash obligations were as follows:

		Payments Due by Period			
(in millions)	Total	Less Than 1 Year	1-3 Years	4-5 Years	After 5 Years
Long-term debt	$3,975.6	$250.6	$943.7	$531.3	$2,250.0
Other liabilities	149.5	8.4	15.4	11.2	114.5
Operating leases [1]	278.3	53.0	97.0	62.1	66.2
Interest obligations	1,572.4	179.7	286.5	208.8	897.4
Maximum future acquisition contingency payments [2]	542.8	181.1	355.5	6.2	—
Total contractual cash obligations [3]	$6,518.6	$672.8	$1,698.1	$819.6	$3,328.1

(1) Includes $12.4 million of future lease commitments expected to commence in 2023.

(2) Includes $251.6 million of current and non-current estimated earn-out payables. Earn-out payables for acquisitions not denominated in U.S. dollars are measured at the current foreign exchange rate. Four of the estimated acquisition earn-out payables assumed in connection with the acquisition of GRP included provisions with no maximum potential earn-out amount. The amount recorded for these acquisitions as of December 31, 2022, is $3.0 million. The Company deems a significant increase to this amount to be unlikely.

(3) Does not include approximately $32.6 million of current liability for a dividend of $0.1150 per share approved by the board of directors on January 18, 2023 and paid on February 15, 2023.

Debt

Total debt at December 31, 2022 was $3,942.1 million net of unamortized discount and debt issuance costs, which was an increase of $1,919.2 million compared to December 31, 2021. The increase includes: (i) the issuance of $1,200.0 million in aggregate principal amount of Senior Notes on March 17, 2022, exclusive of debt issuance costs and discounts applied to the principal; (ii) the drawdown of $350.0 million of the Revolving Credit Facility in conjunction with the acquisition payment for Orchid on March 31, 2022; (iii) the aggregate drawdown of $800.0 million under the Loan Agreement in connection with the funding of the acquisitions of GRP and BdB which occurred on various dates on or before the final draw on April 28, 2022; and (iv) net of the amortization of discounted debt related to our various unsecured Senior Notes, and debt issuance cost amortization of $3.8 million; offset by decreases due to: (i) the scheduled principal amortization balances related to our various existing floating-rate debt term notes in total of $61.3 million; (ii) added discounted debt balances related to the issuance of $600.0 million in aggregate principal amount of the Company's 4.200% Senior Notes due 2032 (the "2032 Notes") and $600.0 million in aggregate principal amount of the Company's 4.950% Senior Notes due 2052 (the "2052 Notes," and together with the 2032 Notes, the "Notes") of $10.4 million; (iii) debt issuance costs related to the Notes and the Loan Agreement of $13.0 million; and (iv) through December 31, 2022 the Company repaying $350.0 million of debt related to the outstanding amount drawn under the Revolving Credit Facility under the Second Amended and Restated Credit Agreement.

During the twelve months ended December 31, 2022, the Company repaid $12.5 million of principal related to the Second Amended and Restated Credit Agreement term loan through the quarterly scheduled amortized principal payments. The Second Amended and Restated Credit Agreement term loan had an outstanding balance of $234.4 million as of December 31, 2022. The Company's next scheduled amortized principal payment is due March 31, 2023 and is equal to $3.1 million.

During the twelve months ended December 31, 2022, the Company repaid $30.0 million of principal related to the Term Loan Credit Agreement through quarterly scheduled amortized principal payments. The Term Loan Credit Agreement had an outstanding balance of $210.0 million as of December 31, 2022. As of December 31, 2022, the total term loan balance of $210.0 million is presented under current portion of long-term debt as the agreement and underlying debt instruments are within one-year of maturity. The Company is evaluating options with regard to the loan's remaining balance, including retiring the balance at maturity or refinancing the balance or a portion thereof. The Company's next scheduled amortized principal payment is due March 31, 2023 and is equal to $7.5 million.

During the twelve months ended December 31, 2022, the Company repaid $18.8 million of principal related to the Term Loans issued under the Term A-2 Loan Commitment ("Term A-2 Loans") through quarterly scheduled amortized principal payments. The Term A-2 Loans had an outstanding balance of $481.3 million as of December 31, 2022. The Company's next scheduled amortized principal payment is due March 31, 2023 and is equal to $6.3 million.

On March 17, 2022, the Company completed the issuance of $600.0 million aggregate principal amount of the Company's 4.200% Senior Notes due 2032 and $600.0 million aggregate principal amount of the Company's 4.950% Senior Notes due 2052 (and together with the 2032 Notes, the "Notes"). The net proceeds to the Company from the issuance of the Notes, after deducting underwriting discounts and estimated offering expenses, were approximately $1,178.2 million. The Senior Notes were given investment grade ratings of BBB- stable outlook and Baa3 stable outlook. The 2032 Notes bear interest at the rate of 4.200% per year and will mature on March 17, 2032. The 2052 Notes bear interest at the rate of 4.950% per year and will mature on March 17, 2052. Interest on the Notes is payable semi-annually in arrears. The Notes are senior unsecured obligations of the Company and rank equal in right of payment to all of the Company's existing and future senior unsecured indebtedness. The Company may redeem the Notes in whole or in part at any time and from time to time, at the "make whole" redemption prices specified in the Prospectus Supplement for the Notes being redeemed, plus accrued and unpaid interest thereon to, but excluding the redemption date. The Company used the net proceeds from the offering of the Notes, together with borrowings under its Revolving Credit Facility, cash on hand and other borrowings, to fund the cash consideration and other amounts payable under the GRP Acquisition Agreement and to pay fees and expenses associated with the foregoing. As of December 31, 2022, there was a total outstanding debt balance of $1,200.0 million exclusive of the associated discount balance on both Notes.

On March 31, 2022, the Company entered into the Loan Agreement with the lenders named therein, BMO Harris Bank N.A., as administrative agent, Fifth Third Bank, National Association, PNC Bank, National Association, U.S. Bank National Association and Wells Fargo Bank, National Association, as co-syndication agents and BMO Capital Markets Corp., BofA Securities, Inc., JPMorgan Chase Bank, N.A. and Truist Securities, Inc., as joint bookrunners and joint lead arrangers. The Loan Agreement evidences commitments for (i) unsecured delayed draw term loans in an aggregate amount of up to $300.0 million (the "Term A-1 Loan Commitment") and (ii) unsecured delayed draw term loans in an amount of up to $500.0 million (the "Term A-2 Commitment" and, together with the Term A-1 Loan Commitments, the "Term Loan Commitments"). The Company may, subject to satisfaction of certain conditions, including receipt of additional term loan commitments by new or existing lenders, increase either Term Loan Commitment or the term loans issued thereunder or issue new tranches of term loans in an aggregate additional amount of up to $400.0 million. The Company may borrow term loans (the "Term Loans") under either of the Term Loan Commitments during the period from the Effective Date (the "Effective Date") until the date which is the first anniversary thereof. Once borrowed, Term Loans issued under the Term A-1 Loan Commitment ("Term A-1 Loans") are due and payable on the date that is the third anniversary of the Effective Date unless such maturity date is extended as provided under the Loan Agreement. Once borrowed, Term Loans issued under the Term A-2 Loan Commitment ("Term A-2 Loans") are repayable in installments until the fifth anniversary the Effective Date with any remaining outstanding amounts due and payable on such fifth anniversary of the Effective Date unless such maturity date is extended as provided under the Loan Agreement. While outstanding, the undrawn Term Loan Commitments accrue a commitment fee of 0.15% beginning on the earlier of the initial funding of Term Loans under the Loan Agreement and the date that is 120 days from the Effective Date. Once drawn, Term A-1 Loans will bear interest at the annual rate of Adjusted Term SOFR plus 1.125% or Base Rate plus 0.125% (subject to a pricing grid for changes in the Company's credit rating and/or leverage) and Term A-2 Loans will bear interest at the annual rate of Adjusted Term SOFR plus 1.25% or Base Rate plus 0.25% (subject to a pricing grid for changes in the Company's credit rating and/or leverage). The Loan Agreement includes various covenants (including financial covenants), limitations and events of default customary for similar facilities for similarly rated borrowers. As of December 31, 2022 the outstanding balance on the Loan Agreement was $781.3 million.

On March 31, 2022 the Company borrowed $350.0 million of available proceeds on the Revolving Credit Facility under the Second Amended and Restated Credit Agreement. The proceeds were used in conjunction with the funding of the Orchid acquisition along with funds from cash on hand. As of December 31, 2022 the outstanding loan balance was repaid.

Total debt at December 31, 2021 was $2,022.9 million net of unamortized discount and debt issuance costs, which was a decrease of $73.0 million compared to December 31, 2020. The decrease includes: (i) the repayment of the principal balance of $73.1 million for scheduled principal amortization balances related to our various existing floating rate debt term notes; (ii) an additional $2.7 million including debt issuance costs related to the Company's refinanced credit facility, the Second Amended and Restated Credit Agreement (as defined below), on October 27, 2021; offset by (iii) net of the amortization of discounted debt related to our various unsecured Senior Notes, and debt issuance cost amortization of $2.8 million.

During the twelve months ended December 31, 2021, the Company repaid $30.0 million of principal related to the amended and restated credit agreement term loan through quarterly scheduled amortized principal payments each equaling $10.0 million on March 31, 2021, June 30, 2021, September 30, 2021 and on October 27, 2021 in conjunction with the closing of the Second Amended and Restated Credit Agreement, the Company repaid an additional $10.0 million of outstanding principal related to the term loan under the amended and restated credit agreement. On December 31, 2021, the Company repaid $3.1 million under the Second Amended and Restated Credit Agreement as part of a scheduled amortized principal payment/ The Second Amended and Restated Credit Agreement term loan had an outstanding balance of $246.9 million as of December 31, 2021.

During the twelve months ended December 31, 2021, the Company repaid $30.0 million of principal related to the term loan credit agreement through quarterly scheduled amortized principal payments each equaling $7.5 million on March 31, 2021, June 30, 2021, September 30, 2021 and December 31, 2021. The term loan credit agreement had an outstanding balance of $240.0 million as of December 31, 2021.

On October 27, 2021, the Company entered into an amended and restated credit agreement (the "Second Amended and Restated Credit Agreement") with the lenders named therein, JPMorgan Chase Bank, N.A. as administrative agent, Bank of America, N.A., Truist Bank and BMO Harris Bank N.A. as co-syndication agents, and U.S. Bank National Association, Fifth Third Bank, National Association, Wells Fargo Bank, National Association, PNC Bank, National Association, Morgan Stanley Senior Funding, Inc. and Citizens Bank, N.A. as co-documentation agents. The Second Amended and Restated Credit Agreement amended and restated the credit agreement dated April 17, 2014, among certain of such parties, as amended by that certain amended and restated credit agreement dated June 28, 2017 (the "Original Credit Agreement"). The Second Amended and Restated Credit Agreement, among other certain terms, extended the maturity of the Revolving Credit Facility of $800.0 million and unsecured term loans associated with the agreement of $250.0 million to October 27, 2026. At the time of the renewal, the Company added an additional $2.7 million in debt issuance costs related to the transaction. The Company carried forward $0.6 million of existing debt issuance costs related to the previous credit facility agreements while expensing $0.1 million in debt issuance costs due to certain lenders exiting the renewed facility agreement.

Quantitative and Qualitative Disclosures About Market Risk

Market risk is the potential loss arising from adverse changes in market rates and prices, such as interest rates, foreign exchange rates and equity prices. We are exposed to market risk through our investments, revolving credit line, term loan agreements and international operations.

Our invested assets are held primarily as cash and cash equivalents, restricted cash, available-for-sale marketable debt securities, non-marketable debt securities, certificates of deposit, U.S. treasury securities, and professionally managed short duration fixed income funds. These investments are subject to interest rate risk. The fair value of our invested assets at December 31, 2022 and December 31, 2021, approximated their respective carrying values due to their short-term duration and therefore, such market risk is not considered to be material.

We do not actively invest or trade in equity securities. In addition, we generally dispose of any significant equity securities received in conjunction with an acquisition shortly after the acquisition date.

As of December 31, 2022, we had $781.2 million outstanding under the Loan Agreement tied to the Secured Overnight Financing Rate ("SOFR") and $444.4 million of borrowings outstanding under certain credit agreements tied to the overnight London Interbank Offered Rate ("LIBOR"). These aforementioned notes bear interest on a floating basis and are therefore subject to changes in the associated interest expense. The effect of an immediate hypothetical 10% change in interest rates would not have a material effect on our Consolidated Financial Statements. As of July 2017, the UK Financial Conduct Authority ("FCA") has urged banks and institutions to discontinue their use of the LIBOR benchmark rate for floating-rate debt, and other financial instruments tied to the rate after 2021. However, on November 30, 2020, the ICE Benchmark Administration Limited ("IBA"), announced that it would consult in early December 2020 on its intention to cease the publication of the one-week and two-month U.S. dollar LIBOR settings immediately following the LIBOR publication on December 31, 2021, and the remaining U.S. dollar LIBOR settings (overnight and one, three, six and twelve months) immediately following the LIBOR publication on June 30, 2023. In connection to the released statement from the IBA, on December 4, 2020, the FCA released a similar statement in support of the continuation of the LIBOR rate beyond 2021. The Alternative Reference Rates Committee ("ARRC") has recommended the Secured Overnight Financing Rate ("SOFR") as the best alternative rate to LIBOR post discontinuance and has proposed a transition plan and timeline designed to encourage the adoption of SOFR from LIBOR. Post consultation on March 5, 2021, IBA confirmed its proposed dates to stop publishing the London interbank offered rate for dollars ("USD LIBOR") on a representative basis.

When the Company entered into the Second Amended and Restated Credit on October 27, 2021, it included provisions regarding transition from LIBOR to SOFR in preparation of the LIBOR cessation. On March 31, 2022, the Company entered into the Loan Agreement which bears interest tied to the annual rate for the adjusted Secured Overnight Financing Rate ("Adjusted Term SOFR"). In the coming periods, the Company will assess any other current agreements with benchmark rates tied to LIBOR with an expectation that the Company will be prepared for a termination of LIBOR benchmarks prior to June 30, 2023 when typical rate settings will no longer be available.

The majority of our international operations do not have material transactions in currencies other than their functional currency which would expose the Company to transactional currency rate risk. We are subject to translational exchange rate risk having businesses operating outside of the U.S. in the following functional currencies, British pounds, Canadian dollar and euros. Based upon our foreign currency rate exposure as of December 31, 2022, an immediate 10% hypothetical change of foreign currency exchange rates would not have a material effect on our Consolidated Financial Statements.

ADDITIONAL INFORMATION REGARDING CERTAIN Non-GAAP Measures

Reconciliation of Total Commissions and Fees to Organic Revenue Growth

The reconciliations of total commissions and fees, included in the Consolidated Statement of Income, to Organic Revenue growth for the years ended December 31, 2022, 2021, 2020, 2019 and 2018, are as follows:

Unaudited	2022 Organic Revenue		2021 Organic Revenue		2020 Organic Revenue		2019 Organic Revenue		2018 Organic Revenue	
(in millions)	**2022**	**2021**	**2021**	**2020**	**2020**	**2019**	**2019**	**2018**	**2018**	**2017**
Commissions and fees	$3,563.2	$3,047.5	$3,047.5	$2,606.1	$2,606.1	$2,384.7	$2,384.7	$2,009.9	$2,009.9	$1,857.3
Total change	*515.7*		*441.4*		*221.4*		*374.8*		*152.6*	
Total growth %	*16.9%*		*16.9%*		*9.3%*		*18.6%*		*8.2%*	
Contingent commissions	(88.7)	(82.2)	(82.2)	(71.0)	(70.9)	(59.2)	(59.2)	(55.9)	(55.9)	(52.2)
Core commissions and fees	$3,474.5	$2,965.3	$2,965.3	$2,535.1	$2,535.2	$2,325.5	$2,325.5	$1,954.0	$1,954.0	$1,805.1
New Revenue Standard	—		—		—		—		(16.1)	
Acquisitions	(288.6)		(170.2)		(141.1)		(298.2)		(91.1)	
Dispositions		(14.8)		(5.3)		(12.1)		(9.8)		(1.5)
Foreign Currency Translation		(4.5)		1.2		—		—		
Organic Revenue	$3,185.9	$2,946.0	$2,795.1	$2,531.0	$2,394.1	$2,313.4	$2,027.3	$1,944.2	$1,846.8	$1,803.6
Organic Revenue growth	*$239.9*		*$264.1*		*$80.7*		*$83.1*		*$43.2*	
Organic Revenue growth %	*8.1%*		*10.4%*		*3.5%*		*4.3%*		*2.4%*	

Reconciliation of Income Before Income Taxes to Adjusted EBITDAC - Adjusted and Reconciliation of Income Before Income Taxes Margin to EBITDAC Margin - Adjusted

The reconciliation of income before income taxes, included in the Consolidated Statement of Income, to EBITDAC – Adjusted for the year ended December 31, 2012, and the reconciliation of Income Before Income Taxes Margin to EBITDAC Margin - Adjusted for the year ended December 31, 2012, is as follows:

(in millions)	**2012**
Total Revenues	1,200.0
Income before income taxes	304.8
Income Before Income Taxes Margin[1]	25.4%
Amortization	63.6
Depreciation	15.4
Interest	16.1
Change in estimated acquisitions earnout payables	1.4
EBITDAC[2]	401.3
EBITDAC Margin[2]	33.4%
(Gain)/loss on disposal	—
Acquisition/Integration Costs	—
EBITDAC - Adjusted[2]	401.3
EBITDAC Margin - Adjusted[2]	33.4%

(1) "Income Before Income Taxes Margin" is defined as income before income taxes divided by total revenues.

(2) A non-GAAP financial measure.

Reconciliation of Income Before Income Taxes to EBITDAC - Adjusted Post FX and Reconciliation of Income Before Income Taxes Margin to EBITDAC Margin - Adjusted Post FX

In addition to the non-GAAP financial measures described on pages 19–20 of this Annual Report, this Annual Report contains references to the following additional non-GAAP earnings measures:

EBITDAC - Adjusted Post FX is defined as EBITDAC, excluding (i) (gain)/loss on disposal and (ii) Acquisition/Integration Costs.

EBITDAC Margin - Adjusted Post FX is defined as EBITDAC - Adjusted Post FX divided by total revenues.

Unlike EBITDAC - Adjusted and EBITDAC Margin - Adjusted, EBITDAC - Adjusted Post FX and EBITDAC Margin - Adjusted Post FX are not adjusted to exclude the period-over-period impact of Foreign Currency Translation. We believe that EBITDAC - Adjusted Post FX and EBITDAC Margin - Adjusted Post FX provide a better understanding of our results over longer periods of time (e.g, five to ten years).

The reconciliations of income before income taxes, included in the Consolidated Statement of Income, to EBITDAC - Adjusted Post FX for the years ended December 31, 2022, 2021, 2020, 2019 and 2018, and the reconciliation of Income Before Income Taxes Margin to EBITDAC Margin - Adjusted Post FX for the year ended December 31, 2022, 2021, 2020, 2019, and 2018, are as follows:

(in millions)	2022	2021	2020	2019	2018
Total Revenues	3,573.4	3,051.4	2,613.4	2,392.2	2,014.2
Income before income taxes	876.1	762.8	624.1	525.9	462.5
Income Before Income Taxes Margin[1]	24.5%	25.0%	23.9%	22.0%	23.0%
Amortization	146.6	119.6	108.5	105.3	86.5
Depreciation	39.2	33.3	26.3	23.4	22.8
Interest	141.2	65.0	59.0	63.7	40.6
Change in estimated acquisitions earnout payables	(38.9)	40.4	(4.5)	(1.4)	3.0
EBITDAC[2]	1,164.2	1,021.1	813.4	716.9	615.4
EBITDAC Margin[2]	32.6%	33.5%	31.1%	30.0%	30.6%
(Gain)/loss on disposal	(4.5)	(9.6)	(2.4)	(10.0)	(2.2)
Acquisition/Integration Costs	11.2	—	—	—	—
EBITDAC - Adjusted Post FX[2]	1,170.9	1,011.5	811.0	706.9	613.2
EBITDAC Margin - Adjusted Post FX[2]	32.8%	33.1%	31.0%	29.6%	30.4%

(1) "Income Before Income Taxes Margin" is defined as income before income taxes divided by total revenues.

(2) A non-GAAP financial measure.

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Consolidated Statements of Income

(in millions, except percentages)	For the Year Ended December 31, 2022	2021	2020
Revenues			
Commissions and fees	$3,563.2	$3,047.5	$2,606.1
Investment income	6.5	1.1	2.8
Other income, net	3.7	2.8	4.5
Total Revenues	3,573.4	3,051.4	2,613.4
Expenses			
Employee compensation and benefits	1,816.9	1,636.9	1,436.4
Other operating expenses	596.8	403.0	366.0
(Gain)/loss on disposal	(4.5)	(9.6)	(2.4)
Amortization	146.6	119.6	108.5
Depreciation	39.2	33.3	26.3
Interest	141.2	65.0	59.0
Change in estimated acquisition earn-out payables	(38.9)	40.4	(4.5)
Total Expenses	2,697.3	2,288.6	1,989.3
Income before income taxes	876.1	762.8	624.1
Income taxes	204.3	175.7	143.6
Net income	$671.8	$587.1	$480.5
Net income per share:			
Basic	$2.38	$2.08	$1.70
Diluted	$2.37	$2.07	$1.69
Dividends declared per share	$0.42	$0.38	$0.35

See accompanying notes to Consolidated Financial Statements.

Consolidated Statements of Comprehensive Income

(in millions)	For the Year Ended December 31, 2022	2021	2020
Net income	$671.8	$587.1	$480.5
Foreign currency translation	(137.5)	(9.3)	—
Unrealized loss on available-for-sale debt securities, net of tax	(1.5)	(0.1)	—
Comprehensive income	$532.8	$577.7	$480.5

See accompanying notes to Consolidated Financial Statements.

Consolidated Balance Sheets

(in millions, except per share data)	December 31, 2022	December 31, 2021
Assets		
Current Assets:		
Cash and cash equivalents	$650.0	$693.2
Fiduciary cash	1,383.2	777.0
Short-term investments	12.0	12.9
Commission, fees and other receivables	642.9	522.6
Fiduciary receivables	881.4	693.7
Reinsurance recoverable	831.0	63.1
Prepaid reinsurance premiums	393.2	392.2
Other current assets	202.3	175.6
Total Current Assets	4,996.0	3,330.3
Fixed assets, net	239.9	212.0
Operating lease assets	214.9	197.0
Goodwill	6,674.2	4,736.8
Amortizable intangible assets, net	1,595.2	1,081.5
Investments	22.4	31.0
Other assets	230.9	206.8
Total Assets	$13,973.5	$9,795.4
Liabilities And Shareholders' Equity		
Current Liabilities:		
Fiduciary liabilities	$2,264.6	$1,470.7
Losses and loss adjustment reserve	841.1	63.1
Unearned premiums	412.3	392.2
Accounts payable	286.5	242.7
Accrued expenses and other liabilities	541.5	456.2
Current portion of long-term debt	250.6	42.5
Total Current Liabilities	4,596.6	2,667.4
Long-term debt less unamortized discount and debt issuance costs	3,691.5	1,980.4
Operating lease liabilities	195.9	180.0
Deferred income taxes, net	584.0	386.8
Other liabilities	298.9	383.9
Shareholders' Equity:		
Common stock, par value $0.10 per share; authorized 560.0 shares; issued 302.9 shares and outstanding 283.2 shares at 2022, issued 301.0 shares and outstanding 282.5 shares at 2021, respectively	30.3	30.1
Additional paid-in capital	919.7	849.4
Treasury stock, at cost at 19.7 shares at 2022 and 18.5 shares at 2021, respectively - in millions	(748.0)	(673.9)
Accumulated other comprehensive loss	(148.4)	(9.4)
Retained earnings	4,553.0	4,000.7
Total Shareholders' Equity	4,606.6	4,196.9
Total Liabilities And Shareholders' Equity	$13,973.5	$9,795.4

See accompanying notes to Consolidated Financial Statements.

Consolidated Statements of Shareholders' Equity

(in millions, except per share data)	Common Stock Shares Outstanding	Common Stock Par Value	Additional Paid-In Capital	Treasury Stock	Accumulated Other Comprehensive Loss	Retained Earnings	Total
Balance at January 1, 2020	**281,655**	**$29.7**	**$716.0**	**($536.2)**	**$-**	**$3,140.9**	**$3,350.4**
Net Income						480.5	480.5
Net unrealized holding (loss) gain on available-for-sale securities			0.6				0.6
Shares issued - employee stock compensation plans							
Employee stock purchase plan	962	0.1	38.0				38.1
Stock incentive plans	1,895	0.2	50.9				51.1
Agency acquisition	723	0.1	30.0				30.1
Directors	16		0.6				0.6
Repurchase shares to fund tax withholdings for non-cash stock-based compensation	(1,013)	(0.1)	(41.2)				(41.3)
Purchase of treasury stock	(1,234)			(55.1)			(55.1)
Cash dividends paid ($0.35 per share)						(100.6)	(100.6)
Balance at December 31, 2020	**283,004**	**30.0**	**794.9**	**(591.3)**	**—**	**3,520.8**	**3,754.4**
Net Income						587.1	587.1
Net unrealized holding (loss) gain on available-for-sale securities			(0.5)		(0.1)		(0.6)
Foreign currency translation					(9.3)		(9.3)
Shares issued - employee stock compensation plansv							
Employee stock purchase plan	851	0.1	42.8				42.9
Stock incentive plans	1,313	0.1	51.1				51.2
Agency acquisition	184		9.9				9.9
Directors	17		0.9				0.9
Repurchase shares to fund tax withholdings for non-cash stock-based compensation	(1,061)	(0.1)	(49.7)				(49.8)
Purchase of treasury stock	(1,812)			(82.6)			(82.6)
Cash dividends paid ($0.38 per share)						(107.2)	(107.2)
Balance at December 31, 2021	**282,496**	**30.1**	**849.4**	**(673.9)**	**(9.4)**	**4,000.7**	**4,196.9**
Net Income						671.8	671.8
Net unrealized holding (loss) gain on available-for-sale securities					(1.5)		(1.5)
Foreign currency translation			1.0		(137.5)		(136.5)
Shares issued - employee stock compensation plans							
Employee stock purchase plan	792	0.1	46.9				47.0
Stock incentive plans	1,588	0.2	55.5				55.7
Agency acquisition	253		14.7				14.7
Directors	15		0.9				0.9
Repurchase shares to fund tax withholdings for non-cash stock-based compensation	(759)	(0.1)	(48.7)				(48.8)
Purchase of treasury stock	(1,164)			(74.1)			(74.1)
Cash dividends paid ($0.42 per share)						(119.5)	(119.5)
Balance at December 31, 2022	**283,221**	**$30.3**	**$919.7**	**($748.0)**	**($148.4)**	**$4,553.0**	**$4,606.6**

See accompanying notes to Consolidated Financial Statements.

Consolidated Statements of Cash Flows

(in millions)	Year Ended December 31, 2022	2021	2020
Cash flows from operating activities:			
Net income	$671.8	$587.1	$480.5
Adjustments to reconcile net income to net cash provided by operating activities:			
Amortization	146.6	119.6	108.5
Depreciation	39.2	33.3	26.3
Non-cash stock-based compensation	66.1	61.0	59.7
Change in estimated acquisition earn-out payables	(38.9)	40.4	(4.5)
Deferred income taxes	42.8	33.6	16.0
Amortization of debt discount and disposal of deferred financing costs	3.8	2.8	2.3
Amortization (accretion) of discounts and premiums, investment	0.2	0.1	—
Net (gain)/loss on sales/disposals of investments, fixed assets and customer accounts	(3.6)	(7.1)	(0.8)
Payments on acquisition earn-outs in excess of original estimated payables	(30.1)	(21.1)	(4.5)
Effect of changes in foreign exchange rate changes	(0.6)	0.5	—
Changes in operating assets and liabilities, net of effect from acquisitions and divestitures:			
Commissions, fees and other receivables (increase) decrease	(60.9)	(61.9)	(2.0)
Reinsurance recoverable (increase) decrease	(767.9)	(19.6)	15.0
Prepaid reinsurance premiums (increase) decrease	(1.0)	(14.6)	(11.6)
Other assets (increase) decrease	(17.6)	(53.7)	(42.7)
Losses and loss adjustment reserve increase (decrease)	777.8	19.6	(15.0)
Unearned premiums increase (decrease)	20.1	14.6	11.6
Accounts payable increase (decrease)	124.3	54.4	111.6
Accrued expenses and other liabilities increase (decrease)	37.0	66.9	34.7
Other liabilities increase (decrease)	(127.7)	(47.1)	(72.1)
Net cash provided by operating activities	**881.4**	**808.8**	**713.0**
Cash flows from investing activities:			
Additions to fixed assets	(52.6)	(45.0)	(70.7)
Payments for businesses acquired, net of cash acquired	(1,927.7)	(366.8)	(694.8)
Proceeds from sales of fixed assets and customer accounts	60.4	16.6	9.6
Purchases of investments	(0.1)	(12.4)	(14.2)
Proceeds from sales of investments	7.4	10.8	11.0
Net cash used in investing activities	**(1,912.6)**	**(396.8)**	**(759.1)**
Cash flows from financing activities:			
Fiduciary receivables and liabilities, net	96.2	133.7	8.7
Deferred acquisition purchase payment	(5.1)	—	—
Payments on acquisition earn-outs	(76.2)	(62.5)	(25.0)
Proceeds from long-term debt	2,000.0	—	700.0
Payments on long-term debt	(61.3)	(73.1)	(55.0)
Deferred debt issuance costs	(23.4)	(2.6)	(6.80)
Borrowings on revolving credit facility	350.0	—	250.0
Payments on revolving credit facilities	(350.0)	—	(350.0)
Issuances of common stock for employee stock benefit plans	37.6	34.0	30.1
Repurchase shares to fund tax withholdings for non-cash stock-based compensation	(48.8)	(49.8)	(41.3)
Purchase of treasury stock	(74.1)	(82.6)	(55.1)
Cash dividends paid	(119.5)	(107.2)	(100.6)
Net cash provided by (used in) financing activities	**1,725.4**	**(210.1)**	**355.0**
Effect of foreign exchange rate changes on cash and cash equivalents inclusive of fiduciary cash	(131.2)	(3.6)	—
Net increase in cash and cash equivalents inclusive of fiduciary cash	**563.0**	**198.3**	**308.9**
Cash and cash equivalents inclusive of fiduciary cash at beginning of period	1,470.2	1,271.9	963.0
Cash and cash equivalents inclusive of fiduciary cash at end of period	**2,033.2**	**1,470.2**	**1,271.9**

See accompanying notes to Consolidated Financial Statements. Refer to Note 13 for reconciliations of cash and cash equivalents inclusive of fiduciary cash.

NOTES TO CONSOLIDATED FINANCIAL Statements

NOTE 1 Summary of Significant Accounting Policies

Nature of Operations

Brown & Brown, Inc., a Florida corporation, and its subsidiaries (collectively, "Brown & Brown" or the "Company") is a diversified insurance agency, wholesale brokerage, insurance programs and service organization that markets and sells insurance products and services, primarily in the property, casualty and employee benefits areas. Brown & Brown's business is divided into four reportable segments. The Retail segment provides a broad range of insurance products and services to commercial, public and quasi-public entities, professional and individual insured customers, and non-insurance risk-mitigating products through our automobile and recreational vehicle dealer services ("F&I") businesses. The National Programs segment, which acts as a managing general agent ("MGA"), provides professional liability and related package products for certain professionals, a range of insurance products for individuals, flood coverage, and targeted products and services designated for specific industries, trade groups, governmental entities and market niches, all of which are delivered through a nationwide network of independent agents, including Brown & Brown retail agents. The Wholesale Brokerage segment markets and sells excess and surplus commercial and personal lines insurance, primarily through independent agents and brokers, as well as Brown & Brown retail agents. The Services segment provides insurance-related services, including third-party claims administration and comprehensive medical utilization management services in both the workers' compensation and all-lines liability arenas, as well as Medicare Set-aside services, Social Security disability and Medicare benefits advocacy services and claims adjusting services.

The Company primarily operates as an agent or broker not assuming underwriting risks. However, we operate a write-your-own flood insurance carrier, Wright National Flood Insurance Company ("WNFIC"). WNFIC's underwriting business consists of policies written pursuant to the National Flood Insurance Program ("NFIP"), the program administered by the Federal Emergency Management Agency ("FEMA") to which premiums and underwriting exposure are ceded and excess flood and private flood policies which are fully reinsured in the private market. The Company also participates in two capitalized captive insurance facilities (the "Captives") for the purpose of facilitating additional underwriting capacity, generating incremental revenues and participating in underwriting results.

Recently Issued Accounting Pronouncements

In March 2020, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2020-04, "Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting." The amendments provide optional guidance for a limited time to ease the potential burden in accounting for reference rate reform. The new guidance provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships and other transactions affected by reference rate reform if certain criteria are met. The amendments apply only to contracts and hedging relationships that reference the London Interbank Offered Rate ("LIBOR"), or another reference rate expected to be discontinued due to reference rate reform. These amendments, along with the amendments within ASU 2022-06 "Reference Rate Reform (Topic 848): Deferral of the Sunset Date of Topic 848" that extended the period of time preparers can utilize the reference rate reform relief guidance in Topic 848, are effective immediately and may be applied prospectively to contract modifications made and hedging relationships entered into or evaluated on or before December 31, 2024. We are currently evaluating our contracts and the available expedients provided by the new standard; however, the Company can assert there is no impact to any carrying value of assets or liabilities aside from our floating-rate debt instruments that are indexed to LIBOR and are carried at amortized cost. Any further impact of adoption will be in determining the new periodic floating interest rate indexed to our floating-rate debt instruments with no impact on the balance sheet upon adoption.

Recently Adopted Accounting Standards

In December 2019, the FASB issued ASU 2019-12, "Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes." The standard removes specific exceptions in the current rules and eliminates the need for an organization to analyze whether the following apply in a given period: (a) exception to the incremental approach for intra-period tax allocation; (b) exceptions to accounting for basis differences when there are ownership changes in foreign investments and (c) exception in interim period income tax accounting for year-to-date losses that exceed anticipated losses. The standard also is designed to improve financial statement preparers' application of income tax-related guidance and simplify GAAP for (a) franchise taxes that are partially based on income; (b) transactions with a government that result in a step-up in the tax basis of goodwill; (c) separate financial statements of legal entities that are not subject to tax and (d) enacted changes in tax laws in interim periods. The Company adopted ASU 2019-12 effective January 1, 2021. The impact of adopting this standard was not material to the presentation of the Consolidated Financial Statements.

Principles of Consolidation

The accompanying Consolidated Financial Statements include the accounts of Brown & Brown, Inc. and its subsidiaries. All significant intercompany account balances and transactions have been eliminated in the Consolidated Financial Statements.

Revenue Recognition

The Company earns commissions paid by insurance carriers for the binding of insurance coverage. Commissions are earned at a point in time upon the effective date of bound insurance coverage, as no performance obligation exists after coverage is bound. If there are other services within the contract, the Company estimates the stand-alone selling price for each separate performance obligation, and the corresponding apportioned revenue is recognized over a period of time as the performance obligations are fulfilled. The Company earns fee revenue by receiving negotiated fees in lieu of a commission and from services other than securing insurance coverage. Fee revenues from certain agreements are recognized depending on when the services within the contract are satisfied and when we have transferred control of the related services to the customer. In situations where multiple performance obligations exist within a fee contract, in some instances the use of estimates is required to allocate the transaction price on a relative stand-alone selling price basis to each separate performance obligation. Other supplemental commissions represent a form of variable consideration which includes additional commissions over base commissions received from insurance carriers based on predetermined production levels mutually agreed upon by both parties. Profit-sharing contingent commissions represent a form of variable consideration associated with the placement of coverage, for which we earn commissions. Profit-sharing contingent commissions and other supplemental commissions are estimated with a constraint applied and accrued relative to the recognition of the corresponding core commissions based on the amount of consideration that will be received in the coming year such that a significant reversal of revenue is not probable. Guaranteed supplemental commissions, a form of variable consideration within other supplemental commissions, represent guaranteed fixed-base agreements in lieu of profit-sharing contingent commissions.

Management determines the policy cancellation reserve based upon historical cancellation experience adjusted for any known circumstances.

Use of Estimates

The preparation of the Consolidated Financial Statements in conformity with accounting principles generally accepted in the United States of America ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, as well as disclosures of contingent assets and liabilities, at the date of the Consolidated Financial Statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents principally consist of demand deposits with financial institutions and highly liquid investments with quoted market prices having maturities of three months or less when purchased.

Fiduciary Cash, Commissions, Fees and Other Receivables, Fiduciary Receivables, and Fiduciary Liabilities

Beginning January 1, 2022 the Company is presenting certain assets and liabilities that arise from activities in which the Company engages as an intermediary, where we collect premiums from insureds to remit to insurance companies, hold funds from insurance companies to distribute to insureds for claims on covered losses and hold refunds due to customers as fiduciary assets and fiduciary liabilities.

Uncollected premiums are no longer presented in the same caption with commissions, fees and other receivables, but rather represented in a separate caption as fiduciary receivables. Likewise, payables to insurance companies and premium deposits due customers are now combined into a new caption as fiduciary liabilities.

The caption "restricted cash" is now reflected as "fiduciary cash" along with non-restricted fiduciary cash balances previously reported within "cash and cash equivalents." Fiduciary cash represents funds in the Company's possession collected from customers to be remitted to insurance companies and funds from insurance companies to be distributed to insureds for the settlement of claims or refunds. The net change in fiduciary cash is represented by the net change in fiduciary liabilities and fiduciary receivables and is presented as cash flows from financing activities in the statement of cash flows. Previously the net change in cash balances held to remit to insurance carriers or to return to customers was presented as cash flows from operating activities.

All prior periods included in these financial statements have been recast to conform to this basis of presentation. The relevant balance sheet captions and how the December 31, 2021 balances as presented under the prior method relate to the current presentation are reflected in the tables below. Certain liabilities reported as premiums payable to insurance companies or within premiums deposits and credits due customers were deemed not to be fiduciary in nature and have been included within accounts payable in the current presentation. Likewise, a small component of accounts payable was deemed to be fiduciary in nature and is now included within fiduciary liabilities.

	December 31, 2021		
(in millions)	As reported	Change in presentation	As revised
Cash and cash equivalents	$887.0	($193.8)	$693.2
Restricted cash and investments	583.2	(583.2)	—
Fiduciary cash	—	777.0	777.0
Total	1,470.2	—	1,470.2
Premiums, commissions and fees receivables	1,216.3	(1,216.3)	—
Commissions, fees and other receivables	—	522.6	522.6
Fiduciary receivables	—	693.7	693.7
Total	1,216.3	—	1,216.3
Premium payable to insurance companies	1,384.6	(1,384.6)	—
Premium deposits and credits due customers	122.4	(122.4)	—
Accounts payable	206.4	36.3	242.7
Fiduciary liabilities	—	1,470.7	1,470.7
Total	$1,713.4	$—	$1,713.4

	For the year ended December 31, 2021		
(in millions)	As reported	Change in presentation	As revised
Cash flows from operating activities:			
Premiums, commissions and fees receivable [1]	($72.8)	$10.9	($61.9)
Premiums payable to insurance companies	128.0	(128.0)	—
Premium deposits and credits due customers	19.6	(19.6)	—
Accounts payable	51.4	3.0	54.4
Cash flows from financing activities:			
Fiduciary receivables and liabilities, net	—	133.7	133.7
Total represented changes in cash flows	$126.2	$—	$126.2

(1) The caption of "Premiums, commissions and fees receivable" is now shown as "Commissions, fees and other receivables" in the Consolidated Statements of Cash Flows.

	For the year ended December 31, 2020		
(in millions)	As reported	Change in presentation	As revised
Cash flows from operating activities:			
Premiums, commissions and fees receivable [1]	($135.4)	$133.4	($2.0)
Premiums payable to insurance companies	158.8	(158.8)	—
Premium deposits and credits due customers	(12.9)	12.9	—
Accounts payable	107.8	3.8	111.6
Cash flows from financing activities:			
Fiduciary receivables and liabilities, net	—	8.7	8.7
Total represented changes in cash flows	$118.3	$—	$118.3

(1) The caption of "Premiums, commissions and fees receivable" is now shown as "Commissions, fees and other receivables" in the Consolidated Statements of Cash Flows.

Unremitted net insurance premiums are held in a fiduciary capacity until the Company disburses them, and the use of such funds is restricted by laws in certain jurisdictions in which our subsidiaries operate, or restricted due to our contracts with a certain insurance company or companies in which we hold premiums in a fiduciary capacity. Where allowed by law, the Company invests these unremitted funds only in cash, money market accounts, tax-free variable-rate demand bonds and commercial paper held for a short-term. In certain states in which the Company operates, the use and investment alternatives for these funds are regulated and restricted by various state laws and agencies. The interest income earned on these unremitted funds, where allowed by state law, is reported as investment income in the Consolidated Statement of Income.

In other circumstances, the insurance companies collect the premiums directly from the insureds and remit the applicable commissions to the Company. Accordingly, as reported in the Consolidated Balance Sheets, commissions are receivables from insurance companies. Fees are primarily receivables due from customers.

Investments

Certificates of deposit, and other securities, having maturities of more than three months when purchased are reported at cost and are adjusted for other-than-temporary market value declines. The Company's investment holdings include U.S. Government securities, municipal bonds, domestic corporate and foreign corporate bonds as well as short-duration fixed income funds. Investments within the portfolio or funds are held as available-for-sale and are carried at their fair value. Any gain/loss applicable from the fair value change is recorded, net of tax, as other comprehensive income within the equity section of the Consolidated Balance Sheets. Realized gains and losses are reported as investment income on the Consolidated Statements of Income, with the cost of securities sold determined on a specific identification basis.

Fixed Assets

Fixed assets, including leasehold improvements, are carried at cost, less accumulated depreciation and amortization. Expenditures for improvements are capitalized, and expenditures for maintenance and repairs are expensed to operations as incurred. Upon sale or retirement, the cost and related accumulated depreciation and amortization are removed from the accounts. Depreciation has been determined using the straight-line method over the estimated useful lives of the related assets, which range from 3 to 40 years. Leasehold improvements are amortized on the straight-line method over the shorter of the useful life of the improvement or the term of the related lease.

Goodwill and Amortizable Intangible Assets

All of our business combinations are accounted for using the acquisition method. Acquisition purchase prices are typically based upon a multiple of average annual EBITDAC (defined below), and/or revenue earned over a period of 3 years within a minimum and maximum price range. The recorded purchase prices for acquisitions include an estimation of the fair value of liabilities associated with any potential earn-out provisions. Subsequent changes in the fair value of earn-out obligations are recorded in the Consolidated Statements of Income when incurred.

The fair value of earn-out obligations is based upon the present value of the expected future payments to be made to the sellers of the acquired businesses in accordance with the provisions contained in the respective purchase agreements. In determining fair value, the acquired business' future performance is estimated using financial projections developed by management for the acquired business and this estimate reflects market participant assumptions regarding revenue growth and/or profitability. The expected future payments are estimated on the basis of the earn-out formula and performance targets specified in each purchase agreement compared to the associated financial projections. These estimates are then discounted to present value using a risk-adjusted rate that takes into consideration the likelihood that the forecast earn-out payments will be made.

Amortizable intangible assets are stated at cost, less accumulated amortization, and consist of purchased customer accounts and non-compete agreements. Purchased customer accounts and non-compete agreements are amortized on a straight-line basis over the related estimated lives and contract periods, which typically range from 3 to 15 years. Purchased customer accounts represent the value of the customer relationship, but also consist of records and files that contain information about insurance policies and the related insured parties that are essential to policy renewals.

The excess of the purchase price of an acquisition over the fair value of the identifiable tangible and amortizable intangible assets is assigned to goodwill. While goodwill is not amortizable, it is subject to assessment at least annually, and more frequently in the presence of certain circumstances, for impairment by application of a fair value-based test. The Company compares the fair value of each reporting unit with its carrying amount to determine if there is potential impairment of goodwill. The Company may elect to first perform a qualitative assessment to determine whether it is more likely than not that a reporting unit is impaired. If the Company does not perform a qualitative assessment, or as a result of the qualitative assessment, it is not determined that the fair value of the reporting unit more likely than not exceeds the carrying amount, the Company will calculate the fair value of the reporting unit for comparison against the carrying value. If the fair value of the reporting unit is less than its carrying value, an impairment loss is recorded to the extent that the fair value of the goodwill within the reporting unit is less than its carrying value. Fair value is estimated based upon multiples of earnings before interest, income taxes, depreciation, amortization and change in estimated acquisition earn-out payables ("EBITDAC"), or on a discounted cash flow basis. The Company completed its most recent annual assessment as of November 30, 2022 and determined that the fair value of goodwill exceeded the carrying value of such assets. In addition, as of December 31, 2022, there are no accumulated impairment losses.

The carrying value of amortizable intangible assets attributable to each business or asset group comprising the Company is periodically reviewed by management to determine if there are events or changes in circumstances that would indicate that its carrying amount may not be recoverable. Accordingly, if there are any such changes in circumstances during the year, the Company assesses the carrying value of its amortizable intangible assets by considering the estimated future undiscounted cash flows generated by the corresponding business or asset group. Any impairment identified through this assessment may require that the carrying value of related amortizable intangible assets be adjusted after determining the fair value of the amortizable intangible assets. There were no impairments recorded for the years ended December 31, 2022, 2021 and 2020.

Income Taxes

The Company records income tax expense using the asset-and-liability method of accounting for deferred income taxes. Under this method, deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial statement carrying values and the income tax bases of the Company's assets and liabilities.

The Company files a consolidated federal income tax return and has elected to file consolidated returns in certain states. Deferred income taxes are provided for in the Consolidated Financial Statements and relate principally to expenses charged to income for financial reporting purposes in one period and deducted for income tax purposes in other periods.

Net Income Per Share

Basic net income per share is computed based on the weighted average number of common shares (including participating securities) issued and outstanding during the period. Diluted net income per share is computed based on the weighted average number of common shares issued and outstanding plus equivalent shares, assuming the issuance of all potentially issuable common shares. The dilutive effect of potentially issuable common shares is computed by application of the treasury stock method.

The following is a reconciliation between basic and diluted weighted average shares outstanding for the years ended December 31:

(in millions, except per share data)	2022	2021	2020
Net income	$671.8	$587.1	$480.5
Net income attributable to unvested awarded performance stock	(12.7)	(12.9)	(15.2)
Net income attributable to common shares	$659.1	$574.2	$465.3
Weighted average number of common shares outstanding – basic	282.9	282.2	283.3
Less unvested awarded performance stock included in weighted average number of common shares outstanding – basic	(5.4)	(6.2)	(9.0)
Weighted average number of common shares outstanding for basic earnings per common share	277.5	276.0	274.3
Dilutive effect of stock options	1.1	1.4	1.5
Weighted average number of shares outstanding – diluted	278.6	277.4	275.8
Net income per share:			
Basic	$2.38	$2.08	$1.70
Diluted	$2.37	$2.07	$1.69

Fair Value of Financial Instruments

The carrying amounts of the Company's financial assets and liabilities, including cash and cash equivalents; fiduciary cash; short-term investments; investments; fiduciary receivables, commissions, fees and other receivables; reinsurance recoverable; prepaid reinsurance premiums; fiduciary liabilities; losses and loss adjustment reserve; unearned premium; accounts payable and accrued expenses and other liabilities, at December 31, 2022 and 2021, approximate fair value because of the short-term maturity of these instruments. The carrying amount of the Company's long-term debt approximates fair value at December 31, 2022 and 2021 as our fixed-rate borrowings of $2,738.8 million approximate their values using market quotes of notes with the similar terms as ours, which we deem a close approximation of current market rates. The estimated fair value of our variable floating rate debt agreements is $1,225.6 million which approximates the carrying value due to the variable interest rate based upon adjusted LIBOR and SOFR. See Note 3 to our Consolidated Financial Statements for the fair values related to the establishment of intangible assets and the establishment and adjustment of earn-out payables. See Note 6 for information on the fair value of investments and Note 9 for information on the fair value of long-term debt.

Non-Cash Stock-Based Compensation

The Company has stock-based compensation plans that provide for grants of restricted stock, restricted stock units, stock options and other stock-based awards to employees and non-employee directors of the Company. In addition, the Company has an Employee Stock Purchase Plan which allows employees to purchase shares in the Company. The Company expenses stock-based compensation, which is included in Employee compensation and benefits in the Consolidated Statements of Income over the requisite service period. The significant assumptions underlying our expense calculations include the fair value of the award on the date of grant, the estimated achievement of any performance targets and estimated forfeiture rates.

The Company uses the Black-Scholes valuation model for valuing all stock options and shares purchased under the Employee Stock Purchase Plan (the "ESPP"). Compensation for non-vested stock awards is measured at fair value on the grant date based upon the number of shares expected to vest. Compensation cost for all awards is recognized in earnings, net of estimated forfeitures, on a straight-line basis over the requisite service period.

Reinsurance

The Company acts in a risk-bearing capacity for flood insurance associated with the Wright National Flood Insurance Company ("WNFIC"), which is part of our National Programs segment. The Company protects itself from claims-related losses by reinsuring all claims risk exposure. However, for basic admitted policies conforming to the National Flood Insurance Program all exposure is reinsured with the Federal Emergency Management Agency ("FEMA"). For excess flood and private flood insurance policies, all exposure is reinsured with a reinsurance carrier with an AM Best Company rating of "A" or better. Reinsurance does not legally discharge the ceding insurer from

the primary liability for the full amount due under the reinsured policies. Reinsurance premiums, commissions, expense reimbursement and reserves related to ceded business are accounted for on a basis consistent with the accounting for the original policies issued and the terms of reinsurance contracts. Premiums earned and losses and loss adjustment expenses incurred are reported net of reinsurance amounts. Other underwriting expenses are shown net of earned ceding commission income. The liabilities for unpaid losses and loss adjustment expenses and unearned premiums are reported gross of ceded reinsurance recoverable.

Balances due from reinsurers on unpaid losses and loss adjustment expenses, including an estimate of such that is recoverable related to reserves for incurred but not reported ("IBNR") losses, are reported as assets and are included in reinsurance recoverable even though amounts due on unpaid loss and loss adjustment expense are not recoverable from the reinsurer until such losses are paid. The Company does not believe it is exposed to any material credit risk through its reinsurance as the reinsurer is FEMA for basic admitted flood policies and national reinsurance carriers for private flood policies, which has an AM Best Company rating of "A" or better. Historically, no amounts due from reinsurance carriers have been written off as uncollectible.

The Company also participates in two Captives for the purpose of facilitating additional underwriting capacity, generating additional revenues and participating in underwriting results. One Captive operates on a quota share basis, currently focused on property insurance for earthquake and wind exposed properties for policies placed by certain of our MGA businesses. This Captive buys reinsurance, limiting, but not fully eliminating the Company's exposure to claims expenses. The other Captive operates through an-excess of loss or reinsurance layers associated with placements made by one of our MGA businesses focused on residential property primarily in the southeastern United States. This Captive has capped exposure through contractual aggregate limits on the reinsurance participations it assumes with one layer of per risk excess reinsurance and three layers of catastrophe per occurrence reinsurance. All four layers have limited reinstatements and therefore have capped, maximum aggregate limits.

Unpaid Losses and Loss Adjustment Reserve

Unpaid losses and loss adjustment reserve includes amounts determined on individual claims and other estimates based upon the past experience and the policyholders for IBNR claims, less anticipated salvage and subrogation recoverable. The methods of making such estimates and for establishing the resulting reserves are continually reviewed and updated, and any adjustments resulting therefrom are reflected in operations currently.

The Company engages the services of outside actuarial consulting firms (the "Actuaries") to assist on an annual basis to render an opinion on the sufficiency of the Company's estimates for unpaid losses and related loss adjustment reserve. The Actuaries utilize both industry experience and the Company's own experience to develop estimates of those amounts as of year-end. These estimated liabilities are subject to the impact of future changes in claim severity, frequency and other factors. In spite of the variability inherent in such estimates, management believes that the liabilities for unpaid losses and related loss adjustment reserve are adequate.

Premiums are recognized as income over the coverage period of the related policies. Unearned premiums represent the portion of premiums written that relate to the unexpired terms of the policies in force and are determined on a daily pro rata basis. The income is recorded to the commissions and fees line of the Consolidated Statements of Income.

NOTE 2 Revenues

The following tables present the revenues disaggregated by revenue source:

	For the year ended December 31, 2022					
(in millions)	Retail	National Programs	Wholesale Brokerage	Services	Other[8]	Total
Base commissions[1]	$1,420.9	$590.2	$366.6	$—	$—	$2,377.7
Fees[2]	473.5	198.5	68.5	171.9	(1.2)	911.2
Other supplemental commissions[3]	138.4	15.4	5.4	—	—	159.2
Profit-sharing contingent commissions[4]	48.8	27.6	12.3	—	—	88.7
Earned premium[5]	—	26.4	—	—	—	26.4
Investment income[6]	0.1	1.3	0.3	—	4.8	6.5
Other income, net[7]	2.6	0.1	0.3	—	0.7	3.7
Total Revenues	$2,084.3	$859.5	$453.4	$171.9	$4.3	$3,573.4

	For the year ended December 31, 2021					
(in millions)	Retail	National Programs	Wholesale Brokerage	Services	Other[8]	Total
Base commissions[1]	$1,198.1	$488.7	$323.1	$—	$0.1	$2,010.0
Fees[2]	414.9	173.8	67.2	178.9	(1.8)	833.0
Other supplemental commissions[3]	114.7	3.3	4.3	—	—	122.3
Profit-sharing contingent commissions[4]	38.9	35.3	8.0	—	—	82.2
Earned premium[5]	—	—	—	—	—	—
Investment income[6]	0.3	0.6	0.2	—	—	1.1
Other income, net[7]	1.0	0.2	0.6	—	1.0	2.8
Total Revenues	$1,767.9	$701.9	$403.4	$178.9	($0.7)	$3,051.4

	For the year ended December 31, 2020					
(in millions)	Retail	National Programs	Wholesale Brokerage	Services	Other[8]	Total
Base commissions[1]	$1,054.6	$422.9	$273.9	$—	$—	$1,751.4
Fees[2]	275.9	159.2	66.0	174.0	(1.1)	674.0
Other supplemental commissions[3]	105.0	0.3	4.4	—	—	109.7
Profit-sharing contingent commissions[4]	35.8	27.3	7.9	—	—	71.0
Earned premium[5]	—	—	—	—	—	—
Investment income[6]	0.2	0.8	0.2	—	1.6	2.8
Other income, net[7]	1.3	0.1	0.4	—	2.7	4.5
Total Revenues	$1,472.8	$610.6	$352.8	$174.0	$3.2	$2,613.4

(1) Base commissions generally represent a percentage of the premium paid by an insured and are affected by fluctuations in both premium rate levels charged by insurance companies and the insureds' underlying "insurable exposure units," which are units that insurance companies use to measure or express insurance exposed to risk (such as property values, or sales and payroll levels) to determine what premium to charge the insured. Insurance companies establish these premium rates based upon many factors, including loss experience, risk profile and reinsurance rates paid by such insurance companies, none of which we control.

(2) Fee revenues relate to fees for services other than securing coverage for our customers, fees negotiated in lieu of commissions, and F&I products and services.

(3) Other supplemental commissions include additional commissions over base commissions received from insurance carriers based on predetermined growth or production measures. This includes incentive commissions and guaranteed supplemental commissions.

(4) Profit-sharing contingent commissions are based primarily on underwriting results, but may also reflect considerations for volume, growth and/or retention.

(5) Earned premium relates to the premiums earned in the Captives.

(6) Investment income consists primarily of interest on cash and investments.

(7) Other income consists primarily of legal settlements and other miscellaneous income.

(8) Fees within Other reflects the elimination of intercompany revenues.

Revenues Disaggregated by Geography

The following table presents the revenues disaggregated by geographic area where our services are being performed:

	For the year ended December 31,		
(in millions)	**2022**	**2021**	**2020**
U.S.	$3,332.8	$2,973.4	$2,578.3
U.K.	170.0	15.5	12.7
Ireland	38.1	34.1	—
Canada	23.6	21.3	16.2
Other	8.9	7.1	6.2
Total Revenues	$3,573.4	$3,051.4	$2,613.4

Contract Assets and Liabilities

The balances of contract assets and contract liabilities arising from contracts with customers as of December 31, 2022 and 2021 were as follows:

(in millions)	**December 31, 2022**	**December 31, 2021**
Contract assets	$431.2	$361.8
Contract liabilities	$113.3	$97.9

Unbilled receivables (contract assets) arise when the Company recognizes revenue for amounts which have not yet been billed in our systems and are reflected in commissions, fees and other receivables in the Company's Consolidated Balance Sheets. The increase in contract assets over the balance as of December 31, 2021 is due to growth in our business and from businesses acquired in the current year.

Deferred revenue (contract liabilities) relates to payments received in advance of performance under the contract before the transfer of a good or service to the customer. Deferred revenue is reflected within accrued expenses and other liabilities for those to be recognized in less than 12 months and in other liabilities for those to be recognized more than 12 months from the date presented in the Company's Consolidated Balance Sheets.

As of December 31, 2022, deferred revenue consisted of $79.9 million as current portion to be recognized within one year and $33.4 million in long-term to be recognized beyond one year. As of December 31, 2021, deferred revenue consisted of $67.4 million as current portion to be recognized within one year and $30.5 million in long-term deferred revenue to be recognized beyond one year.

Contract assets and contract liabilities arising from acquisitions in 2022 were approximately $12.0 million and $4.4 million, respectively. Contract assets and contract liabilities arising from acquisitions in 2021 were approximately $5.5 million and $1.2 million, respectively.

During the twelve months ended December 31, 2022, 2021, and 2020, the amount of revenue recognized related to performance obligations satisfied in a previous period, inclusive of changes due to estimates, was approximately $25.8 million, $23.3 million, and $8.9 million, respectively. The $25.8 million and $23.3 million for 2022 and 2021 consists of additional variable consideration received on our incentive and profit-sharing contingent commissions, respectively. The $8.9 million for 2020 consists of $18.1 million of additional variable consideration received on our incentive and profit-sharing contingent commissions, offset by $7.1 million of revised estimates related to variable consideration on policies where the exposure units were expected to be impacted by COVID-19 and $2.1 million of other adjustments.

Other Assets and Deferred Cost

Incremental cost to obtain – The Company defers certain costs to obtain customer contracts primarily as they relate to commission-based compensation plans in the Retail segment, in which the Company pays an incremental amount of compensation on new business. These incremental costs are deferred and amortized over a 15-year period. The cost to obtain balance within the Other assets caption in the Company's Consolidated Balance Sheets was $76.0 million and $58.2 million as of December 31, 2022 and December 31, 2021, respectively. For the twelve months ended December 31, 2022 and December 31, 2021, the Company deferred $23.0 million and $19.8 million of incremental cost to obtain customer contracts, respectively. The Company recorded an expense of $5.2 million and $3.8 million associated with the incremental cost to obtain customer contracts for the twelve months ended December 31, 2022 and December 31, 2021, respectively.

Cost to fulfill – The Company defers certain costs to fulfill contracts and recognizes these costs as the associated performance obligations are fulfilled. The cost to fulfill balance within the other current assets caption in the Company's Consolidated Balance Sheets was $108.7 million as of December 31, 2022, which is inclusive of deferrals from businesses acquired in the current year of $14.1 million. The cost to fulfill balance as of December 31, 2021 was $89.3 million, which is inclusive of deferrals from businesses acquired in the year of $9.9 million. For the twelve months ended December 31, 2022 and 2021, the Company had net deferrals of $6.7 million and $1.6 million related to current year deferrals for costs incurred that relate to performance obligations yet to be fulfilled, net of the expense of previously deferred contract fulfillment costs associated with performance obligations that were satisfied in the period, respectively.

NOTE 3 Business Combinations

During the year ended December 31, 2022, the Company acquired the assets and assumed certain liabilities of 12 insurance intermediaries, all the stock of 11 insurance intermediaries, and 7 books of businesses (customer accounts). Additionally, adjustments were recorded to the purchase price allocation of certain prior acquisitions completed within the last 12 months as permitted by ASC Topic 805 - *Business Combinations* ("ASC 805"). Such adjustments are presented in the "Other" category within the following two tables. The recorded purchase price for all acquisitions includes an estimation of the fair value of liabilities associated with any potential earn-out provisions. Subsequent changes in the fair value of earn-out obligations will be recorded in the Consolidated Statements of Income when incurred.

The fair value of earn-out obligations is based on the present value of the expected future payments to be made to the sellers of the acquired businesses in accordance with the provisions outlined in the respective purchase agreements. In determining fair value, the acquired business's future performance is estimated using financial projections developed by management for the acquired business and reflects market participant assumptions regarding revenue growth and/or profitability. The expected future payments are estimated on the basis of the earn-out formula and performance targets specified in each purchase agreement compared to the associated financial projections. These payments are then discounted to present value using a risk-adjusted rate that takes into consideration the likelihood that the forecasted earn-out payments will be made.

Based on the acquisition date and the complexity of the underlying valuation work, certain amounts included in the Company's Consolidated Financial Statements may be provisional and thus subject to further adjustments within the permitted measurement period, as defined in ASC 805. For the year ended December 31, 2022, adjustments were made within the permitted measurement period that resulted in a decrease in the aggregate purchase price of the affected acquisitions of $0.1 million. These measurement period adjustments have been reflected as current period adjustments in the year ended December 31, 2022. The measurement period adjustments primarily impacted goodwill, with no effect on earnings or cash in the current period.

Gross cash paid for acquisitions was $2,544.4 million and $424.6 million in the years ended December 31, 2022 and 2021, respectively. We completed 30 acquisitions (including book of business purchases) during the year ended December 31, 2022. We completed 19 acquisitions (including book of business purchases) during the year ended December 31, 2021.

The following table summarizes the purchase price allocations made as of the date of each acquisition for current year acquisitions and adjustments made during the measurement period for prior year acquisitions. During the measurement periods, the Company will adjust assets or liabilities if new information is obtained about facts and circumstances that existed as of the acquisition date that, if known, would have resulted in the recognition of those assets and liabilities as of that date. These adjustments are made in the period in which the amounts are determined and the current period income effect of such adjustments will be calculated as if the adjustments had been completed as of the acquisition date.

(in millions) *(Name)*	Business segment	Effective date of acquisition	Cash paid	Common stock issued	Other payable	Recorded earn-out payable	Net assets acquired	Maximum potential earn-out payable
Orchid Underwriters Agency, LLC (Orchid)	National Programs	March 31, 2022	$476.2	$—	$—	$10.8	$487.0	$20.0
GRP (Jersey) Holdco Limited (GRP)	Retail National Programs Wholesale	July 1, 2022	1,839.8	14.7	—	—	1,854.5	—
First Insurance Solutions Ltd. (First)	Retail	July 8, 2022	13.0	—	1.4	8.3	22.7	9.2
BdB Holdings Limited (BdB)	Wholesale	August 1, 2022	75.3	—	—	11.1	86.4	36.3
Smithwick & Mariners Insurance, Inc. (Smithwick)	Retail	September 1, 2022	23.2	—	1.0	1.6	25.8	6.5
VistaNational Insurance Group, Inc. (VistaNational)	Retail	September 1, 2022	26.7	—	0.8	1.1	28.6	3.0
Taylor Berry Knight Limited (Taylor)	Retail	November 16, 2022	27.1	—	0.2	17.8	45.1	17.8
Other	Various	Various	63.1	—	2.2	22.6	87.9	19.6
Total			$2,544.4	$14.7	$5.6	$73.3	$2,638.0	$112.4

The following table summarizes the estimated fair values of the aggregate assets and liabilities acquired as of the date of each acquisition and adjustments made during the measurement period of the prior year acquisitions.

(in millions)	Orchid	GRP	First	BdB	Smithwick	VistaNational	Taylor	Other[1]	Total
Cash and equivalents	$3.2	$80.3	$2.4	$15.8	$—	$—	$1.0	$1.0	$103.7
Fiduciary cash	40.5	457.5	1.4	13.6	—	—	—	—	513.0
Fiduciary receivables	12.5	141.9	—	21.6	—	—	—	—	176.0
Other current assets	0.1	86.9	0.9	8.8	0.8	1.7	3.7	(7.8)	95.1
Fixed assets	1.8	12.7	—	0.6	—	0.1	0.2	0.1	15.5
Goodwill	411.9	1,366.5	14.5	56.0	19.7	20.9	34.7	70.3	1,994.5
Purchased customer accounts and other	107.8	496.8	5.2	14.0	6.7	6.1	8.7	23.9	669.2
Non-compete agreements	—	—	0.2	0.3	0.1	0.1	0.3	1.0	2.0
Operating lease right-of-use assets	6.0	18.7	—	—	—	—	—	—	24.7
Other assets	1.9	8.8	—	—	0.3	—	—	0.3	11.3
Total assets acquired	585.7	2,670.1	24.6	130.7	27.6	28.9	48.6	88.8	3,605.0
Fiduciary liabilities	(53.0)	(599.4)	(1.4)	(35.2)	—	—	—	—	(689.0)
Other current liabilities	(9.5)	(64.6)	(0.5)	(3.3)	(1.8)	(0.3)	(1.6)	(0.9)	(82.5)
Deferred income tax, net	(30.2)	(122.5)	—	(4.0)	—	—	—	—	(156.7)
Operating lease liabilities	(6.0)	(18.7)	—	—	—	—	—	—	(24.7)
Other long-term liabilities	—	(10.4)	—	(1.8)	—	—	(1.9)	—	(14.1)
Total liabilities assumed	(98.7)	(815.6)	(1.9)	(44.3)	(1.8)	(0.3)	(3.5)	(0.9)	(967.0)
Net assets acquired	$487.0	$1,854.5	$22.7	$86.4	$25.8	$28.6	$45.1	$87.9	$2,638.0

(1) The other column represents current year acquisitions with total net assets acquired of less than $20.0 million and adjustments from prior year acquisitions that were made within the permitted measurement period.

The weighted average useful lives for the acquired amortizable intangible assets are as follows: purchased customer accounts, 14.7 years; and non-compete agreements, 4.1 years.

Goodwill of $1,994.5 million, which is net of any opening balance sheet adjustments within the allowable measurement period, was allocated to the Retail, National Programs, and Wholesale Brokerage segments in the amounts of $1,366.6 million, $516.5 million, and $111.4 million, respectively. Of the total goodwill of $1,994.5 million, the amount currently deductible for income tax purposes is $74.4 million. Of the remaining $1,920.1 million of goodwill, $1,913.8 million relates to goodwill that will not be deductible for income tax purposes and $6.3 million relates to recorded earn-out payables which will not be deductible for income tax purposes until it is earned and paid.

For the acquisitions completed during 2022, the results of operations since the acquisition dates have been combined with those of the Company. The total revenues from the acquisitions completed through December 31, 2022 included in the Consolidated Statement of Income for the year ended December 31, 2022 were $217.1 million. The income before income taxes from the acquisitions completed through December 31, 2022, included in the Consolidated Statements of Income for the year ended December 31, 2022, was $8.8 million. If the acquisitions had occurred as of the beginning of the respective periods, the Company's estimated results of operations would be as shown in the following table. These unaudited pro forma results are not necessarily indicative of the actual results of operations that would have occurred had the acquisitions actually been made at the beginning of the respective periods.

Unaudited	**Year Ended December 31,**	
(in millions, except per share data)	**2022**	**2021**
Total revenues	$3,789.8	$3,514.1
Income before income taxes	$891.4	$776.2
Net income	$683.5	$597.4
Net income per share:		
Basic	$2.42	$2.11
Diluted	$2.41	$2.10
Weighted average number of shares outstanding:		
Basic	277,646	276,276
Diluted	278,783	277,667

Acquisitions in 2021

During the year ended December 31, 2021, the Company acquired the assets and assumed certain liabilities of 13 insurance intermediaries, all of the share capital of 1 insurance intermediary, all the stock of 2 insurance intermediaries, and 3 book of business (customer accounts). Additionally, miscellaneous adjustments were recorded to the purchase price allocation of certain prior acquisitions completed within the last twelve months as permitted by ASC 805. Such adjustments are presented in the "Other" category within the following two tables.

For the year ended December 31, 2021, several adjustments were made within the permitted measurement period that resulted in a decrease in the aggregate purchase price of the affected acquisitions of $0.5 million, relating to the assumption of certain liabilities.

The following table summarizes the purchase price allocation made as of the date of each acquisition for current year acquisitions and significant adjustments made during the measurement period for prior year acquisitions:

(in millions) *(Name)*	Business segment	Effective date of acquisition	Cash paid	Common stock issued	Other payable	Recorded earn-out payable	Net assets acquired	Maximum potential earn-out payable
O'Leary Insurances (O'Leary)	Retail	January 1, 2021	$117.4	$4.9	$—	$15.4	$137.7	$30.6
Piper Jordan LLC (Piper)	Retail	May 1, 2021	43.4	—	1.4	9.9	54.7	15.0
Berkshire Insurance Group, Inc. (Berkshire)	Retail	September 1, 2021	41.5	—	—	—	41.5	—
AGIS Network, Inc. (AGIS) (1)	Retail	September 1, 2021	11.2	—	24.1	0.8	36.1	12.3
Winston Financial Services, Inc. (Winston)	Retail	October 1, 2021	79.5	5.0	7.7	16.4	108.6	29.0
Remedy Analytics, Inc. (Remedy)	Retail	October 1, 2021	40.8	—	0.5	7.3	48.6	25.0
Heacock Insurance Group, LLC (Heacock)	Retail	October 1, 2021	18.2	—	0.5	1.9	20.6	6.0
Corporate Insurance Advisors, L.L.C. (CIA)	Retail	December 1, 2021	15.3	—	0.2	6.5	22.0	14.0
Rainmaker Advisory, LLC (Rainmaker)	Retail	December 1, 2021	14.2	—	0.7	5.9	20.8	10.0
HARCO Insurance Services, Inc. (HARCO)	Retail	December 31, 2021	24.3	—	1.0	4.4	29.7	7.3
Other	Various	Various	18.8	—	3.1	7.2	29.1	13.1
Total			$424.6	$9.9	$39.2	$75.7	$549.4	$162.3

The following table summarizes the estimated fair values of the aggregate assets and liabilities acquired as of the date of each acquisition and adjustments made during the measurement period of the prior year acquisitions.

(in millions)	O'Leary	Piper	Berkshire	AGIS	Winston	Remedy
Cash	$45.4	$—	$—	$—	$5.0	$6.7
Other current assets	43.5	2.4	1.6	13.7	7.5	1.8
Fixed assets	0.5	—	—	—	1.2	0.1
Goodwill	84.6	40.0	27.1	8.7	74.5	33.3
Purchased customer accounts	40.5	12.3	12.3	13.6	25.0	13.7
Non-compete agreements	0.8	—	—	0.1	0.9	0.5
Other assets	0.1	—	0.5	—	—	1.3
Total assets acquired	215.4	54.7	41.5	36.1	114.1	57.4
Other current liabilities	(72.6)	—	—	—	(5.5)	(5.2)
Deferred income tax, net	(5.1)	—	—	—	—	(3.6)
Other liabilities	—	—	—	—	—	—
Total liabilities assumed	(77.7)	—	—	—	(5.5)	(8.8)
Net assets acquired	$137.7	$54.7	$41.5	$36.1	$108.6	$48.6

(in millions)	Heacock	CIA	Rainmaker	HARCO	Other	Total
Cash	$—	$—	$—	$—	$0.7	$57.8
Other current assets	0.8	—	—	0.7	5.0	77.0
Fixed assets	—	—	—	0.1	—	1.9
Goodwill	13.9	17.3	15.0	20.6	15.0	350.0
Purchased customer accounts	5.8	4.8	5.8	8.2	11.7	153.7
Non-compete agreements	—	—	—	—	0.2	2.5
Other assets	0.4	0.3	—	0.5	0.3	3.4
Total assets acquired	20.9	22.4	20.8	30.1	32.9	646.3
Other current liabilities	(0.3)	(0.4)	—	(0.4)	(3.8)	(88.2)
Deferred income tax, net	—	—	—	—	—	(8.7)
Other liabilities	—	—	—	—	—	—
Total liabilities assumed	(0.3)	(0.4)	—	(0.4)	(3.8)	(96.9)
Net assets acquired	$20.6	$22.0	$20.8	$29.7	$29.1	$549.4

The weighted average useful lives for the acquired amortizable intangible assets are as follows: purchased customer accounts, 15 years; and non-compete agreements, 5 years.

Goodwill of $350.0 million, which is net of any opening balance sheet adjustments within the allowable measurement period, was allocated to the Retail, National Programs and Wholesale Brokerage segments in the amounts of $346.0 million, ($1.3) million, and $5.3 million, respectively. Of the total goodwill of $350.0 million, the amount currently deductible for income tax purposes is $179.1 million. $117.9 million is non-deductible related to the O'Leary and Remedy acquisitions and the remaining $53.0 million relates to the recorded earn-out payables and will not be deductible until it is earned and paid.

For the acquisitions completed during 2021, the results of operations since the acquisition dates have been combined with those of the Company. The total revenues from the acquisitions completed through December 31, 2021 included in the Consolidated Statement of Income for the year ended December 31, 2021 were $63.8 million. The income before income taxes, including the intercompany cost of capital charge, from the acquisitions completed through December 31, 2021 included in the Consolidated Statement of Income for the year ended December 31, 2021 was a loss of $10.6 million. If the acquisitions had occurred as of the beginning of the respective periods, the Company's results of operations would be as shown in the following table. These unaudited pro forma results are not necessarily indicative of the actual results of operations that would have occurred had the acquisitions actually been made at the beginning of the respective periods.

Unaudited	Year Ended December 31,	
(in millions, except per share data)	2021	2020
Total revenues	$3,128.5	$2,751.2
Income before income taxes	$779.5	$653.3
Net income	$600.0	$502.9
Net income per share:		
Basic	$2.13	$1.78
Diluted	$2.12	$1.77
Weighted average number of shares outstanding:		
Basic	276,024	274,334
Diluted	277,414	275,867

Acquisitions in 2020

During the year ended December 31, 2020, the Company acquired the assets and assumed certain liabilities of 20 insurance intermediaries, all the stock of 1 F&I administrative services company and 4 book of business (customer accounts). Additionally, miscellaneous adjustments were recorded to the purchase price allocation of certain prior acquisitions completed within the last twelve months as permitted by ASC 805. Such adjustments are presented in the "Other" category within the following two tables.

For the year ended December 31, 2020, several adjustments were made within the permitted measurement period that resulted in an increase in the aggregate purchase price of the affected acquisitions of $3.5 million, relating to the assumption of certain liabilities.

The following table summarizes the purchase price allocation made as of the date of each acquisition for current year acquisitions and significant adjustments made during the measurement period for prior year acquisitions:

(in millions) *(Name)*	Business segment	Effective date of acquisition	Cash paid	Common stock issued	Other payable	Recorded earn-out payable	Net assets acquired	Maximum potential earn-out payable
Special Risk Insurance Managers Ltd. (Special Risk)	National Programs	January 1, 2020	$70.2	$—	$—	$9.8	$80.0	$14.7
Texas All Risk General Agency, Inc. et al (Texas Risk)	Wholesale Brokerage	January 1, 2020	10.5	—	0.2	0.3	11.0	1.2
The Colonial Group, Inc. et al (Colonial)	Wholesale Brokerage	March 1, 2020	29.0	—	0.5	7.6	37.1	10.2
RLA Insurance Intermediaries, LLC (RLA)	Wholesale Brokerage	March 1, 2020	42.5	—	0.8	11.7	55.0	22.5
Dealer Financial Services of N.C., LLC d/b/a The Sterling Group (Sterling)	Retail	April 1, 2020	19.3	—	0.3	4.1	23.7	5.4
LP Insurance Services, LLC (LP)	National Programs	May 1, 2020	116.0	10.0	0.3	23.4	149.7	75.8
First Resource, Inc. (First)	Retail	July 1, 2020	10.7	—	0.4	3.8	14.9	5.8
Buiten & Associates, LLC (Buiten)	Retail	August 1, 2020	38.2	—	1.2	7.4	46.8	14.2
Amity Insurance, Inc. (Amity)	Retail	August 1, 2020	14.8	2.0	0.2	1.9	18.9	4.0
Frank E. Neal & Co., Inc. (Neal)	Retail	September 1, 2020	32.6	3.1	0.4	5.7	41.8	10.3
BrookStone Insurance Group, LLC (BrookStone)	Retail	September 1, 2020	12.0	—	—	1.1	13.1	1.9
VAS GenPar, LLC (VAS)	Retail	October 1, 2020	114.3	15.0	—	23.3	152.6	48.0
Bright & Associates, Inc. (Bright)	Retail	October 1, 2020	12.5	—	1.2	3.9	17.6	5.8
J.E. Brown & Associates Insurance Services, Inc. (J.E. Brown)	Wholesale Brokerage	October 1, 2020	33.3	—	1.0	6.0	40.3	10.4
CoverHound, Inc. and CyberPolicy, Inc. (CoverHound)	Retail	November 1, 2020	27.6	—	0.6	—	28.2	—
MAJ Companies, Ltd. (MAJ)	Retail	December 1, 2020	19.1	—	0.3	2.0	21.4	6.5
South & Western General Agency, Inc. (South & Western)	Wholesale Brokerage	December 1, 2020	69.7	—	1.2	7.3	78.2	18.0
Berry Insurance Group, Inc. (Berry)	Retail	December 31, 2020	35.3	—	—	3.7	39.0	6.5
Other	Various	Various	14.9	—	0.5	8.5	23.9	12.3
Total			$722.5	$30.1	$9.1	$131.5	$893.2	$273.5

The following table summarizes the estimated fair values of the aggregate assets and liabilities acquired as of the date of each acquisition.

(in millions)	Special Risk	Texas Risk	Colonial	RLA	Sterling	LP	First	Buiten	Amity	Neal
Cash	$—	$—	$—	$—	$—	$—	$—	$—	$—	$—
Other current assets	2.5	0.5	1.3	—	0.6	3.2	0.3	2.6	0.6	2.3
Fixed assets	0.3	—	0.1	—	—	1.9	—	0.1	0.1	0.1
Goodwill	63.1	9.0	27.9	53.6	17.3	100.0	9.5	33.6	15.5	28.9
Purchased customer accounts	14.3	3.2	9.2	12.3	6.0	44.8	5.1	11.3	5.6	13.2
Non-compete agreements	0.1	—	—	0.5	—	—	—	0.1	—	—
Other assets	—	—	—	—	—	—	—	—	—	0.3
Total assets acquired	80.3	12.7	38.5	66.4	23.9	149.9	14.9	47.7	21.8	44.8
Other current liabilities	(0.3)	(1.7)	(1.4)	(11.4)	(0.2)	—	—	(0.9)	(2.9)	(3.0)
Other liabilities	—	—	—	—	—	(0.2)	—	—	—	—
Total liabilities assumed	(0.3)	(1.7)	(1.4)	(11.4)	(0.2)	(0.2)	—	(0.9)	(2.9)	(3.0)
Net assets acquired	$80.0	$11.0	$37.1	$55.0	$23.7	$149.7	$14.9	$46.8	$18.9	$41.8

(in millions)	Brook Stone	VAS	Bright	J.E. Brown	Cover Hound	MAJ	South & Western	Berry	Other	Total
Cash	$—	$27.7	$—	$—	$—	$—	$—	$—	$—	$27.7
Other current assets	0.5	5.5	0.4	—	0.4	0.4	—	—	0.9	22.0
Fixed assets	0.1	0.1	—	—	6.4	—	0.2	—	—	9.4
Goodwill	8.6	100.8	12.2	31.5	19.5	13.0	63.1	29.7	11.3	648.1
Purchased customer accounts	3.7	48.2	5.1	9.5	3.7	8.0	18.5	9.7	8.6	240.0
Non-compete agreements	—	0.1	—	—	—	—	—	—	0.1	0.9
Other assets	0.3	—	—	—	—	—	—	—	3.1	3.7
Total assets acquired	13.2	182.4	17.7	41.0	30.0	21.4	81.8	39.4	24.0	951.8
Other current liabilities	(0.1)	(3.7)	(0.1)	(0.7)	(1.8)	—	(3.6)	(0.4)	(0.1)	(32.3)
Other liabilities	—	(26.1)	—	—	—	—	—	—	—	(26.3)
Total liabilities assumed	(0.1)	(29.8)	(0.1)	(0.7)	(1.8)	—	(3.6)	(0.4)	(0.1)	(58.6)
Net assets acquired	$13.1	$152.6	$17.6	$40.3	$28.2	$21.4	$78.2	$39.0	$23.9	$893.2

The weighted average useful lives for the acquired amortizable intangible assets are as follows: purchased customer accounts, 15 years; and non-compete agreements, 5 years.

Goodwill of $648.1 million was allocated to the Retail, National Programs, Wholesale Brokerage and Services segments in the amounts of $300.0 million, $163.1 million, $185.0 million and $0.1 million, respectively. Of the total goodwill of $648.1 million, $516.7 million is currently deductible for income tax purposes. The remaining $131.4 million relates to the recorded earn-out payables and will not be deductible until it is earned and paid.

For the acquisitions completed during 2020, the results of operations since the acquisition dates have been combined with those of the Company. The total revenues from the acquisitions completed through December 31, 2020 included in the Consolidated Statement of Income for the year ended December 31, 2020 were $93.9 million. The income before income taxes, including the intercompany cost of capital charge, from the acquisitions completed through December 31, 2020 included in the Consolidated Statement of Income for the year ended December 31, 2020 was $7.5 million. If the acquisitions had occurred as of the beginning of the respective periods, the Company's results of operations would be as shown in the following table. These unaudited pro forma results are not necessarily indicative of the actual results of operations that would have occurred had the acquisitions actually been made at the beginning of the respective periods.

Unaudited *(in millions, except per share data)*	**Year Ended December 31, 2020**
Total revenues	$2,714.3
Income before income taxes	$650.6
Net income	$500.9
Net income per share:	
Basic	$1.77
Diluted	$1.76
Weighted average number of shares outstanding:	
Basic	274,334
Diluted	275,867

ASC 805 is the authoritative guidance requiring an acquirer to recognize 100% of the fair values of acquired assets, including goodwill, and assumed liabilities (with only limited exceptions) upon initially obtaining control of an acquired entity. Additionally, the fair value of contingent consideration arrangements (such as earn-out purchase arrangements) at the acquisition date must be included in the purchase price consideration. The recorded purchase prices for acquisitions include an estimation of the fair value of liabilities associated with any potential earn-out provisions. Subsequent changes in these earn-out obligations will be recorded in the Consolidated Statements of Income when incurred or reasonably estimated. Estimations of potential earn-out obligations are typically based upon future earnings of the acquired operations or entities, usually for periods ranging from one to three years.

As of December 31, 2022, the fair values of the estimated acquisition earn-out payables were re-evaluated and measured at fair value on a recurring basis using unobservable inputs (Level 3) as defined in ASC 820-*Fair Value Measurement*. The resulting additions, payments and net changes, as well as the interest expense accretion on the estimated acquisition earn-out payables, for the years ended December 31, 2022, 2021 and 2020 were as follows:

	For the year ended December 31,		
(in millions)	**2022**	**2021**	**2020**
Balance as of the beginning of the period	$291.0	$258.9	$161.5
Additions to estimated acquisition earn-out payables from new acquisitions	73.3	75.8	131.4
Assumed estimated acquisition earn-out payables	34.8	—	—
Payments for estimated acquisition earn-out payables	(106.3)	(83.6)	(29.5)
Subtotal	292.8	251.1	263.4
Net change in earnings from estimated acquisition earn-out payables:			
Change in fair value on estimated acquisition earn-out payables	(45.9)	34.2	(11.8)
Interest expense accretion	7.0	6.2	7.3
Net change in earnings from estimated acquisition earn-out payables	(38.9)	40.4	(4.5)
Foreign currency translation adjustments during the year	(2.3)	(0.5)	—
Balance as of December 31,	$251.6	$291.0	$258.9

Of the $251.6 million of estimated acquisition earn-out payables as of December 31, 2022, $119.3 million was recorded as current liabilities within the accounts payable caption in the Company's Consolidated Balance Sheets and $132.3 million was recorded as non-current liabilities within the other liabilities caption in the Company's Consolidated Balance Sheets. Included within additions to estimated acquisition earn-out payables are any adjustments to opening balance sheet items within the allowable measurement period, which may therefore differ from previously reported amounts. Of the $291.0 million of estimated acquisition earn-out payables as of December 31, 2021, $78.4 million was recorded as accounts payable, and $212.6 million was recorded as other liabilities. Of the $258.9 million of estimated acquisition earn-out payables as of December 31, 2020, $79.2 million was recorded as accounts payable, and $179.7 million was recorded as other liabilities.

As of December 31, 2022, the maximum future contingency payments related to all acquisitions totaled $542.8 million. Four of the estimated acquisition earn-out payables assumed in connection with the acquisition of GRP included provisions with no maximum potential earn-out amount. The amount recorded for these acquisitions as of December 31, 2022, is $3.0 million. The Company deems a significant increase to this amount to be unlikely.

NOTE 4 Goodwill

The changes in the carrying value of goodwill by reportable segment for the years ended December 31, are as follows:

(in millions)	Retail	National Programs	Wholesale Brokerage	Services	Total
Balance as of January 1, 2021	$2,650.4	$1,091.1	$483.1	$171.3	$4,395.9
Goodwill of acquired businesses	346.0	(1.3)	5.3	—	350.0
Goodwill disposed of relating to sales of businesses	(3.1)	—	—	—	(3.1)
Foreign currency translation adjustments during the year	(6.1)	0.1	—	—	(6.0)
Balance as of December 31, 2021	$2,987.2	$1,089.9	$488.4	$171.3	$4,736.8
Goodwill of acquired businesses	1,366.6	516.5	111.4	—	1,994.5
Goodwill disposed of relating to sales of businesses	(38.5)	—	(7.7)	—	(46.2)
Foreign currency translation adjustments during the year	(6.3)	(4.0)	(0.6)	—	(10.9)
Balance as of December 31, 2022	$4,309.0	$1,602.4	$591.5	$171.3	$6,674.2

NOTE 5 Amortizable Intangible Assets

Amortizable intangible assets at December 31, 2022 and 2021 consisted of the following:

	December 31, 2022				December 31, 2021			
(in millions)	Gross carrying value	Accumulated amortization	Net carrying value	Weighted average life in years [1]	Gross carrying value	Accumulated amortization	Net carrying value	Weighted average life in years [1]
Purchased customer accounts	$2,957.7	($1,363.7)	$1,594.0	14.8	$2,311.6	($1,235.3)	$1,076.3	14.9
Non-compete agreements	39.3	(34.0)	5.3	4.4	37.6	(32.4)	5.2	4.5
Foreign currency translation adjustments during the year	(4.5)	0.4	(4.1)		—	—	—	
Total	$2,992.5	($1,397.3)	$1,595.2		$2,349.2	($1,267.7)	1,081.5	

(1) Weighted average life calculated as of the date of acquisition.

Amortization expense for amortizable intangible assets for the years ending December 31, 2023, 2024, 2025, 2026 and 2027 is estimated to be $161.6 million, $157.1 million, $154.2 million, $148.2 million and $135.5 million, respectively.

NOTE 6 Investments

At December 31, 2022, the Company's amortized cost and fair values of fixed maturity securities are summarized as follows:

(in millions)	Cost	Gross unrealized gains	Gross unrealized losses	Fair value
U.S. Treasury securities, obligations of U.S. Government Agencies and Municipalities	$22.8	$—	($1.8)	$21.0
Corporate debt	8.2	—	(0.4)	7.8
Total	$31.0	$—	($2.2)	$28.8

At December 31, 2022, the Company held $21.0 million in fixed income securities composed of U.S Treasury securities, securities issued by U.S. Government agencies and municipalities, and $7.8 million issued by corporations with investment-grade ratings. Of the total, $6.4 million is classified as short-term investments on the Consolidated Balance Sheets as maturities are less than one year in duration. Additionally, the Company holds $5.6 million in short-term investments, which are related to time deposits held with various financial institutions.

For securities in a loss position, the following table shows the investments' gross unrealized loss and fair value, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position as of December 31, 2022:

	Less than 12 Months		12 Months or More		Total	
(in millions)	Fair value	Unrealized losses	Fair value	Unrealized losses	Fair value	Unrealized losses
U.S. Treasury securities, obligations of U.S. Government Agencies and Municipalities	$4.7	($0.1)	$16.3	($1.7)	$21.0	($1.8)
Corporate debt	4.2	(0.1)	3.6	(0.3)	7.8	(0.4)
Total	$8.9	($0.2)	$19.9	($2.0)	$28.8	($2.2)

The unrealized losses from corporate issuers were caused by interest rate increases. At December 31, 2022, the Company had 33 securities in an unrealized loss position. The corporate securities are highly rated securities with no indicators of potential impairment. Based upon the ability and intent of the Company to hold these investments until recovery of fair value, which may be maturity, the bonds were not considered to be other-than-temporarily impaired at December 31, 2022.

At December 31, 2021, the Company's amortized cost and fair values of fixed maturity securities are summarized as follows:

(in millions)	Cost	Gross unrealized gains	Gross unrealized losses	Fair value
U.S. Treasury securities, obligations of U.S. Government Agencies and Municipalities	$30.2	$0.2	($0.4)	$30.0
Corporate debt	8.3	0.1	(0.1)	8.3
Total	$38.5	$0.3	($0.5)	$38.3

The following table shows the investments' gross unrealized loss and fair value, aggregated by investment category and length of time that individual securities have been in a continuous unrealized loss position as of December 31, 2021:

	Less than 12 Months		12 Months or More		Total	
(in millions)	Fair value	Unrealized losses	Fair value	Unrealized losses	Fair value	Unrealized losses
U.S. Treasury securities, obligations of U.S. Government Agencies and Municipalities	$16.8	($0.3)	$1.0	$—	$17.8	($0.3)
Corporate debt	3.9	(0.1)	—	—	3.9	(0.1)
Total	$20.7	($0.4)	$1.0	$—	$21.7	($0.4)

The unrealized losses in the Company's investments in U.S. Treasury Securities and obligations of U.S. Government Agencies and bonds from corporate issuers were caused by interest rate increases. At December 31, 2021, the Company had 23 securities in an unrealized loss position. The contractual cash flows of the U.S. Treasury Securities and obligations of the U.S. Government agencies investments are either guaranteed by the U.S. Government or an agency of the U.S. Government. Accordingly, it is expected that the securities would not be settled at a price less than the amortized cost of the Company's investment. The corporate securities are highly rated securities with no indicators of potential impairment. Based upon the ability and intent of the Company to hold these investments until recovery of fair value, which may be maturity, the bonds were not considered to be other-than-temporarily impaired at December 31, 2021.

The amortized cost and estimated fair value of the fixed maturity securities at December 31, 2022 by contractual maturity are set forth below:

(in millions)	Amortized cost	Fair value
Years to maturity:		
Due in one year or less	$6.5	$6.4
Due after one year through five years	24.5	22.4
Due after five years through ten years	—	—
Total	$31.0	$28.8

The amortized cost and estimated fair value of the fixed maturity securities at December 31, 2021 by contractual maturity are set forth below:

(in millions)	Amortized cost	Fair value
Years to maturity:		
Due in one year or less	$7.3	$7.4
Due after one year through five years	30.2	30.0
Due after five years through ten years	1.0	0.9
Total	$38.5	$38.3

The expected maturities in the foregoing table may differ from the contractual maturities because certain borrowers have the right to call or prepay obligations with or without penalty.

Proceeds from the sales and maturity of the Company's investment in fixed maturity securities were $7.3 million. This along with maturing time deposits yielded total cash proceeds from the sale of investments of $7.4 million in the period of January 1, 2022 to December 31, 2022. These proceeds, along with other sources of cash were used to purchase an additional $0.1 million of fixed maturity securities and to fund certain general corporate purposes. The gains and losses realized on those sales for the period from January 1, 2022 to December 31, 2022 were insignificant.

Proceeds from the sales and maturity of the Company's investment in fixed maturity securities were $9.2 million for the year ended December 31, 2021. This along with maturing time deposits yielded total cash proceeds from the sale of investments of $10.8 million in the period of January 1, 2021 to December 31, 2021. These proceeds were used to purchase an additional $12.4 million of fixed maturity securities and to fund certain general corporate purposes. The gains and losses realized on those sales for the period from January 1, 2021 to December 31, 2021 were insignificant.

Realized gains and losses are reported on the Consolidated Statement of Income, with the cost of securities sold determined on a specific identification basis.

At December 31, 2022, investments with a fair value of approximately $4.1 million were on deposit with state insurance departments to satisfy regulatory requirements.

NOTE 7 Fixed Assets

Fixed assets at December 31 consisted of the following:

(in millions)	2022	2021
Furniture, fixtures, equipment and software	$307.2	$259.1
Leasehold improvements	61.3	52.1
Land, buildings and improvements	108.4	97.2
Total cost	476.9	408.4
Less accumulated depreciation and amortization	(237.0)	(196.4)
Total	$239.9	$212.0

Depreciation expense for fixed assets amounted to $39.2 million in 2022, $33.3 million in 2021 and $26.3 million in 2020.

NOTE 8 Accrued Expenses and Other Liabilities

Accrued expenses and other current liabilities at December 31 consisted of the following:

(in millions)	2022	2021
Accrued incentive compensation	$234.5	$216.7
Accrued compensation and benefits	64.6	53.5
Lease liability [1]	45.0	43.4
Deferred revenue	79.9	67.4
Reserve for policy cancellations	39.2	29.2
Accrued interest	33.2	15.9
Accrued rent and vendor expenses	14.9	7.6
Other	30.2	22.5
Total	$541.5	$456.2

(1) The Lease liability is the current portion of the Operating lease liabilities as reflected in the Consolidated Balance Sheets as of December 31, 2022 and 2021.

NOTE 9 Long-Term Debt

Long-term debt at December 31, 2022 and 2021 consisted of the following:

(in millions)	December 31, 2022	December 31, 2021
Current portion of long-term debt:		
Current portion of 5-year term loan facility expires 2026	$15.6	$12.5
Current portion of 5-year term loan credit agreement expires 2023	210.0	30.0
Current portion of 5-year term loan credit agreement expires 2027	25.0	—
Total current portion of long-term debt	250.6	42.5
Long-term debt:		
Note agreements:		
4.200% senior notes, semi-annual interest payments, net of the unamortized discount, balloon due 2024	499.7	499.5
4.500% senior notes, semi-annual interest payments, net of the unamortized discount, balloon due 2029	349.7	349.6
2.375% senior notes, semi-annual interest payments, net of the unamortized discount, balloon due 2031	699.4	699.3
4.200% senior notes, semi-annual interest payments, net of the unamortized discount, balloon due 2032	598.0	—
4.950% senior notes, semi-annual interest payments, net of the unamortized discount, balloon due 2052	592.0	—
Total notes	2,738.8	1,548.4
Credit agreements:		
5-year term loan facility, periodic interest and principal payments, LIBOR plus up to 1.750%, expires October 27, 2026	218.8	234.4
5-year term loan facility, periodic interest and principal payments, LIBOR plus up to 1.750%, expires December 21, 2023	—	210.0
5-year revolving loan facility, periodic interest payments, LIBOR plus up to 1.525%, plus commitment fees up to 0.225%, expires October 27, 2026	—	—
3-year term loan facility, periodic interest and principal payments, SOFR plus up to 1.625%, expires March 31, 2025	300.0	—
5-year term loan facility, periodic interest and principal payments, SOFR plus up to 1.750%, expires March 31, 2027	456.2	—
Total credit agreements	975.0	444.4
Debt issuance costs (contra)	(22.3)	(12.4)
Total long-term debt less unamortized discount and debt issuance costs	3,691.5	1,980.4
Current portion of long-term debt	250.6	42.5
Total debt	**$3,942.1**	**$2,022.9**

On September 18, 2014, the Company issued $500.0 million of 4.200% unsecured Senior Notes due in 2024. The Senior Notes were given investment grade ratings of BBB-/Baa3 with a stable outlook. The notes are subject to certain covenant restrictions and regulations which are customary for credit rated obligations. At the time of funding, the proceeds were offered at a discount of the original note amount which also excluded an underwriting fee discount. The net proceeds received from the issuance were used to repay the outstanding balance of $475.0 million on the Revolving Credit Facility and for other general corporate purposes. As of December 31, 2022 and December 31, 2021, there was an outstanding debt balance of $500.0 million exclusive of the associated discount balance.

On December 21, 2018, the Company entered into a term loan credit agreement (the "Term Loan Credit Agreement") with the lenders named therein, Wells Fargo Bank, National Association, as administrative agent, and certain other banks as co-syndication agents and as joint lead arrangers and joint bookrunners. The Term Loan Credit Agreement provides for an unsecured term loan in the initial amount of $300.0 million, which may, subject to lenders' discretion, potentially be increased up to an aggregate amount of $450.0 million (the "Term Loan"). The Term Loan is repayable over the five-year term from the effective date of the Term Loan Credit Agreement, which was December 21, 2018. Based on the Company's net debt leverage ratio or a non-credit enhanced senior unsecured long-term debt rating as determined by Moody's Investor Service and Standard & Poor's Rating Service, the rates of interest charged on the term loan are 1.000% to 1.750%, above the adjusted 1-Month LIBOR rate. On December 21, 2018, the Company borrowed $300.0 million under the Term Loan Credit Agreement and used $250.0 million of the proceeds to reduce indebtedness under the Revolving Credit Facility. As of December 31, 2022, there was an outstanding debt balance issued under the Term Loan of $210.0 million. As of December 31, 2021, there was an outstanding debt balance issued under the Term Loan of $240.0 million.

On March 11, 2019, the Company completed the issuance of $350.0 million aggregate principal amount of the Company's 4.500% Senior Notes due 2029. The Senior Notes were given investment grade ratings of BBB-/Baa3 with a stable outlook. The notes are subject to certain covenant restrictions, which are customary for credit rated obligations. At the time of funding, the proceeds were offered at a discount of the original note amount, which also excluded an underwriting fee discount. The net proceeds received from the issuance were used to repay a portion of the outstanding balance of $350.0 million on the Revolving Credit Facility, utilized in connection with the financing related to our acquisition of Hays and for other general corporate purposes. As of December 31, 2022, and December 31, 2021 there was an outstanding debt balance of $350.0 million exclusive of the associated discount balance.

On September 24, 2020, the Company completed the issuance of $700.0 million aggregate principal amount of the Company's 2.375% Senior Notes due 2031. The Senior Notes were given investment grade ratings of BBB- stable outlook and Baa3 positive outlook. The notes are subject to certain covenant restrictions, which are customary for credit rated obligations. At the time of funding, the proceeds were offered at a discount of the original note amount, which also excluded an underwriting fee discount. The net proceeds received from the issuance were used to repay a portion of the outstanding balance of $200.0 million on the Revolving Credit Facility, utilized in connection with the financing related to the acquisitions of LP Insurance Services, LLP and CKP Insurance, LLC and for other general corporate purposes. As of December 31, 2022 and December 31, 2021, there was an outstanding debt balance of $700.0 million exclusive of the associated discount balance.

On October 27, 2021, the Company entered into an amended and restated credit agreement (the "Second Amended and Restated Credit Agreement") with the lenders named therein, JPMorgan Chase Bank, N.A. as administrative agent, Bank of America, N.A., Truist Bank and BMO Harris Bank N.A. as co-syndication agents, and U.S. Bank National Association, Fifth Third Bank, National Association, Wells Fargo Bank, National Association, PNC Bank, National Association, Morgan Stanley Senior Funding, Inc. and Citizens Bank, N.A. as co-documentation agents. The Second Amended and Restated Credit Agreement amended and restated the credit agreement dated April 17, 2014, among certain of such parties, as amended by that certain amended and restated credit agreement dated June 28, 2017 (the "Original Credit Agreement"). The Second Amended and Restated Credit Agreement, among other certain terms, extended the maturity of the Revolving Credit Facility of $800.0 million and unsecured term loans associated with the agreement of $250.0 million to October 27, 2026. At the time of the renewal, the Company added an additional $2.7 million in debt issuance costs related to the transaction. The Company carried forward $0.6 million of existing debt issuance costs related to the previous credit facility agreements while expensing $0.1 million in debt issuance costs due to certain lenders exiting the renewed facility agreement. As of December 31, 2022, there was an outstanding debt balance issued under the term loan of the Second Amended and Restated Credit Agreement of $234.4 million with no borrowings outstanding against the Revolving Credit Facility. As of December 31, 2021, there was an outstanding debt balance issued under the term loan of the Second Amended and Restated Credit Agreement of $246.9 million with no borrowings outstanding against the Revolving Credit Facility.

On March 17, 2022, the Company completed the issuance of $600.0 million aggregate principal amount of the Company's 4.200% Senior Notes due 2032 (the "2032 Notes") and $600.0 million aggregate principal amount of the Company's 4.950% Senior Notes due 2052 (the "2052 Notes," and together with the 2032 Notes, the "Notes"). The net proceeds to the Company from the issuance of the Notes, after deducting underwriting discounts and estimated offering expenses, were approximately $1,178.2 million. The Senior Notes were given investment grade ratings of BBB- stable outlook and Baa3 stable outlook. The 2032 Notes bear interest at the rate of 4.200% per year and will mature on March 17, 2032. The 2052 Notes bear interest at the rate of 4.950% per year and will mature on March 17, 2052. Interest on the Notes is payable semi-annually in arrears. The Notes are senior unsecured obligations of the Company and will rank equal in right of payment to all of the Company's existing and future senior unsecured indebtedness. The Company may redeem the Notes in

whole or in part at any time and from time to time, at the "make whole" redemption prices specified in the Prospectus Supplement for the Notes being redeemed, plus accrued and unpaid interest thereon to but excluding the redemption date. The Company used the net proceeds from the offering of the Notes, together with borrowings under its Revolving Credit Facility, cash on hand and other borrowings, to fund the cash consideration and other amounts payable in connection with our acquisition of GRP (Jersey) Holdco Limited and its businesses ("GRP") and to pay fees and expenses associated with the foregoing. As of December 31, 2022, there was a total outstanding debt balance of $1,200.0 million exclusive of the associated discount balance on both Notes.

On March 31, 2022 (the "Effective Date"), the Company entered into a Loan Agreement (the "Loan Agreement") with the lenders named therein, BMO Harris Bank N.A., as administrative agent, Fifth Third Bank, National Association, PNC Bank, National Association, U.S. Bank National Association and Wells Fargo Bank, National Association, as co-syndication agents and BMO Capital Markets Corp., BofA Securities, Inc., JPMorgan Chase Bank, N.A. and Truist Securities, Inc., as joint bookrunners and joint lead arrangers. The Loan Agreement evidences commitments for (i) unsecured delayed draw term loans in an aggregate amount of up to $300.0 million (the "Term A-1 Loan Commitment") and (ii) unsecured delayed draw term loans in an amount of up to $500.0 million (the "Term A-2 Commitment" and, together with the Term A-1 Loan Commitments, the "Term Loan Commitments"). The Company may, subject to satisfaction of certain conditions, including receipt of additional term loan commitments by new or existing lenders, increase either Term Loan Commitment or the term loans issued thereunder or issue new tranches of term loans in an aggregate additional amount of up to $400.0 million. The Company may borrow term loans (the "Term Loans") under either of the Term Loan Commitments during the period from the Effective Date until the date which is the first anniversary thereof. The Term Loans issued under the Term A-1 Loan Commitment ("Term A-1 Loans") are due and payable on the date that is the third anniversary of the Effective Date unless such maturity date is extended as provided under the Loan Agreement. The Term Loans issued under the Term A-2 Loan Commitment ("Term A-2 Loans") are repayable in installments until the fifth anniversary the Effective Date with any remaining outstanding amounts due and payable on such fifth anniversary of the Effective Date unless such maturity date is extended as provided under the Loan Agreement. The Loan Agreement includes various covenants (including financial covenants), limitations and events of default customary for similar facilities for similarly rated borrowers. As of December 31, 2022, there was an outstanding debt balance issued under the Term A-1 Loans of $300.0 million and an outstanding debt balance issued under Term A-2 Loans of $481.3 million.

The Second Amended and Restated Credit Agreement and Term Loan Credit Agreement require the Company to maintain certain financial ratios and comply with certain other covenants. The Company was in compliance with all such covenants as of December 31, 2022 and December 31, 2021.

The 30-day Adjusted LIBOR Rate for the term loan of the Second Amended and Restated Credit Agreement and Term Loan Credit Agreement as of December 31, 2022 was 4.438% and 4.375% respectively. The 1-month Term SOFR Rate for the Term A-1 Loans is 4.425% and the 1-month Term SOFR Rate for the Term A-2 Loans is 4.423% as of December 31, 2022.

Interest paid in 2022, 2021 and 2020 was $120.1 million, $61.5 million, and $52.4 million, respectively.

At December 31, 2022, maturities of long-term debt were $250.6 million in 2022, $568.7 million in 2023, $375.0 million in 2024, $218.8 million in 2025, $312.5 million in 2026, $350.0 million in 2029, $700.0 million in 2031, $600.0 million in 2032 and $600.0 million in 2052.

NOTE 10 Income Taxes

Significant components of the provision for income taxes for the years ended December 31 are as follows:

(in millions)	2022	2021	2020
Current:			
Federal	$124.1	$106.8	$93.7
State	35.3	32.6	34.1
Foreign	2.1	1.8	0.3
Total current provision	161.5	141.2	128.1
Deferred:			
Federal	38.9	28.0	11.6
State	8.2	5.0	4.1
Foreign	(4.3)	1.5	(0.2)
Total deferred provision	42.8	34.5	15.5
Total tax provision	$204.3	$175.7	$143.6

A reconciliation of the differences between the effective tax rate and the federal statutory tax rate for the years ended December 31 is as follows:

	2022	2021	2020
Federal statutory tax rate	21.0%	21.0%	21.0%
State income taxes, net of federal income tax benefit	4.7	4.7	5.3
Non-deductible employee stock purchase plan expense	0.2	0.2	0.3
Non-deductible meals and entertainment	0.1	—	0.1
Non-deductible officers' compensation	0.6	0.4	0.3
Tax benefit from stock-based compensation	(3.1)	(3.6)	(3.5)
Other, net	(0.2)	0.3	(0.5)
Effective tax rate	23.3%	23.0%	23.0%

Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the corresponding amounts used for income tax reporting purposes.

Significant components of the Company's net deferred tax liabilities as of December 31 are as follows:

(in millions)	2022	2021
Non-current deferred tax liabilities:		
Intangible assets	$631.6	$440.2
Fixed assets	21.1	20.0
Right-of-use assets	48.3	47.7
Impact of adoption of ASC 606 revenue recognition	19.8	15.2
Net unrealized holding (loss)/gain on available-for-sale securities	(0.4)	—
Total non-current deferred tax liabilities	720.4	523.1
Non-current deferred tax assets:		
Deferred compensation	67.4	66.4
Accruals and reserves	12.5	15.7
Lease liabilities	54.6	53.3
Net operating loss carryforwards and other carryforwards	3.0	1.9
Valuation allowance for deferred tax assets	(1.1)	(1.0)
Total non-current deferred tax assets	136.4	136.3
Net non-current deferred tax liability	$584.0	$386.8

Income taxes paid in 2022, 2021 and 2020 were $124.9 million, $147.5 million and $132.9 million, respectively.

At December 31, 2022, the Company had no net operating loss carryforwards for federal or foreign jurisdiction and $32.3 million net operating loss carryforwards for state income tax reporting purposes, portions of which expire in the years 2023 and thereafter. The state carryforward amount is derived from the operating results of certain subsidiaries. During 2022, the Company was able to utilize the 2021 net operating loss carryforward in Canada of $1.8 million.

A reconciliation of the beginning and ending amount of unrecognized tax benefits is as follows:

(in millions)	2022	2021	2020
Unrecognized tax benefits balance at January 1	$0.9	$1.3	$1.1
Gross increases for tax positions of prior years	2.2	0.3	0.9
Gross decreases for tax positions of prior years	—	(0.5)	(0.7)
Settlements	—	(0.2)	—
Unrecognized tax benefits balance at December 31	$3.1	$0.9	$1.3

The Company recognizes interest and penalties related to uncertain tax positions in income tax expense. As of December 31, 2022, 2021 and 2020 the Company had $0.7 million, $0.3 million and $0.3 million of accrued interest and penalties related to uncertain tax positions, respectively.

The total amount of unrecognized tax benefits that would affect the Company's effective tax rate if recognized was $3.1 million as of December 31, 2022, $0.9 million as of December 31, 2021 and $1.3 million as of December 31, 2020. The Company does not expect its unrecognized tax benefits to change significantly over the next twelve months.

The Company is subject to taxation in the United States and various state jurisdictions. The Company is also subject to taxation in the United Kingdom, Ireland, Belgium, Italy and Canada. In the United States, federal returns for fiscal years 2019 through 2022 remain open and subject to examination by the Internal Revenue Service. The Company files and remits state income taxes in various states where the Company has determined it is required to file state income taxes. The Company's filings with those states remain open for audit for the fiscal years 2018 through 2022. In the United Kingdom, the Company's filings remain open for audit for the fiscal years 2021 through 2022. In Canada, the Company's filings remain open for audit for the fiscal years 2017 through 2022. In Ireland, the Company's filings remain open for audit for the fiscal years 2018 through 2022. In Belgium, the Company's filings remain open for audit for the fiscal years 2019 through 2022. In Italy, the Company's filings remain open for audit for the fiscal years 2017 through 2022. The Company also operates in Bermuda and the Cayman Islands. The Company is not subject to any income taxes in these countries.

During 2021, the Company settled the previously disclosed State of Wisconsin income tax audit for the fiscal years 2015-2018, the State of Illinois income tax audit for the fiscal years 2015-2017, and the State of California income tax audit for the fiscal years 2015-2017. There were no material adjustments as a result of the finalization of these audits. The Company is currently under audit in the State of Massachusetts for the fiscal years 2015 through 2017. A subsidiary of the Company is currently under audit in the State of Wisconsin for the fiscal years 2017-2020 and with the Internal Revenue Service for the fiscal years 2018-2020.

During 2022, the Company came under audit in the state of Massachusetts for the fiscal years 2018-2020. A subsidiary of the Company is currently under audit in the State of Missouri for the fiscal years 2019-2021.

In general, it is our practice and intention to reinvest the earnings of our non-U.S. subsidiaries in those operations. The Company has determined it is not practical to determine the unrecognized deferred tax liabilities on the undistributed earnings from the Company's international subsidiaries as such earnings are considered to be indefinitely reinvested.

NOTE 11 Employee Savings Plan

The Company has an Employee Savings Plan (401(k)) in which substantially all employees with more than 30 days of service are eligible to participate. Under this plan, the Company makes matching contributions of up to 4.0% of each participant's annual compensation. The Company's contribution expense to the plan totaled $42.7 million in 2022 and $35.6 million in 2021.

NOTE 12 Stock-Based Compensation

Performance Stock Plan

In 1996, the Company adopted and the shareholders approved a performance stock plan, under which until the suspension of the plan in 2010, up to 28,800,000 Performance Stock Plan ("PSP") shares could be granted to key employees contingent on the employees' future years of service with the Company and other performance-based criteria established by the Compensation Committee of the Company's board of directors. Before participants may take full title to Performance Stock, two vesting conditions must be met. Of the grants currently outstanding, specified portions satisfied the first condition for vesting based upon 20% incremental increases in the 20-trading-day average stock price of Brown & Brown's common stock from the price on the last business day before date of grant. Performance Stock that has satisfied the first vesting condition is considered "awarded shares." Awarded shares are included as issued and outstanding common stock shares and are included in the calculation of basic and diluted net income per share. Dividends are paid on awarded shares and participants may exercise voting privileges on such shares. Awarded shares satisfy the second condition for vesting on the earlier of a participant's: (i) 15 years of continuous employment with Brown & Brown from the date shares are granted to the participants (or, in the case of the July 2009 grant to Powell Brown, 20 years), (ii) attainment of age 64 (on a prorated basis corresponding to the number of years since the date of grant), or (iii) death or disability. On April 28, 2010, the PSP was suspended and any remaining authorized, but unissued shares, as well as any shares forfeited in the future, were reserved for issuance under the 2010 Stock Incentive Plan (the "2010 SIP").

At December 31, 2022, 10,163,420 shares had been granted, net of forfeitures, under the PSP. As of December 31, 2022, 708,380 shares had met the first condition of vesting and had been awarded, and 9,455,040 shares had satisfied both conditions of vesting and had been distributed to participants. Of the shares that have not vested as of December 31, 2022, the initial stock prices ranged from $8.30 to $10.31.

The Company uses a path-dependent lattice model to estimate the fair value of PSP grants on the grant date.

A summary of PSP activity for the years ended December 31, 2022, 2021 and 2020 is as follows:

	Weighted average grant date fair value	Granted shares	Awarded shares	Shares not yet awarded
Outstanding at January 1, 2020	$5.00	1,051,292	1,051,292	—
Granted	$—	—	—	—
Awarded	$—	—	—	—
Vested	$6.06	(119,072)	(119,072)	—
Forfeited	$5.03	(22,392)	(22,392)	—
Outstanding at December 31, 2020	$4.86	909,828	909,828	—
Granted	$—	—	—	—
Awarded	$—	—	—	—
Vested	$4.73	(45,736)	(45,736)	—
Forfeited	$5.50	(24,250)	(24,250)	—
Outstanding at December 31, 2021	$4.87	839,842	839,842	—
Granted	$—	—	—	—
Awarded	$—	—	—	—
Vested	$4.81	(101,900)	(101,900)	—
Forfeited	$4.80	(29,562)	(29,562)	—
Outstanding at December 31, 2022	$4.88	708,380	708,380	—

The total fair value of PSP grants that vested during each of the years ended December 31, 2022, 2021 and 2020 was $6.3 million, $2.3 million and $5.0 million, respectively.

Stock Incentive Plans

On April 28, 2010, the shareholders of the Company approved the 2010 Stock Incentive Plan ("2010 SIP"), which was suspended May 1, 2019. On May 1, 2019, the shareholders of the Company approved the 2019 Stock Incentive Plan ("2019 SIP") that provides for the granting of restricted stock, restricted stock units, stock options, stock appreciation rights and other stock-based awards to employees and directors contingent on performance-based and/or time-based criteria established by the Compensation Committee of the Company's board of directors. In addition, the 2019 SIP provides for a limited delegation of authority of the Company's chief executive officer to grant awards to individuals who are not subject to Section 16 of the Securities Exchange Act of 1934. The principal purpose of the 2019 SIP is to attract, incentivize and retain key employees by offering those persons an opportunity to acquire or increase a direct proprietary interest in the Company's operations and future success. The number of shares of stock reserved for issuance under the 2019 SIP is 2,283,475 shares, plus any shares that are authorized for issuance under the 2010 SIP (described below), and not already subject to grants under the 2010 SIP, and that were outstanding as of May 1, 2019, the date of suspension of the 2010 SIP, together with PSP shares, 2010 SIP shares and 2019 SIP shares forfeited after that date. As of May 1, 2019, 6,957,897 shares were available for issuance under the 2010 SIP, which were then transferred to the 2019 SIP.

The Company has granted restricted share awards (including both restricted stock and restricted stock units) to our employees in the form of time-based grants and performance-based grants under the 2010 SIP and 2019 SIP. To date, a substantial majority of restricted share grants to employees under these plans vest in 5 to 10 years. The performance-based grants are subject to the achievement of certain performance criteria by grantees, which may include growth in a defined book of business, Organic Revenue growth and operating profit growth of a profit center, Organic Revenue growth of the Company and consolidated diluted net income per share growth at certain levels of the Company. The performance measurement period ranges from 3 to 5 years. Beginning in 2016, certain performance-based grants have a payout range between 0% to 200% depending on the achievement against the stated performance target. Prior to 2016, the majority of the grants had a binary performance measurement criteria that only allowed for 0% or 100% payout.

Non-employee members of the board of directors received shares annually issued pursuant to the 2019 SIP as part of their annual compensation. A total of 16,490 shares were issued in May 2020, 16,857 shares were issued in May 2021 and 15,003 shares were issued in May 2022.

The Company uses the closing stock price on the day before the grant date to determine the fair value of grants under the 2010 SIP and 2019 SIP and then applies an estimated forfeiture factor to estimate the annual expense. Additionally, the Company uses the path-dependent lattice model to estimate the fair value of grants with PSP-type vesting conditions as of the grant date. SIP shares that satisfied the first vesting condition for PSP-type grants or the established performance criteria are considered awarded shares. Awarded shares under restricted stock awards are included as issued and outstanding common stock shares and are included in the calculation of basic and diluted net income per share.

A summary of 2010 SIP and 2019 SIP activity for the years ended December 31, 2022, 2021 and 2020 is as follows:

	Weighted average grant date fair value	Granted shares	Awarded shares	Shares not yet awarded
Outstanding at January 1, 2020	$18.10	11,641,918	8,070,576	3,571,342
Granted	$46.58	970,997	148,015	822,982 (1)
Awarded	$19.71	497,082	1,880,512	(1,383,430)
Vested	$15.97	(3,059,619)	(3,059,619)	—
Forfeited	$20.75	(356,041)	(119,637)	(236,404)
Outstanding at December 31, 2020	$19.89	9,694,337	6,919,847	2,774,490
Granted	$46.05	1,143,094	204,826	938,268 (2)
Awarded	$25.80	310,147	1,272,554	(962,407)
Vested	$15.73	(3,223,964)	(3,223,964)	—
Forfeited	$30.54	(315,168)	(147,702)	(167,466)
Outstanding at December 31, 2021	$21.59	7,608,446	5,025,561	2,582,885
Granted	$65.22	1,478,613	693,802	784,811 (3)
Awarded	$28.73	470,793	1,383,216	(912,423)
Vested	$20.09	(2,179,476)	(2,179,476)	—
Forfeited	$37.78	(313,428)	(168,454)	(144,974)
Outstanding at December 31, 2022	$25.01	7,064,948	4,754,649	2,310,299

(1) Of the 822,982 performance-based shares granted in 2020, the payout for 365,606 shares may be increased up to 200% of the target or decreased to zero, 20,611 shares may be increased up to 120% of the target or decreased to zero, 15,850 shares may be increased up to 150% of the target or decreased to zero and 56,226 shares may be increased up to 150% or decreased to 50% of target subject to the level of performance attained. The amount reflected in the table includes all time-based share grants at a target payout of 100%.

(2) Of the 938,268 performance-based shares granted in 2021, the payout for 486,679 shares may be increased up to 200% of the target or decreased to zero, 21,651 shares may be increased up to 120% of the target or decreased to zero and 3,886 shares may be increased up to 150% or decreased to 50% of target subject to the level of performance attained. The amount reflected in the table includes all time-based share grants at a target payout of 100%.

(3) Of the 784,811 performance-based shares grant in 2022, the payout for 378,836 shares may be increased up to 200% of the target or decreased to zero, 15,114 shares may be increased up to 120% of the target or decreased to zero. The amount reflected in the table includes all time-based share grants at a target payout of 100%.

The following table sets forth information as of December 31, 2022, 2021 and 2020, with respect to the number of time-based restricted shares granted and awarded, the number of performance-based restricted shares granted, and the number of performance-based restricted shares awarded under our Performance Stock Plan and 2010 and 2019 Stock Incentive Plans:

Year	Time-based restricted stock granted and awarded	Performance-based restricted stock granted	Performance-based restricted stock awarded
2022	693,802	784,811 (1)	1,383,216
2021	204,826	938,268 (2)	1,272,554
2020	148,015	822,982 (3)	1,880,512

(1) Of the 784,811 performance-based shares granted in 2022, the payout for 378,836 shares may be increased up to 200% of the target or decreased to zero, 15,114 shares may be increased up to 120% of the target or decreased to zero. The amount reflected in the table includes all time-based share grants at a target payout of 100%.

(2) Of the 938,268 performance-based shares granted in 2021, the payout for 486,679 shares may be increased up to 200% of the target or decreased to zero, 21,651 shares may be increased up to 120% of the target or decreased to zero and 3,886 shares may be increased up to 150% or decreased to 50% of target subject to the level of performance attained. The amount reflected in the table includes all time-based share grants at a target payout of 100%.

(3) Of the 822,982 performance-based shares granted in 2020, the payout for 365,606 shares may be increased up to 200% of the target or decreased to zero, 20,611 shares may be increased up to 120% of the target or decreased to zero, 15,850 shares may be increased up to 150% of the target or decreased to zero and 56,226 shares may be increased up to 150% or decreased to 50% of target subject to the level of performance attained. The amount reflected in the table includes all time-based share grants at a target payout of 100%.

At December 31, 2022, 6,088,438 shares were available for future grants under the 2019 SIP. This amount is calculated assuming the maximum payout for all grants.

Employee Stock Purchase Plan

The Company has a shareholder-approved Employee Stock Purchase Plan ("ESPP") with a total of 34,000,000 authorized shares of which 3,735,669 were available for future subscriptions as of December 31, 2022. Employees of the Company who regularly work 20 hours or more per week are generally eligible to participate in the ESPP. Participants, through payroll deductions, may allot up to 10% of their compensation towards the purchase of a maximum of $25,000 worth of Company stock between August 1st of each year and the following July 31st (the "Subscription Period") at a cost of 85% of the lower of the stock price as of the beginning or end of the Subscription Period.

The Company estimates the fair value of an ESPP share option as of the beginning of the Subscription Period as the sum of: (i) 15% of the quoted market price of the Company's stock on the day prior to the beginning of the Subscription Period, and (ii) 85% of the value of a one-year stock option on the Company stock using the Black-Scholes option-pricing model. The estimated fair value of an ESPP share option as of the Subscription Period beginning in August 2022 was $15.81. The fair values of an ESPP share option as of the Subscription Periods beginning in August 2021 and 2020, were $11.60 and $12.43, respectively.

For the ESPP plan years ended July 31, 2022, 2021 and 2020, the Company issued 791,842, 850,956 and 962,131 shares of common stock, respectively. These shares were issued at an aggregate purchase price of $36.5 million, or $46.10 per share, in 2022, $32.9 million, or $38.70 per share, in 2021 and $29.3 million, or $30.51 per share, in 2020.

For the five months ended December 31, 2022, 2021 and 2020 (portions of the 2022-2023, 2021-2022 and 2020-2021 plan years), 338,498, 354,911 and 381,371 shares of common stock (from authorized but unissued shares), respectively, were subscribed to by ESPP participants for proceeds of approximately $18.2 million, $16.4 million and $14.8 million, respectively.

Summary of Non-Cash Stock-Based Compensation Expense

The non-cash stock-based compensation expense for the years ended December 31 is as follows:

(in millions)	2022	2021	2020
Stock incentive plan	$55.4	$50.7	$50.2
Employee stock purchase plan	10.4	9.9	8.7
Performance stock plan	0.3	0.4	0.8
Total	$66.1	$61.0	$59.7

Summary of Unamortized Compensation Expense

As of December 31, 2022, the Company estimates there to be $164.3 million of unamortized compensation expense related to all non-vested stock-based compensation arrangements granted under the Company's stock-based compensation plans, based upon current projections of grant measurement against performance criteria. That expense is expected to be recognized over a weighted average period of 3.67 years.

NOTE 13 Supplemental Disclosures of Cash Flow Information and Non-Cash Financing and Investing Activities

Throughout 2020, the Company deferred $31.1 million in employer-only payroll tax payments as allowed under the Coronavirus Aid, Relief, and Economic Security Act (the "CARES" Act), which was signed into law on March 27, 2020. During 2022, there were no additional deferrals under the CARES Act. The Company paid the first installment of approximately $15.6 million in December 2021 and the second installment of approximately $15.6 million in December 2022.

During the second quarter of 2021, the Company received an $8.1 million reimbursement for capitalizable costs of public infrastructure improvements related to the construction of the Company's headquarters in accordance with an economic development grant agreement between the Company and the City of Daytona Beach and Volusia County. The reimbursement has been reflected as a reduction to the additions to fixed asset line item on the Consolidated Statements of Cash Flows for the year ended December 31, 2021.

During 2022, the company had an impact of $131.2 million of foreign exchange rate changes on cash and cash equivalents inclusive of fiduciary cash reported on its Consolidated Statements of Cash Flows which is primarily due to the decrease in currency exchange rates for British pounds and an additional smaller impact from the decline in currency exchange rates related to euro and Canadian dollar.

The Company's cash paid during the period for interest and income taxes are summarized as follows:

	Year ended December 31,		
(in millions)	**2022**	**2021**	**2020**
Cash paid during the period for:			
Interest	$120.1	$61.5	$52.4
Income taxes, net of refunds	$122.3	$146.9	$131.6

The Company's significant non-cash investing and financing activities are summarized as follows:

	Year ended December 31,		
(in millions)	**2022**	**2021**	**2020**
Other payables issued for agency acquisitions and purchased customer accounts	$5.6	$15.1	$9.1
Estimated acquisition earn-out payables and related charges	$73.3	$75.7	$131.4
Assumed acquisition earn-out payables	$34.8	$—	$—
Contingent payable issued for agency acquisition	$—	$24.1	$—
Common stock issued for agency acquisition	$14.7	$9.9	$—
Notes payable assumed for agency acquisition	$1.8	$1.4	$—

Our fiduciary cash balance is composed of funds held in separate premium trust accounts as required by state law or, in some cases, per agreement with our carrier partners. The following is a reconciliation of fiduciary cash as of December 31, 2022, 2021 and 2020.

	Balance as of December 31,		
(in millions)	**2022**	**2021**	**2020**
Table to reconcile restricted and non-restricted fiduciary cash			
Restricted fiduciary cash	$1,231.9	$583.2	$454.5
Non-restricted fiduciary cash	$151.3	$193.8	$161.2
Total restricted and non-restricted fiduciary cash at the end of the period	$1,383.2	$777.0	$615.7

The Company's fiduciary cash increased as of December 31, 2022 compared to December 31, 2021 primarily due to businesses acquired during 2022.

	Balance as of December 31,		
(in millions)	**2022**	**2021**	**2020**
Table to reconcile cash and cash equivalents inclusive of fiduciary cash			
Cash and cash equivalents	$650.0	$693.2	$656.2
Fiduciary Cash	$1,383.2	$777.0	$615.5
Total cash and cash equivalents inclusive of fiduciary cash at the end of the period	$2,033.2	$1,470.2	$1,271.9

NOTE 14 Commitments and Contingencies

Legal Proceedings

The Company records losses for claims in excess of the limits of, or outside the coverage of, applicable insurance at the time and to the extent they are probable and estimable. In accordance with ASC Topic 450-*Contingencies*, the Company accrues anticipated costs of settlement, damages, losses for liability claims and, under certain conditions, costs of defense, based upon historical experience or to the extent specific losses are probable and estimable. Otherwise, the Company expenses these costs as incurred. If the best estimate of a probable loss is a range rather than a specific amount, the Company accrues the amount at the lower end of the range.

The Company's accruals for legal matters that were probable and estimable were not material at December 31, 2022 and 2021. We continue to assess certain litigation and claims to determine the amounts, if any, that management believes will be paid as a result of such claims and litigation and, therefore, additional losses may be accrued and paid in the future, which could adversely impact the Company's operating results, cash flows and overall liquidity. The Company maintains third-party insurance policies to provide coverage for certain legal claims, in an effort to mitigate its overall exposure to unanticipated claims or adverse decisions. However, as (i) one or more of the Company's insurance carriers could take the position that portions of these claims are not covered by the Company's insurance, (ii) to the extent that payments are made to resolve claims and lawsuits, applicable insurance policy limits are eroded and (iii) the claims and lawsuits relating to these matters are continuing to develop, it is possible that future results of operations or cash flows for any particular quarterly or annual period could be materially affected by unfavorable resolutions of these matters. Based upon the AM Best Company ratings of these third-party insurers, management does not believe there is a substantial risk of an insurer's material non-performance related to any current insured claims.

On the basis of current information, the availability of insurance and legal advice, in management's opinion, the Company is not currently involved in any legal proceedings which, individually or in the aggregate, would have a material adverse effect on its financial condition, operations and/or cash flows.

NOTE 15 Leases

Substantially all of the Company's leases are classified as operating leases and primarily represent real estate leases for office space used to conduct the Company's business that expire on various dates through 2041. Leases generally contain renewal options and escalation clauses based upon increases in the lessors' operating expenses and other charges. The Company anticipates that most of these leases will be renewed or replaced upon expiration.

The Company assesses at inception of a contract if it contains a lease. This assessment is based on: (i) whether the contract involves the use of a distinct identified asset, (ii) whether the Company obtains the right to substantially all the economic benefit from the use of the asset throughout the period, and (iii) whether the Company has the right to direct the use of the asset.

The right-of-use asset is initially measured at cost, which is primarily composed of the initial lease liability, plus any initial direct costs incurred, less any lease incentives received. The lease liability is initially measured at the present value of the minimum lease payments through the term of the lease. Minimum lease payments are discounted to present value using the incremental borrowing rate at the lease commencement date, which approximates the rate of interest the Company expects to pay on a secured borrowing in an amount equal to the lease payments for the underlying asset under similar terms and economic conditions. The Company has elected not to recognize right-of-use assets and lease liabilities for short-term leases that have a total term of twelve months or less. The effect of short-term leases on the Company's right-of-use asset and lease liability would not be significant. The balances and classification of operating lease right-of-use assets and operating lease liabilities within the Consolidated Balance Sheets as of December 31, 2022 and 2021 is as follows:

(in millions)		December 31, 2022	December 31, 2021
Balance Sheet			
Assets:			
Operating lease right-of-use assets		$214.9	$197.0
Total assets	Operating lease assets	214.9	197.0
Liabilities:			
Current operating lease liabilities	Accrued expenses and other liabilities	45.0	43.4
Non-current operating lease liabilities	Operating lease liabilities	195.9	180.0
Total liabilities		$240.9	$223.4

As of December 31, 2022, the Company has entered into future lease agreements expected to commence in 2023 consisting of undiscounted lease liabilities of $12.4 million.

Variable lease cost represents lease payments that are based on an index or similar rate. They are initially measured using the index or rate in effect at lease commencement and are based on the minimum payments stated in the lease. Additional payments based on the change in an index or rate, or payments based on a change in the Company's portion of the operating expenses, including real estate taxes and insurance, are recorded as a period expense when incurred.

Lease expense for operating leases consists of the lease payments, inclusive of lease incentives, plus any initial direct costs, and is recognized on a straight-line basis over the lease term. Included in lease expense are any variable lease payments incurred in the period that were not included in the initial lease liability.

The components of lease cost for operating leases for the twelve months ended December 31, 2022 and 2021 were:

(in millions)	For the year ended December 31, 2022	For the year ended December 31, 2021
Operating leases:		
Lease cost	$55.5	$52.8
Variable lease cost	4.3	4.3
Short-term lease cost	0.9	1.1
Operating lease cost	60.7	58.2
Sublease income	(1.5)	(1.6)
Total lease cost net	$59.2	$56.6

The weighted average remaining lease term and the weighted average discount rate for operating leases as of December 31, 2022 were:

Weighted average remaining lease term	6.4
Weighted average discount rate	3.0

Maturities of the operating lease liabilities by fiscal year at December 31, 2022 for the Company's operating leases are as follows:

(in millions)	Operating Leases
2023	$51.9
2024	50.2
2025	43.3
2026	32.7
2027	25.9
Thereafter	61.8
Total undiscounted lease payments	265.8
Less: Imputed interest	24.9
Present value of future lease payments	$240.9

Supplemental cash flow information for operating leases:

(in millions)	For the year ended December 31, 2022	For the year ended December 31, 2021
Cash paid for amounts included in measurement of liabilities		
Operating cash flows from operating leases	$58.2	$56.0
Right-of-use assets obtained in exchange for new operating liabilities	$71.0	$54.0

NOTE 16 Segment Information

Brown & Brown's business is divided into four reportable segments: (i) the Retail segment, which provides a broad range of insurance products and services to commercial, public and quasi-public entities, and to professional and individual customers, and non-insurance risk-mitigating products through our F&I businesses, (ii) the National Programs segment, which acts as an MGA, provides professional liability and related package products for certain professionals, a range of insurance products for individuals, flood coverage, and targeted products and services designated for specific industries, trade groups, governmental entities and market niches, all of which are delivered through nationwide networks of independent agents, and Brown & Brown retail agents, (iii) the Wholesale Brokerage segment, which markets and sells excess and surplus commercial and personal lines insurance, primarily through independent agents and brokers, as well as Brown & Brown retail agents, and (iv) the Services segment, which provides insurance-related services, including third-party claims administration and comprehensive medical utilization management services in both the workers' compensation and all-lines liability arenas, as well as Medicare Set-aside services, Social Security disability and Medicare benefits advocacy services and claims adjusting services.

Brown & Brown conducts most of its operations within the United States of America. International operations include Retail operations in England, Bermuda, the Cayman Islands, Ireland and Northern Ireland, National Programs operations in Canada and England, and Wholesale Brokerage operations based in England, Italy and Belgium. These operations earned $240.6 million, $78.0 million and $35.1 million of total revenues for the years ended December 31, 2022, 2021 and 2020, respectively.

The accounting policies of the reportable segments are the same as those described in Note 1. The Company evaluates the performance of its segments based upon revenues and income before income taxes. Intersegment revenues are eliminated.

Summarized financial information concerning the Company's reportable segments is shown in the following table. The "Other" column includes any income and expenses not allocated to reportable segments and corporate-related items, including the intercompany interest expense charge to the reporting segment.

	Year Ended December 31, 2022					
(in millions)	**Retail**	**National Programs**	**Wholesale Brokerage**	**Services**	**Other**	**Total**
Total revenues	$2,084.3	$859.5	$453.4	$171.9	$4.3	$3,573.4
Investment income	$0.1	$1.3	$0.3	$—	$4.8	$6.5
Amortization	$96.7	$35.4	$9.4	$5.1	$—	$146.6
Depreciation	$12.8	$15.3	$2.7	$1.6	$6.8	$39.2
Interest expense	$94.3	$33.0	$12.9	$2.1	($1.1)	$141.2
Income before income taxes	$466.7	$271.1	$117.7	$24.1	($3.5)	$876.1
Total assets	$7,458.6	$4,467.8	$1,401.6	$295.0	$350.5	$13,973.5
Capital expenditures	$18.6	$20.2	$2.8	$1.0	$10.0	$52.6

	Year Ended December 31, 2021					
(in millions)	**Retail**	**National Programs**	**Wholesale Brokerage**	**Services**	**Other**	**Total**
Total revenues	$1,767.9	$701.9	$403.4	$178.9	($0.7)	$3,051.4
Investment income	$0.3	$0.6	$0.2	$—	$—	$1.1
Amortization	$77.8	$27.4	$9.1	$5.3	$—	$119.6
Depreciation	$11.2	$9.8	$2.6	$1.5	$8.2	$33.3
Interest expense	$91.4	$11.4	$16.0	$2.9	($56.7)	$65.0
Income before income taxes	$334.4	$242.3	$94.8	$28.3	$63.0	$762.8
Total assets	$5,040.7	$2,943.0	$1,154.4	$299.2	$358.1	$9,795.4
Capital expenditures	$8.1	$13.5	$1.6	$1.6	$20.2	$45.0

	Year Ended December 31, 2020					
(in millions)	Retail	National Programs	Wholesale Brokerage	Services	Other	Total
Total revenues	$1,472.8	$610.6	$352.8	$174.0	$3.2	$2,613.4
Investment income	$0.2	$0.8	$0.2	$—	$1.6	$2.8
Amortization	$67.3	$27.2	$8.5	$5.5	$—	$108.5
Depreciation	$9.1	$8.7	$1.9	$1.4	$5.2	$26.3
Interest expense	$86.0	$20.6	$10.3	$4.1	($62.0)	$59.0
Income before income taxes	$262.2	$182.9	$93.6	$28.0	$57.4	$624.1
Total assets	$7,093.6	$3,511.0	$1,791.7	$480.4	($3,910.2)	$8,966.5
Capital expenditures	$13.2	$7.2	$3.3	$1.4	$45.6	$70.7

Historically, the total assets balance in the "Other" column has been negative, reflecting the historical accumulation of the purchase price for acquisitions which are funded at the corporate level, net of a portion returned to Corporate through intercompany interest charges, as well as the historical accumulation of payments for income taxes, dividends, and share repurchases which are paid by Corporate, but not pushed down to the segments. As of December 31, 2021, the Company settled the historical accumulation of the cash outlays paid by Corporate that gave rise to the related intercompany receivables and payables to better reflect the total assets of each segment.

NOTE 17 Insurance Company Subsidiary Operations

Although the reinsurers are liable to the Company for amounts reinsured, our subsidiary, Wright National Flood Insurance Company ("WNFIC"), remains primarily liable to its policyholders for the full amount of the policies written whether or not the reinsurers meet their obligations to the Company when they become due. The Company also participates in two Captives for the purpose of facilitating additional underwriting capacity and participating in a portion of the underwriting results. One Captive participates on a quota share basis for policies placed by certain of our MGA businesses that are currently focused on property insurance for earthquake and wind exposed properties with a portion of premiums ceded to reinsurance companies, limiting, but not fully eliminating the Company's exposure to claims expenses. The other Captive participates through excess of loss reinsurance layers associated with one of our MGA businesses focused on placements of personal property, excluding flood, primarily in the southeastern United States with one layer of per risk excess reinsurance and three layers of catastrophe per occurrence reinsurance. All four layers have limited reinstatements and therefore have capped, maximum aggregate limits. The effects of reinsurance on premiums written and earned at December 31 are as follows:

	2022		2021	
(in millions)	Written	Earned	Written	Earned
Direct premiums - WNFIC	$740.9	$751.3	$747.4	$732.8
Assumed premiums - WNFIC	—	—	—	—
Ceded premiums - WNFIC	740.9	751.3	747.4	732.8
Net premiums - WNFIC	—	—	—	—
Assumed premiums - Quota share captive and excess of loss layer captive	65.4	43.7	—	—
Ceded premiums - Quota share captive	(27.1)	(17.3)	—	—
Net premiums - Quota share captive and excess loss layer captive	38.3	26.4	—	—
Net premiums - Total	$38.3	$26.4	$—	$—

All premiums written by WNFIC under the National Flood Insurance Program are 100.0% ceded to FEMA, for which WNFIC received a 29.9% expense allowance from January 1, 2022 through September 30, 2022 and a 29.7% expense allowance from October 1, 2022 through December 31, 2022. As of December 31, 2022 and 2021, the Company ceded $738.0 million and $745.0 million of written premiums for Federal Flood, respectively.

As of December 31, 2022, the Consolidated Balance Sheets contained Reinsurance recoverable of $826.2 million and Prepaid reinsurance premiums of $381.8 million. As of December 31, 2021, the Consolidated Balance Sheets contained reinsurance recoverable of $63.1 million and prepaid reinsurance premiums of $392.2 million. There was no net activity in the reserve for losses and loss adjustment expense for the years ended December 31, 2022 and 2021, as WNFIC's direct premiums written were 100.0% ceded to two reinsurers. The balance of the reserve for losses and loss adjustment expense, excluding related reinsurance recoverable, was $826.2 million as of December 31, 2022 and $63.1 million as of December 31, 2021.

WNFIC maintains capital in excess of minimum statutory amount of $7.5 million as required by regulatory authorities. The statutory capital and surplus of WNFIC was $31.8 million as of December 31, 2022 and $33.1 million as of December 31, 2021. As of December 31, 2022 and 2021, WNFIC generated statutory net income of $1.3 million and $1.6 million, respectively. The maximum amount of ordinary dividends that WNFIC can pay to shareholders in a rolling 12 month period is limited to the greater of 10.0% of statutory adjusted capital and surplus of 100.0% of adjusted net income. There was no dividend payout in 2021 and 2022 and the maximum dividend payout that may be made in 2023 without prior approval is $3.2 million.

In December 2021, the initial funding to capitalize the quota share Captive was $5.9 million. This capital in addition to current earnings of $4.0 million through December 31, 2022 is considered at risk for loss. Assumed net written and net earned premiums for the quota share Captive for 2022 were $38.3 million and $20.6 million, respectively. For 2022, the ultimate loss expense inclusive of incurred but not reported ("IBNR") claims was $10.4 million, of which $9.7 million is related to the estimated insured claims/losses from Hurricane Ian. In connection with the estimated IBNR from Hurricane Ian claims, $4.8 million was recorded as estimated reinsurance recoverable for a net expected loss of $4.9 million. As of December 31, 2022 the Consolidated Balance Sheets contained prepaid reinsurance premiums of $11.4 million, deferred acquisitions costs of $14.1 million, reinsurance payable for $8.7 million, and the reserve for losses and loss adjustment expense, excluding related reinsurance recoverable, was $10.4 million. The first collateral release is expected in 2024 and is based on an IBNR factor times earned premium compared to the current collateral balance.

The excess of loss layer Captive was renewed in September 2022 with underlying reinsurance treaties effective from June 1 through May 31, 2023. This Captive's maximum underwriting exposure is $5.2 million. Assumed net earned premiums for the captive for the year ended December 31, 2022 were $5.8 million. During 2022, the captive recorded a case reserve of $7.0 million associated with estimated impacts from Hurricane Ian plus a reserve of $0.1 million for non-CAT claims. These reserves were partially offset by accelerated earned premiums of $2.8 million upon reaching the maximum aggregate loss for one of our reinsurance layers. The combination of earned premium of $2.4 million plus the accelerated earned premium of $2.8 million resulted in a underwriting loss of $1.9 million for year ended December 31, 2022. As of December 31, 2022, the Consolidated Balance Sheets contained the reserve for losses and loss adjustment expense of $4.5 million.

NOTE 18 Shareholders' Equity

Under the authorization from the Company's board of directors, shares may be purchased from time to time, at the Company's discretion and subject to the availability of stock, market conditions, the trading price of the stock, alternative uses for capital, the Company's financial performance and other potential factors. These purchases may be carried out through open market purchases, block trades, accelerated share repurchase plans of up to $100.0 million each (unless otherwise approved by the board of directors), negotiated private transactions or pursuant to any trading plan that may be adopted in accordance with Rule 10b5-1 of the Securities Exchange Act of 1934. On May 1, 2019, the Company's board of directors authorized the purchasing of up to an additional $372.5 million of the Company's outstanding common stock.

During 2022, the Company repurchased 1,164,009 shares at an average price of $63.62 for a total cost of $74.1 million under the current share repurchase authorization. During 2021, the Company repurchased 1,811,853 shares at an average price of $45.57 for a total cost of $82.6 million under the current share repurchase authorization. At December 31, 2022, the remaining amount authorized by our board of directors for share repurchases was approximately $249.6 million. Under the authorized repurchase programs, the Company has repurchased approximately 19.7 million shares for an aggregate cost of approximately $748.0 million between 2014 and 2022.

During 2022, the Company paid an annualized dividend of $0.423 per share for a total of $119.5 million. During 2021, the Company paid an annualized dividend of $0.380 per share for a total of $107.2 million. On January 19, 2023 the board of directors approved a dividend of $0.1150 per share payable on February 15, 2023 to shareholders of record on February 3, 2023.

During 2022, the Company issued 252,802 shares valued at $14.7 million associated with business combinations. During 2021, the Company issued 184,772 shares valued at $9.9 million associated with business combinations.

Report Of Independent Registered Public Accounting Firm

To the shareholders and the Board of Directors of Brown & Brown, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Brown & Brown, Inc. and subsidiaries (the "Company") as of December 31, 2022 and 2021, the related consolidated statements of income, comprehensive income, shareholders' equity, and cash flows, for each of the three years in the period ended December 31, 2022, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2022, in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated February 27, 2023, expressed an unqualified opinion on the Company's internal control over financial reporting.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current-period audit of the financial statements that was communicated or required to be communicated to the audit committee and that (1) relates to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

EARN-OUT OBLIGATION — REFER TO NOTES 1 (GOODWILL AND AMORTIZABLE INTANGIBLE ASSETS) AND 3 (BUSINESS COMBINATIONS) TO THE FINANCIAL STATEMENTS

CRITICAL AUDIT MATTER DESCRIPTION

The Company's acquisition purchase price for business combinations includes an estimation of the fair value of liabilities associated with potential earn-out provisions, when an earn-out obligation is part of the negotiated transaction. The fair value of the earn-out obligations is based upon the present value of the expected future payments to be made to the sellers of the acquired businesses in accordance with the provisions contained in the respective purchase agreements. The earn-out obligations are typically based upon a multiple of average annual operating profit and/or revenue earned over a one to three-year period within a minimum and maximum range. Subsequent changes in the fair value of the earn-out obligations are recorded in the consolidated statement of income when incurred.

In determining fair value of the earn-out obligation, the acquired business's future performance is estimated using financial projections of future earnings developed by management that are discounted to a present value using a risk-adjusted rate that takes into consideration the likelihood that the forecasted earn-out obligation will be paid. The earn-out obligation balance was $251.6 million as of December 31, 2022 of which $119.3 million is recorded in accounts payable and $132.3 million is recorded in other liabilities in the consolidated balance sheet.

We identified the earn-out obligation as a critical audit matter because of the increased auditor judgment and extent of effort required to evaluate whether an adjustment is required for the earn-out obligation in periods after the acquisition. Specifically, there was a high degree of auditor judgment and an increased extent of effort to audit the reasonableness of management's assumptions related to projections of future earnings of the acquired businesses.

HOW THE CRITICAL AUDIT MATTER WAS ADDRESSED IN THE AUDIT

Our audit procedures related to the forecasted future earnings assumptions used in determining the fair value of the earn-out obligation included the following, among others:

- We tested the design and operating effectiveness of controls over management's earn-out obligation calculation, including the controls over management's determination of future earnings.
- We read the asset/stock purchase agreements and associated addenda and agreed the provisions of the contracts to the earn-out obligation models for our testing selections.
- We read any post-acquisition asset/stock purchase agreements and associated addenda modifications for any additional terms to evaluate the completeness and reasonableness of the models utilized to calculate the earn-out obligation for our testing selections.
- We evaluated the reasonableness of projections of future earnings for the earn-out obligation models by comparing the projections to historical results and assessing management's key assumptions for our testing selections.
- We evaluated management's ability to accurately forecast future earnings by comparing actual results to management's historical forecast and forecasted growth rates to that of comparable subsidiaries for our testing selections.

Deloitte & Touche LLP

Tampa, Florida

February 27, 2023

We have served as the Company's auditor since 2002.

Report Of Independent Registered Public Accounting Firm

To the shareholders and the Board of Directors of Brown & Brown, Inc.

Opinion on Internal Control over Financial Reporting

We have audited the internal control over financial reporting of Brown & Brown, Inc. (the "Company") and subsidiaries as of December 31, 2022, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO). In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on criteria established in *Internal Control — Integrated Framework (2013)* issued by COSO.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated financial statements as of and for the year ended December 31, 2022, of the Company and our report dated February 27, 2023 expressed an unqualified opinion on those financial statements.

As described in Management's Report on Internal Control Over Financial Reporting, management excluded from its assessment the internal control over financial reporting at Orchid Underwriters Agency, LLC, GRP (Jersey) Holdco Limited et al., First Insurance Solutions Ltd., BdB Holdings Limited, Smithwick & Mariners Insurance, Inc., VistaNational Insurance Group, Inc., and Taylor Berry Knight Limited, which were acquired during 2022 and whose financial statements constitute approximately 0.2% and 7.1% of net and total assets, respectively, 5.97% of revenues, and 0.85% of net income of the consolidated financial statement amounts as of and for the year ended December 31, 2022. Accordingly, our audit did not include the internal control over financial reporting of these acquired entities.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Deloitte & Touche LLP

Tampa, Florida

February 27, 2023

Management's Report on Internal Control over Financial Reporting

The management of Brown & Brown, Inc. and its subsidiaries ("Brown & Brown") is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Securities Exchange Act Rule 13a-15(f). Under the supervision and with the participation of management, including Brown & Brown's principal executive officer and principal financial officer, Brown & Brown conducted an evaluation of the effectiveness of internal control over financial reporting based upon the framework in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission ("COSO").

In conducting Brown & Brown's evaluation of the effectiveness of its internal control over financial reporting, Brown & Brown has excluded the following acquisitions completed by Brown & Brown during 2022: Orchid Underwriters Agency, LLC, GRP (Jersey) Holdco Limited et al., First Insurance Solutions Ltd., BdB Holdings Limited, Smithwick & Mariners Insurance, Inc., VistaNational Insurance Group, Inc., Taylor Berry Knight Limited, and Claim Technologies, Inc. (collectively the "2022 Excluded Acquisitions"), which were acquired during 2022 and whose financial statements constitute approximately 0.2% and 7.1% of net and total assets, respectively, 5.97% of revenues, and 0.85% of net income of the consolidated financial statement amounts as of and for the year ended December 31, 2022. Refer to Note 3 to the Consolidated Financial Statements for further discussion of these acquisitions and their impact on Brown & Brown's Consolidated Financial Statements.

Based upon Brown & Brown's evaluation under the framework in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, management concluded that internal control over financial reporting was effective as of December 31, 2022. Management's internal control over financial reporting as of December 31, 2022 has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report which is included herein.

Brown & Brown, Inc.
Daytona Beach, Florida
February 27, 2023



J. Powell Brown
Chief Executive Officer

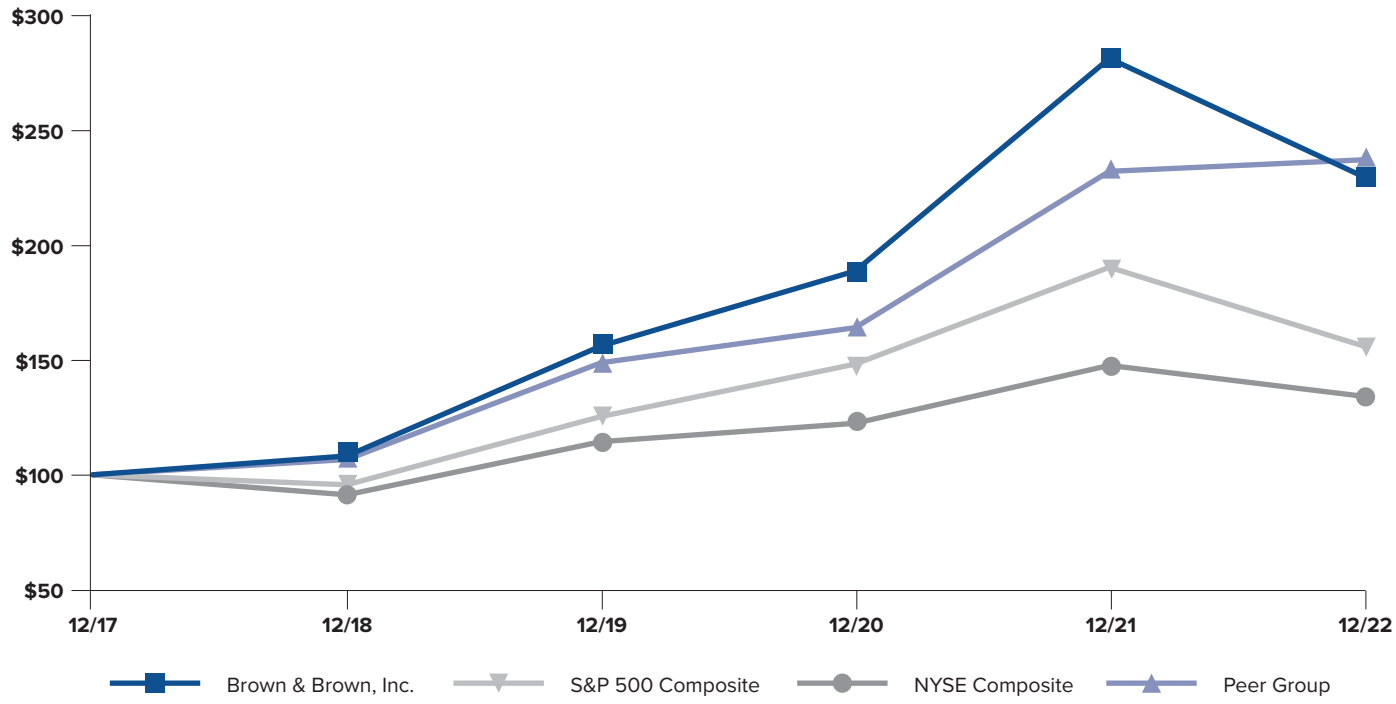


R. Andrew Watts
Executive Vice President, Chief Financial Officer And Treasurer

Performance Graph

The following graph is a comparison of five-year cumulative total shareholder returns for our common stock as compared with the cumulative total shareholder return for the S&P 500 Composite Index, the NYSE Composite Index, and a group of peer insurance broker and agency companies (Aon plc, Arthur J. Gallagher & Co, Marsh & McLennan Companies, and Willis Towers Watson Public Limited Company). In previous years, we compared our cumulative total shareholder return with the NYSE Composite Index. We have replaced the NYSE Composite Index with the S&P 500 Composite Index as required by SEC rules. In this transition year, the stock performance graph below includes the comparative performance of the new index and the previously reported index. The returns of each company have been weighted according to such companies' respective stock market capitalizations as of December 31, 2017 for the purposes of arriving at a peer group average. The total return calculations are based upon an assumed $100.00 investment on December 31, 2017, with all dividends reinvested.

Period	12/17	12/18	12/19	12/20	12/21	12/22
Brown & Brown, Inc.	100.00	108.29	156.66	189.64	283.14	231.09
S&P 500 Composite	100.00	95.61	125.70	148.81	191.48	156.77
NYSE Composite	100.00	91.21	114.70	122.83	148.42	134.76
Peer Group	100.00	106.73	149.32	164.77	233.57	238.65



Ten-Year Statistical Summary

The following includes selected Consolidated Financial Data for each of the ten fiscal years in the period ended December 31 that have been derived from our Consolidated Financial Statements. Such data should be read in conjunction with Management's Discussion and Analysis of Financial Condition and Results of Operations in this Annual Report and with our Consolidated Financial Statements and related Notes thereto in Item 8 of this Annual Report.

	Year Ended December 31,			
(in millions, except per share data, number of employees and percentages)	**2022**	**2021**	**2020**	**2019**
Revenues				
Commissions and fees	$3,563.2	$3,047.5	$2,606.1	$2,384.7
Investment income	6.5	1.1	2.8	5.8
Other income, net	3.7	2.8	4.5	1.7
Total revenues [1]	**3,573.4**	**3,051.4**	**2,613.4**	**2,392.2**
Expenses				
Employee compensation and benefits	1,816.9	1,636.9	1,436.4	1,308.2
Other operating expenses	596.8	403.0	366.0	377.1
(Gain)/loss on disposal	(4.5)	(9.6)	(2.4)	(10.0)
Amortization	146.6	119.6	108.5	105.3
Depreciation	39.2	33.3	26.3	23.4
Interest	141.2	65.0	59.0	63.7
Change in estimated acquisition earn-out payables	(38.9)	40.4	(4.5)	(1.4)
Total expenses	2,697.3	2,288.6	1,989.3	1,866.2
Income before income taxes	876.1	762.8	624.1	525.9
Income taxes [2]	204.3	175.7	143.6	127.4
Net income	**$671.8**	**$587.1**	**$480.5**	**$398.5**
Earnings Per Share Information				
Net income per share - diluted [3]	$2.37	$2.07	$ 1.69	$ 1.40
Weighted average number of shares outstanding - diluted [3]	278.6	277.4	275.9	274.6
Dividends paid per share [3]	$0.42	$0.38	$ 0.35	$ 0.33
Year-End Financial Position				
Total assets [4]	$13,973.5	$9,795.4	$8,966.5	$7,622.8
Long-term debt [5]	$3,691.5	$1,980.4	$2,026.0	$1,500.3
Total shareholders' equity	$4,606.6	$4,196.9	$3,754.2	$3,350.3
Total shares outstanding at year-end [3]	283.2	282.5	283.0	281.7
Other Information				
Number of full-time equivalent employees at year-end	14,809	12,023	11,136	10,083
Total revenues per average number of employees [6]	$266.4	$263.5	$246.3	$243.2
Stock price at year-end [3]	$56.97	$70.28	$47.41	$39.48
Stock price earnings multiple at year-end [7]	24.0	34.0	28.1	28.2
Return on beginning shareholders' equity [8]	16%	16%	14%	13%

(1) Years 2017 and 2016 do not reflect the adoption of "Revenue from Contracts with Customers (Topic 606)" ("Topic 606"), ASC Topic 340 - Other Assets and Deferred Cost ("ASC 340") and ASU 2016-08, "Principal Versus Agent Considerations (Reporting Revenue Gross Versus Net)", which was adopted under the modified retrospective method.

(2) Years 2017 and 2016 do not reflect the adoption of ASU 2016-09, "Improvements to Employee Share Based Payment Accounting" ("ASU 2016-09"), which was adopted using the prospective method.

(3) Years 2017 and 2016 reflect the 2-for-1 stock split that occurred on March 28, 2018.

(4) All years presented reflect the adoption of ASU No. 2015-17, "Income Taxes (Topic 740) - Balance Sheet Classification of Deferred Taxes" ("ASU 2015-17").

Year Ended December 31,					
2018	**2017**	**2016**	**2015**	**2014**	**2013**
$2,009.9	$1,857.3	$1,762.8	$1,657.0	$1,567.5	$1,355.5
2.8	1.6	1.5	1.0	0.7	0.6
1.6	22.5	2.4	2.6	7.6	7.1
2,014.3	**1,881.4**	**1,766.6**	**1,660.5**	**1,575.8**	**1,363.3**
1,068.9	994.7	925.2	857.0	811.1	705.6
332.1	283.5	262.9	251.0	235.3	195.7
(2.2)	(2.2)	(1.3)	(0.6)	47.4	—
86.5	85.5	86.7	87.4	83.0	67.9
22.8	22.7	21.0	20.9	20.9	17.5
40.6	38.3	39.5	39.3	28.4	16.4
3.0	9.2	9.2	3.0	9.9	2.5
1,551.8	1,431.6	1,343.1	1,258.0	1,236.1	1,005.7
462.5	449.7	423.5	402.6	339.8	357.6
118.2	50.1	166.0	159.2	132.9	140.5
$344.3	**$399.6**	**$257.5**	**$243.3**	**$206.9**	**$217.1**
$1.22	$1.40	$0.91	$0.85	$0.71	$0.74
275.5	277.6	275.6	280.2	285.8	285.3
$0.31	$0.28	$0.25	$0.23	$0.21	$0.19
$6,688.7	$5,747.6	$5,262.7	$4,979.8	$4,931.0	$3,620.2
$1,457.0	$856.1	$1,018.4	$1,071.6	$1,143.0	$379.2
$3,000.6	$2,582.7	$2,360.2	$2,149.8	$2,113.8	$2,007.1
279.6	276.2	280.2	278.0	287.0	290.8
9,590	8,491	8,297	7,807	7,591	6,992
$222.8	$224.1	$219.4	$215.7	$216.1	$203.0
$27.56	$25.73	$22.43	$16.05	$16.45	$15.70
22.6	18.3	24.6	18.9	23.3	21.1
13%	17%	12%	12%	10%	12%

(5) Please refer to "Management's Discussion and Analysis of Financial Condition and Results of Operations" and Note 9 "Long-Term Debt" for more details.

(6) Represents total revenues divided by the average of the number of full-time equivalent employees at the beginning of the year and the number of full-time equivalent employees at the end of the year.

(7) Stock price at year-end divided by net income per share diluted.

(8) Represents net income divided by total shareholders' equity as of the beginning of the year.

SHAREHOLDER Information

CORPORATE OFFICES
300 North Beach Street
Daytona Beach, Florida 32114
(386) 252-9601

OUTSIDE COUNSEL
Holland & Knight LLP
200 South Orange Avenue, Suite 2600
Orlando, Florida 32801

CORPORATE INFORMATION AND SHAREHOLDER SERVICES
The Company has included, as Exhibits 31.1 and 31.2, and 32.1 and 32.2 to its Annual Report on Form 10-K for fiscal year 2022, filed with the Securities and Exchange Commission, certificates of the chief executive officer and the chief financial officer of the Company certifying the Company's public disclosure is accurate and complete and that they have established and maintained adequate internal controls. The Company has also submitted to the New York Stock Exchange a certificate from its chief executive officer certifying that he is not aware of any violation by the Company of New York Stock Exchange corporate governance listing standards.

A copy of the Company's 2022 Annual Report on Form 10-K will be furnished without charge to any shareholder who directs a request in writing to:

Corporate Secretary
Brown & Brown, Inc.
300 North Beach Street
Daytona Beach, Florida 32114

A reasonable charge will be made for copies of the exhibits to the Form 10-K.

ANNUAL MEETING
The Annual Meeting of Shareholders of Brown & Brown, Inc. will be held virtually.

Please register at
http://www.viewproxy.com/bbinsurance.com/2023/htype.asp

TRANSFER AGENT AND REGISTRAR
American Stock Transfer & Trust Company, LLC
6201 15th Ave.
Brooklyn, New York 11219
(800) 937-5449
email: help@amstock.com
www.astfinancial.com

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM
Deloitte & Touche LLP
201 North Franklin Street, Suite 3600
Tampa, Florida 33602

STOCK LISTING
The New York Stock Exchange Symbol: BRO
On February 23, 2023, there were 284,294,500 shares of our common stock outstanding, held by approximately 1,804 shareholders of record.

ADDITIONAL INFORMATION
Information concerning the services of Brown & Brown, Inc., as well as access to current earnings releases, is available on Brown & Brown's website at www.bbinsurance.com.

NEVER BACK DOWN



TO $4 BILLION AND BEYOND

Brown & Brown INSURANCE®

300 North Beach Street
Daytona Beach, FL 32114
(386) 252-9601

bbinsurance.com

TOWN MANAGER'S SIGNATURE REQUIRED

DOCUMENT TRANSMITTAL FORM

- USE FOR ALL DOCUMENTS REQUIRING THE TOWN MANAGER'S SIGNATURE THAT DO NOT REQUIRE TRANSMITTAL THROUGH THE TOWN CLERK'S OFFICE.
- DOCUMENTS THAT HAVE BEEN APPROVED AT THE TOWN COUNCIL LEVEL OR THAT REQUIRE THE MAYOR'S, TOWN ATTORNEY'S AND/OR TOWN CLERK'S SIGNATURE MUST BE TRANSMITTED THROUGH THE TOWN CLERK'S OFFICE.

DEPARTMENT AND STAFF CONTACT:	Human Resources DIRECTOR NAME & SIGNATURE Ashley Wilson
AGENCY,VENDOR OR PROVIDER:	Risk Management and Associates - Brown and Brown Public Sector
DESCRIBE IN DETAIL SERVICE OR PRODUCT PURCHASED ANDTERMS:	(refer to page number(s), as necessary) This document serves as a notice of acceptance and purchase for Town of Jupiter Property and Casualty Insurance, approved in Resolution 78-23. The contract term is for two years with the option to renew for an additional two years. The contract was signed by Town Council on 9/20/23.
DOLLAR AMOUNT OF AGREEMENT OR CONTRACT & GL ACCOUNTS:	(refer to page number(s))
BUDGET IMPACTS	☑ Approved In Operating Budget ☐ Approved In CIP Budget ☐ Emergency Purchase ☐ Budget Transfer Required ☐ Grant ☐ Sole Source Provider ___Scott Reynolds, Finance Director ___Dawn Clark, Asst Finance Director
LEGAL REVIEW	Has the Agreement/Contract been reviewed for legal sufficiency by the Town Attorney? ☑ Yes ☐ No Automatic Renewal Terms (no change in Agreement/Contract) ☑ Yes ☐ No If no, describe change:
NUMBER OF DOCUMENTS TO BE SIGNED/SPECIAL INSTRUCTIONS:	1

Authorization to Proceed:

Frank Kitzerow, Town Manager

NOTICE OF ACCEPTANCE OF PURCHASE FOR PROPERTY AND CASUALTY INSURANCE FOR THE TOWN OF JUPITER

September 15, 2023

Matthew Montgomery
Risk Management and
Associates – Brown and
Brown Public Sector
Executive Vice President
300 North Beach Street
Daytona Beach, FL 32114

Dear Mr. Montgomery,

This letter is to notify you of the acceptance of your proposal for our Town of Jupiter Property and Casualty Insurance Coverage. We have elected to purchase your Property, General Liability, Law Enforcement, Automobile Liability & Physical Damage, Public Officials & Employment Practices Liability, Worker's Compensation, Pollution, Bonds, Ocean Maine Hull Coverage and Claim Services through the Public Risk Insurance Advisors for the period of October 1, 2023 through September 30, 2025 with the Town's option to renew for an additional renewal period.

Please execute this document with your signature and return this it to us for countersign. The Notice of Acceptance was presented at our Town Council on September 5, 2023 in the form of Resolution 78-23, approving the Purchase of insurance coverage through Risk Management and Associates – Brown and Brown Public Sector.

Sincerely,

Frank Kitzerow, Town Manager

Matthew Montgomery, Executive Vice President

CONTRACT TO PROVIDE INSURANCE

THIS CONTRACT TO PROVIDE INSURANCE (CONTRACT) made this 1st day of October, 2023, by and between the Town of Jupiter, 210 Military Trail, Jupiter, Florida 33458, a municipal corporation of the State of Florida, hereinafter designated as "the TOWN", and RISK MANAGEMENT ASSOCIATES, INC. (A.K.A. BROWN & BROWN PUBLIC SECTOR), 300 North Beach Street, Daytona Beach, Florida 32114, a STATE OF FLORIDA corporation, FEID Number 59- 2445801 hereinafter designated as "BROWN & BROWN PUBLIC SECTOR".

WITNESSETH THAT:

WHEREAS, the TOWN is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, pursuant to Chapter 166, Florida Statutes the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town solicited proposals from qualified insurance companies to provide the Town and its Community Redevelopment Agency (the CRA) coverage for property/casualty and liability coverage for its elected and appointed officials and employees, including those officials and employees of the CRA; and

WHEREAS, the TOWN received proposals from qualified insurance companies which contained various lines of coverage for the TOWN and CRA, and a Selection Committee comprised of the TOWN's staff evaluated those proposals; and

WHEREAS, the Selection Committee concluded that the proposals submitted by BROWN & BROWN PUBLIC SECTOR were responsive and that BROWN & BROWN PUBLIC SECTOR is qualified to provide the lines of coverage and services solicited by the TOWN in its solicitation; and

WHEREAS, the Selection Committee has recommended that the Town Council approve this CONTRACT with BROWN & BROWN PUBLIC SECTOR and authorize and direct the Mayor to execute it; and

WHEREAS, the TOWN Council has appropriated funds in its current fiscal year budget which are available for the funding of this CONTRACT; and

NOW THEREFORE, the TOWN and BROWN & BROWN PUBLIC SECTOR in consideration of the benefits flowing from each to the other do hereby agree as follows:

Section 1. RECITALS

The above recitals are true and correct and are incorporated herein.

Section 2. TERM

The term of this CONTRACT is for two (2) years. The term of the CONTRACT shall commence on October 1, 2023. The CONTRACT may be renewed at the end of the first two (2) year term for another two (2) year term.

Section 3. SERVICES AND LINES OF COVERAGE

BROWN & BROWN PUBLIC SECTOR shall provide to the TOWN all services, defense of claims, and lines of coverage as set forth by BROWN & BROWN

PUBLIC SECTOR in its response to the TOWN's Request for Proposals for (a) Property and Casualty Insurance Coverage and (b) Comprehensive General Liability Coverage for the TOWN and the CRA (collectively the "Lines of Insurance"). The responses by BROWN & BROWN PUBLIC SECTOR to the TOWN's RFP are incorporated by reference as though fully set forth herein as part of this CONTRACT.

Section 4. INVOICING AND PAYMENT

BROWN & BROWN PUBLIC SECTOR shall receive commissions directly from the procuring insuring companies. In consideration of the Services, Town acknowledges and understands that BROWN & BROWN PUBLIC SECTOR may receive compensation from the selling insurer, the amount of which may vary depending on the insurer. If Town purchases insurance from an insurer that has agreed to pay BROWN & BROWN PUBLIC SECTOR a commission then the amount of the commission will be calculated as a percentage of premiums for the Lines of Insurance. Town understands that it may request from BROWN & BROWN PUBLIC SECTOR specific information on commissions to be received from specific insurers from which insurance quote are obtained for the Town.

BROWN & BROWN PUBLIC SECTOR's invoices shall be sent to the following address:

Town of Jupiter
Attention: Director, Department of Human Resources
210 Military Trail
Jupiter, Florida 33458

The TOWN shall pay the full amount of invoices received within 30 days of receipt.

Section 5. TERMINATION

If either party defaults upon its obligations under this CONTRACT, the other party shall have the right to terminate this CONTRACT by giving 120 days advance written notice of its intention to do so. The termination of the CONTRACT shall not relieve BROWN & BROWN PUBLIC SECTOR of providing a defense of any claims which originated from October 1, 2023 up to the termination of the CONTRACT.

In the event the TOWN terminates the CONTRACT, it shall compensate BROWN & BROWN PUBLIC SECTOR for its services through the termination date. Thereafter, the TOWN shall be relieved of any and all remaining obligations under this CONTRACT.

Section 6. STANDARDS OF COMPLIANCE

BROWN & BROWN PUBLIC SECTOR, its employees, shall comply with all applicable federal, state, and local laws and regulation relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance.

Pursuant to Section 287-055(6), Florida Statutes, the BROWN & BROWN PUBLIC SECTOR warrants that it has not employed or retained any person, other than a bona fide employee working solely for BROWN & BROWN PUBLIC SECTOR, to solicit or secure this CONTRACT. Further BROWN & BROWN PUBLIC SECTOR warrants that they have not paid or agreed to pay any person, other than a bona fide employee working solely for BROWN & BROWN PUBLIC SECTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this CONTRACT.

Section 7. ASSIGNMENT

BROWN & BROWN PUBLIC SECTOR shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this CONTRACT without the prior written consent of the TOWN. Any attempted assignment without the TOWN's prior written consent shall be void.

Section 8. RECORDS RETENTION/OWNERSHIP/AUDIT

BROWN & BROWN PUBLIC SECTOR understands that all documents produced by BROWN & BROWN PUBLIC SECTOR pursuant to this CONTRACT are public records and BROWN & BROWN PUBLIC SECTOR must permit the inspection and copying of any public records and must maintain all public records pursuant to Chapter 119, Florida Statutes. BROWN & BROWN PUBLIC SECTOR shall indemnify and hold the TOWN harmless from any demands, claims, actions or lawsuits of any kind regarding BROWN & BROWN PUBLIC SECTOR's failure to comply with Chapter 119, Florida Statutes related to public records. BROWN & BROWN PUBLIC SECTOR shall permit the TOWN or its designated agent to inspect all records maintained by BROWN & BROWN PUBLIC SECTOR which are produced pursuant to this CONTRACT at the location where they are kept upon reasonable notice.

Section 9. GOVERNING LAW

The laws of the state of Florida shall govern this Contract.

Section 10. VENUE

In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

Section 11. CONFLICTS

In the event any provisions of this CONTRACT shall conflict, or appear to conflict, the CONTRACT, including all exhibits, attachments and all documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

Section 12. SEVERABILITY.

Should any term or provision of this CONTRACT be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this CONTRACT, to the extent that the CONTRACT shall remain operable, enforceable and in full force and effect to the extent permitted by law

Section 13. ENTIRE CONTRACT

This CONTRACT, together with BROWN & BROWN PUBLIC SECTOR's responses to the TOWN's RFPs, which have been incorporated by reference herein state the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. BROWN & BROWN PUBLIC SECTOR recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, APPROVED BY THE Town Council and signed by an authorized TOWN representative.

Section 14. AMENDMENT

Should it be necessary to amend the CONTRACT, it shall only be effective provided the parties have agreed to and executed a written amendment hereto.

Section 15. ATTORNEY FEES

In the event either party initiates legal action to enforce the terms of the CONTRACT, the prevailing party shall be entitled to recover its court costs and attorney fees.

IN WITNESS WHEREOF, the parties by and through their duly authorized representatives hereby execute this CONTRACT.

ATTEST:

BY: _____
Laura Cahill, Town Clerk

TOWN OF JUPITER

BY: _____
Jim Kuretski, Mayor

TOWN OF JUPITER, FLORIDA, PALM BEACH COUNTY
INCORPORATED 1925

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

RISK MANAGEMENT ASSOCIATES, INC.
d/b/a Brown & Brown Public Sector

BY: _____
Matt Montgomery, Executive Vice President

DATE: 9 / 20 / 23

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WHEREAS, the Selection Committee concluded that the proposals submitted by BROWN & BROWN PUBLIC SECTOR were responsive and that BROWN & BROWN PUBLIC SECTOR is qualified to provide the lines of coverage and services solicited by the TOWN in its solicitation; and

WHEREAS, the Selection Committee has recommended that the Town Council approve this CONTRACT with BROWN & BROWN PUBLIC SECTOR and authorize and direct the Mayor to execute it; and

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Section 9. GOVERNING LAW

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Section 10. VENUE

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Section 13. ENTIRE CONTRACT

This CONTRACT, together with BROWN & BROWN PUBLIC SECTOR's responses to the TOWN's RFPs, which have been incorporated by reference herein state the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this CONTRACT. BROWN & BROWN PUBLIC SECTOR recognizes that any representations, statements or negotiations made by TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, APPROVED BY THE Town Council and signed by an authorized TOWN representative.

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In the event either party initiates legal action to enforce the terms of the CONTRACT, the prevailing party shall be entitled to recover its court costs and attorney fees.

IN WITNESS WHEREOF, the parties by and through their duly authorized representatives hereby execute this CONTRACT.

ATTEST:

BY: _____
Laura Cahill, Town Clerk

TOWN OF JUPITER

BY: _____
Jim Kuretski, Mayor

TOWN OF JUPITER, FLORIDA. PALM BEACH COUNTY. INCORPORATED 1925

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Thomas J. Baird, Town Attorney

RISK MANAGEMENT ASSOCIATES, INC.
d/b/a Brown & Brown Public Sector

BY: _____
Matt Montgomery, Executive Vice President

DATE: 9 / 20 / 23

Brown & Brown
BBrown.com

Risk Management Associates, Inc.
300 North Beach Street
Daytona Beach, FL 32114
P: (386) 252-6176 I F: (386) 239-4049

April 7, 2025

Mr. Rozwadowski,

Please accept this letter as our willingness to serve the City of Boynton Beach as Property and Casualty insurance broker. Risk Management Associates, Inc. (AKA Brown & Brown Public Sector) will receive commissions directly from the procuring insuring companies not to exceed the below schedule by line of insurance;

Package - (Property, Auto, Liability) not to exceed 7%.
Workers Compensation – not to exceed 5%.
Ancillary Lines (Including Flood) – Not to exceed Standard Commissions.

Sincerely,



Matt Montgomery

Executive Vice President

Risk Management Associates, Inc.

RFP HR001-2023
Property and Casualty Insurance
Evalutation Form

6/6/2023

Summary

Rank	Firm
1	Risk Mgmt & Assoc - Brown & Brown Public Sector
2	Florida Municipal Insurance Trust

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND RISK MANAGEMENT ASSOCIATES, INC. (AKA) BROWN & BROWN PUBLIC SECTOR

This Piggyback Agreement is made as of this __ day of _____, 2025, by and between RISK MANAGEMENT ASSOCIATES, INC. (AKA) BROWN & BROWN PUBLIC SECTOR, a Florida Profit Corporation with a principal address of 300 North Beach Street, Daytona Beach, FL 32114, FEID Number 59- 2445801 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."

RECITALS

WHEREAS, on May 8, 2023, the Town of Jupiter issued a "Request for Proposal" (RFP) to solicit and establish an Agreement to provide insurance broker services; and

WHEREAS, on May 30, 2023, the Town of Jupiter RFP closed with two vendor proposal responses; and

WHEREAS, on September 5, 2023, the town of Jupiter awarded an agreement through resolution 78-23 to provide insurance broker services to Risk Management Associates, Inc. (AKA) Brown & Brown Public Sector; and

WHEREAS, Insurance broker services are essential to the City of Boynton Beach as they provide expert guidance in protecting public assets, managing municipal risk, and ensuring compliance with local, state, and federal regulations; and

WHEREAS, the City's Purchasing Policy Section X – Alternatives to Formal Sealed Bids, provides authority for the City to acquire or contract for services without utilizing a sealed competitive method or the written quotations methods where the desired services are the subject of an agreement that utilizes another government entity's contract, provided that the contract was awarded based strictly on competitive bidding; and

WHEREAS, in order to ensure continued insurance broker services, the City's Risk Management Division desires to enter into a Piggyback Agreement with the Vendor for all the insurance broker services; and

WHEREAS, the Vendor has submitted an initial proposal for the services and, following negotiation with staff, has agreed to lower percentages for commission, presenting the most advantageous solution and the best interest of the City, as detailed in the attached Exhibit "A," and

WHEREAS, in addition to the Services described in Exhibit A, the City may purchase additional Services on an as-needed basis throughout the term of this Agreement; and

WHEREAS, the Vendor has agreed to allow the City to piggyback the Agreement, a copy of the Agreement, and all Amendments to the Agreement are attached as Exhibit "B."

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

AGREEMENT

1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

2. **TERM:** The term of this Agreement commences on full execution by the parties and will remain in effect until September 30, 2025, with the option to renew the agreement for one additional two (2) year period. The Mayor is authorized to execute any renewal amendments. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Agreement. If the Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on the same terms and in the same manner as set forth in the Agreement, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Agreement are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein, except that all references to the "Town of Jupiter" are hereby replaced with the "City of Boynton Beach." The City shall compensate the Vendor for all Services ordered on an as-needed basis pursuant to the commission rates outlined in the Agreement, except as such rates were otherwise negotiated in Exhibit A.

4. **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: IPS Group, Inc.

Contact Name: BROWN, P. BARRETT
300 NORTH BEACH STREET
DAYTONA BEACH, FL 32114
Telephone: (386) 944-5805 / Email: Kyle.Stoekel@bbrown.com

5. **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, person performing services, nature of the service, hourly rate, and dates(s) of service. Invoices may be submitted no more frequently than monthly. However, all services rendered prior to September 30th of any given year are required to be invoiced by September 30th of that year. Vendor shall provide W-9 with first invoice.

   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 the Services.

6. **TAX EXEMPT:** Prices applicable to 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, City will provide Vendor with proof of tax-exempt status.

7. **SOVEREIGN IMMUNITY:** Nothing contained in this Agreement nor contained herein shall be considered nor construed to waive City's rights and immunities under the common law or section 768.28, Florida Statutes, as may be amended.

8. **ATTORNEY'S FEES:** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court costs.

9. **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 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, 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

10. **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.

11. **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.

12. **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.

13. **EXECUTION OF THE AGREEMENT:** This Agreement will take effect once signed by both parties. 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. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute the Addendum on behalf of the Party for whom he or she is signing and to bind and obligate such Party with respect to all provisions contained in this Agreement

14. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the City for convenience upon fourteen (14) calendar days of written notice by the terminating party to the other party for such termination in which event the Vendor shall be paid its compensation for services performed to the termination date, including services reasonably related to termination. In the event that the Vendor abandons the Agreement or causes it to be terminated, the Vendor shall indemnify the City against loss pertaining to this termination.

15. **TERMINATION FOR CAUSE:** In addition to all other remedies available to City, this Agreement shall be subject to cancellation by City for cause, should Vendor 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 Vendor of written notice of such neglect or failure.

16. **INDEMNIFICATION:** Vendor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate Vendors, any of their subcontractors, or sub-subcontractors, 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 City 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 in the name of the City, 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.

17. **INSURANCE:** At the time of execution of this Agreement, Vendor shall provide the City with a copy of its Certificate of Insurance reflecting the insurance coverage required by the Agreement. The Certificate of Insurance shall name the City of Boynton Beach, and its officers, employees and agents as an additional insured.

18. **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 for lost profits or consequential damages.

19. **NO SPECIAL DAMAGES.** In no event shall either Party be liable to the other for any special damages, speculative damages, indirect, special, incidental, consequential, loss of profits, or other damages or losses of any kind whatsoever, no matter what the cause.

20. **INDEPENDENT CONTRACTOR:** The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Vendor is an independent contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

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:** In the event 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 Company shall constitute an assignment that requires 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. **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. Early termination by City due to loss of funding shall not obligate Vendor to refund any prepaid fees.

24. **ENTIRE AGREEMENT.** The Agreement, including the Agreement, sets forth the entire 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.

25. **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.

26. **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.

Signature Page to follow

IN WITNESS OF THE FOREGOING, the parties have set their hands and sealed the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

_____
Rebecca Shelton, Mayor

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee DeJesus, City Clerk

RISK MANAGEMENT ASSOCIATES, INC. (AKA) BROWN & BROWN PUBLIC SECTOR

_____
(Signature)
RISK MANAGEMENT ASSOCIATES, INC. (AKA) BROWN & BROWN PUBLIC SECTOR

_____
Print Name of Authorized Official

_____
Title

(Corporate Seal)

Attest/Authenticated:

_____
(Signature), Witness

_____
Print Name

EXHIBIT "A"
VENDOR'S PROPOSAL

EXHIBIT "B"

AGREEMENT BETWEEN TOWN OF JUPITER AND RISK MANAGEMENT ASSOCIATES, INC. (AKA) BROWN & BROWN PUBLIC SECTOR

(CONTRACT NUMBER CW18653)

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.
05/ 6/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Ordinance No. 25-003- Second Reading, An Ordinance of the City Commission of the City Of Boynton Beach, Florida, Amending Part III 'Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions;" amending Chapter 2 "Land Development Process," Article II "Planning and Zoning Division Services," Section 5 "Permit Applications;" amending Chapter 3 "Zoning," Article V "Supplemental Regulations," Section 3 "Common Building Appurtenances, Freestanding Structures and Site Amenities, Excluding Walls and Fences;" amending Chapter 4 "Site Development Standards," Article VIII "Utility Infrastructure Design Standards," Section 3 "Standards;" Establishing Regulations for artificial turf; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-003, at second reading.

Explanation of Request:

There has been a steady increase in desire to incorporate the use of the artificial turf within the City. The City Commission directed staff to review options to permit the use and establish standards for the use of artificial turf. On November 4, 2024, staff presented a review of findings summarizing how various municipalities regulate artificial turf.

Staff's research showed that several cities, including Greenacres, Jupiter, and Palm Springs, have banned artificial turf entirely, while others, like Delray Beach, Lake Worth, Wellington, and West Palm Beach, allow it only in rear and side yards. Staff also found that ensuring proper drainage and minimizing environmental impacts were the primary concern of the artificial turf use. To mitigate potential issues related to the site drainage and long-term maintenance, staff recommends clear standards, including permit requirements, drainage compliance, and manufacturing and installation.

The proposed amendment is drafted based on the review of best practices and the general direction given by the City Commissioner at the November 4, 2024 City Commission meeting.

The City's current Land Development Regulations (LDRs) do not address the use of artificial turf or the associated review process. Staff proposes this amendment to define "artificial turf," establish its application process and requirements, identify prohibited locations, and set forth standards for installation and maintenance. This amendment is proposed to allow and regulate the use of artificial turf in the City.

Staff recommends approval of the subject amendments to the Land Development Regulations to allow and establish standards for the use of artificial turf.

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

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ordinance_No._25-003-_Artificial_turf.docx
Staff Report
Exhibit A _ Artificial Turf
Presentation Artificial Turf.pptx
business-impact-estimate-Artificial Turf.pdf

ORDINANCE NO. 25-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART III "LAND DEVELOPMENT REGULATIONS," CHAPTER 1 "GENERAL ADMINISTRATION," ARTICLE II "DEFINITIONS;" AMENDING CHAPTER 2 "LAND DEVELOPMENT PROCESS," ARTICLE II "PLANNING AND ZONING DIVISION SERVICES," SECTION 5 "PERMIT APPLICATIONS;" AMENDING CHAPTER 3 "ZONING," ARTICLE V "SUPPLEMENTAL REGULATIONS," SECTION 3 "COMMON BUILDING APPURTENANCES, FREESTANDING STRUCTURES AND SITE AMENITIES, EXCLUDING WALLS AND FENCES;" AMENDING CHAPTER 4 "SITE DEVELOPMENT STANDARDS," ARTICLE VIII "UTILITY INFRASTRUCTURE DESIGN STANDARDS," SECTION 3 "STANDARDS;" ESTABLISHING REGULATIONS FOR ARTIFICIAL TURF; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to establish regulations for the installation and use of artificial turf within the City; and

WHEREAS, the City Council finds that proper regulation of artificial turf is necessary to ensure drainage standards, environmental protection, and aesthetic quality throughout the City; and

WHEREAS, the City Council has determined that these regulations serve the public health, safety, and welfare of the citizens of the City of Boynton Beach; and,

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: Part III "Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions" is hereby amended to read as follows:

…

ARTIFICIAL TURF – A surface material made from synthetic, man-made fibers or similar materials designed to resemble natural grass. Artificial turf shall consist of green, lifelike individual blades that closely mimic the appearance and color of natural grass.

…

IMPERVIOUS SURFACE - A surface that does not allow or minimally allows water percolation.

…

PERVIOUS SURFACE – A surface that allows water to infiltrate and percolate through the underlying soil. At least 90% of the pervious surface area must be covered by living plant material, while the remaining 10% may consist of mulch or other non-living, pervious materials.

…

Section 4: Part III "Land Development Regulations," Chapter 2 "Land Development Process," Article II "Planning And Zoning Division Services," Section 5 "Permit Applications" is hereby amended to read as follows:

…

B. Zoning Permit.

1. General.

a. Purpose and Intent. The purpose and intent of this subsection is to set forth a well-defined application process, review criteria, and uniform procedure for the processing of zoning permits and zoning verification letters, to ensure that certain structures and site improvements comply with the respective requirements and standards described in these Land Development Regulations and the city's Code of Ordinances.

b. Applicability. A zoning permit, issued by the Planning and Zoning Division, shall be required for accessory structures and site improvements proposed on any parcel or development, unless otherwise specified herein. The following types of requests or improvements do not require a building permit or other permits, but do require a zoning permit or zoning verification.

Such i~~I~~mprovements or requests that require a zoning permit include, but are not limited to ~~the following~~:

(1) Accessory structures, limited to a maximum of one (1) open air structure or gazebo less than one hundred (100) square feet and used in connection with a principal residential dwelling or use. Chickee huts are exempt from the above size limitation;

(2) Animal enclosures;

(3) Fences on residential property (single-family; two-family; and single-family attached if fee-simple ownership) with a maximum height of six (6) feet; unless used as a barrier around a swimming pool, spa, or rooftop equipment;

(4) Impervious surfaces that are unenclosed and uncovered, including but not limited to driveways, patios, steps, stoops, terraces, sidewalks, and the like, regardless of proposed surface materials (e.g., pavers, asphalt, concrete, etc.). Impervious surfaces may be subject to review for compliance with the drainage standards of Chapter 4, Article VIII, Section 3.G, and/or the Engineering Design Handbook and Construction Standards. This review requires the submittal of a drainage plan prepared by a licensed Professional Engineer.

~~The zoning permit shall not be applicable to new impervious surfaces and improvements normally administered by other Divisions in the city, such as by the Engineering or Building Divisions. A land development permit (LDP) from the Engineering Division shall be required in lieu of a zoning permit for any proposed driveway, patio, terrace, sidewalk, or the like in excess of eight hundred (800) square feet. Impervious surfaces or improvements that would require a building permit (in lieu of a zoning permit) include reinforced concrete pads connecting with existing buildings to be used as a slab for future building additions; required handicapped accessible~~

~~routes; framed decking improvements; or other similar improvements. It should be noted that any proposed impervious surface and/or site improvement that decreases permeable land area in excess of eight hundred (800) square feet on any given parcel in the city shall be reviewed~~.

(5) Artificial Turf. The permit application for artificial turf shall include the following:

(a) Documentation specifying the material and installation of the artificial turf system.

(b) Proof that the artificial turf is manufactured in the United States of America to ensure compliance with current Federal and State safety standards and prevent harmful chemicals from contaminating the soil or water.

(c) Artificial Turf may be subject to review for compliance with the drainage standards required in Chapter 4, Article VIII, Section 3.G, and/or the Engineering Design Handbook and Construction Standards. This review requires the submittal of a drainage plan prepared by a licensed Professional Engineer.

(6) ~~(5)~~ Community gardens. See site plan review (Section 2.F. above) for community gardens containing storage and/or agricultural structures that are greater than one hundred (100) square feet. All agricultural structures and storage structures greater than one hundred (100) square feet shall require approval of a building permit in accordance Chapter 2, Article IV, Section 2.

...

3. Review Criteria. Each structure or improvement shall comply with the following: 1) all zoning requirements of Chapter 3, including the supplemental regulations of Article V; 2) all applicable site development standards described in Chapter 4; and 3) the applicable regulations of City Code of Ordinances Part II. Notwithstanding compliance with the aforementioned regulations and standards, their specific provisions are referenced as follows:

…

h. Artificial turf. Chapter 3, Article V, Section 3.CC.

…

Section 4: Part III "Land Development Regulations," Chapter 3 "Zoning," Article V "Supplemental Regulations," Section 3 "Common Building Appurtenances, Freestanding Structures and Site Amenities, Excluding Walls And Fences" is hereby amended to read as follows:

SECTION 3. Common Building Appurtenances, Freestanding Structures, and Site Amenities, Excluding Walls and Fences.

…

CC. Artificial Turf.

1. General. In all locations and uses, artificial turf shall be considered and reviewed as an impervious surface. However, it shall not be subject to Chapter 4, Article V, Sec. 2.A.4. Driveways and other impervious surfaces within front or side yards of single- and two-family dwelling units.
2. Prohibited Locations. Artificial turf shall be prohibited in the following areas:
    a. Area designed for drainage, including but not limited to swales, ponds, drainage easements, and retention areas.
    b. Utility Easements, unless approved by the utility provider.
    c. Landscape area outlined under Chapter 4, Article I. Environmental Protection Standards, and II. Landscape Design and Buffering Standards.
    d. Streets and Rights-of-way.
    e. Waterways and waterway banks.
    f. Historic Preservation Properties listed on the national or local registry.
    g. Any area or circumstance that may threaten the natural habitat or conflict with other governmental regulations.

3. Installation and Maintenance. All artificial turf must be:

a. Manufactured in the United States of America to ensure compliance with current safety standards and prevent harmful chemicals from contaminating the soil or water.

b. Installed according to the manufacturer's specifications.

c. Kept clean and free of dirt, stains, debris, weeds, tears, and fading. Maintenance includes regular cleaning, brushing, removing debris, repairing damage, and maintaining edges.

d. Replaced if it becomes damaged, such as fading, holes, or loose areas. Repairs or replacements must match the original materials and blend seamlessly with the existing turf.

4. Outdoor plastic or nylon carpeting that attempts to mimic artificial turf is prohibited.

…

Section 5: Part III "Land Development Regulations," Chapter 4 "Site Development Standards," Article VIII "Utility Infrastructure Design Standards," Section 3 "Standards" is hereby amended to read as follows:

SECTION 3. Standards

…

G. Drainage, Stormwater, and Wastewater Management.

1. Drainage.

a. Applicability. ~~Any p~~Proposed building additions, swimming pools, patios, driveways, decks, or similar structures or improvements that decrease~~s~~ the pervious ~~permeable land~~ surface area by the thresholds below, shall provide a drainage plan and drainage calculations prepared by a Florida licensed Professional Engineer. ~~in excess of eight hundred (800) square feet on any parcel shall provide a professionally prepared drainage plan.~~

(1) Single Family and Two-Family Lots.

(a) All impervious surfaces except artificial turf. If the addition exceeds eight hundred (800) square feet or results in less than forty percent (40%) total pervious surface area of the lot.

(b) Artificial turf. If the addition exceeds one thousand (1,000) square feet or results in less than forty percent (40%) total pervious surface area of the lot.

(2) All Other Lots.

(a) All impervious surfaces except artificial turf. If an addition of impervious surface exceeds eight hundred (800) square feet or results in less than sixty percent (60%) total pervious surface area of the lot.

(b) Artificial turf. If the addition exceeds one thousand (1,000) square feet or results in less than sixty percent (60%) total pervious surface area of the lot.

~~In addition, an adequate storm, surface and ground water drainage system, including necessary ditches, canals, swales, percolation areas, detention ponds, storm sewers, exfiltration trenches, drain inlets, manholes, headwalls, endwalls, culverts, bridges and other appurtenances shall be required in all subdivisions.~~

Any development that is part of an overall master stormwater plan may have the provisions of this paragraph waived at the sole discretion of the City Engineer or designee.

b. Design Standards. Construction plans and certified drainage design data includes but is not limited to the method of control of storm water and groundwater; drainage plan; existing water elevations; recurring high water elevations; proposed design water elevations; drainage structures; canals; ditches; and any other pertinent information pertaining to the system. Provide for drainage of lots, streets, roads and other public areas including surface waters which drain into or through the property. The drainage design must provide adequate surface water drainage of naturally occurring or existing adjacent contributory areas. All drainage areas shall be designed in

accordance with the Engineering Design Handbook and Construction Standards or latest supplement thereof. Where additional ditches and canals are required to accommodate contributory surface waters, right-of-way shall be dedicated for future needs. An exception exists where a developer may excavate or open sufficient capacity to provide for existing drainage needs whenever the developed or undeveloped status of adjacent areas so warrants, subject to approval by the City Engineer.

In addition, an adequate storm, surface and ground water drainage system, including necessary ditches, canals, swales, percolation areas, detention ponds, storm sewers, exfiltration trenches, drain inlets, manholes, headwalls, endwalls, culverts, bridges and other appurtenances shall be required in all subdivisions.

…

Section 5: 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 6: 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 eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 7: 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 8. Effective Date. That this Ordinance shall take effect immediately upon adoption and signature by the Mayor.

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 underlined type are additions.

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 25-002

STAFF REPORT

TO: Mayor Rebecca Shelton
Members of the City Commission

THRU: Amanda Radigan, AICP, LEED AP
Planning and Development Director

FROM: Leticia Sabio, Planner I
Jae Eun Kim, Principal Planner

DATE: April 15, 2025

REQUEST: Approve modifications (CDRV 25-002) amending Chapter 1, Article II. Definitions, Chapter 2. Article II, Section 5. B. Zoning Permit, Chapter 3, Article V, Section 3. Common Building Appurtenances, Freestanding Structures, and Site Amenities, Excluding Walls and Fences, and Chapter 4, Article VIII, Section 3.G. Drainage, Stormwater, and Wastewater Management of Part III Land Development Regulations, to establish standards for the use of Artificial Turf.

OVERVIEW

There has been a steady increase in desire to incorporate the use of the artificial turf within the city. The City Commission directed staff to review options to permit the use and establish standards for the use of artificial turf. On November 4, 2024, staff presented a review of findings summarizing how various municipalities regulate artificial turf.

Staff's research showed that several cities, including Greenacres, Jupiter, and Palm Springs, have banned artificial turf entirely, while others, like Delray Beach, Lake Worth, Wellington, and West Palm Beach, allow it only in rear and side yards. Staff also found that ensuring proper drainage and minimizing environmental impacts were the primary concern of the artificial turf use. To mitigate potential issues related to the site drainage and long-term maintenance, staff recommends clear standards, including permit requirements, drainage compliance, and manufacturing and installation.

The proposed amendment, attached as Exhibit "A", is drafted based on the review of best practices and the general direction given by the City Commissioner at the November 4, 2024 City Commission meeting.

The City's current Land Development Regulations (LDRs) do not address the use of artificial turf or the associated review process. Staff proposes this amendment to define "artificial turf," establish its application process and requirements, identify prohibited locations, and set forth standards for installation and maintenance. This amendment is proposed to allow and regulate the use of artificial turf in the City.

PROPOSED AMENDMENTS

Definitions

The current Land Development Regulations (LDRs) do not define artificial turf. The proposed amendment to Chapter 1, Article II. Definitions establishes clear definitions of "artificial turf"

and other relevant definitions, as follows:

ARTIFICIAL TURF – A surface material made from synthetic, man-made fibers or similar materials designed to resemble natural grass. Artificial turf shall consist of green, lifelike individual blades that closely mimic the appearance and color of natural grass.

IMPERVIOUS SURFACE – A surface that does not allow or minimally allows water percolation.

PERVIOUS SURFACE – A surface that allows water to infiltrate and percolate through the underlying soil. At least 90% of the pervious surface area must be covered by living plant material, while the remaining 10% may consist of mulch or other non-living, pervious materials.

Permit Review Process

The proposed amendment to Chapter 2, Article II, Section 5.B. Zoning Permits, outlines the zoning permit application and review process, to include a new subsection for artificial turf. The permit application for artificial turf will require applicable standard submittals and be reviewed and processed accordingly.

Applicable standards to review the artificial turf permit include documentation detailing the material and installation of the artificial turf system, as well as proof that the artificial turf is manufactured in the United States of America to ensure compliance with current safety standards and prevent harmful chemicals from contaminating the soil or water.

Staff also proposes amendments to Chapter 4, Article VIII, Section 3.G. Drainage, Stormwater, and Wastewater Management to require a drainage plan and calculations in certain circumstances as the artificial turf area may impact the site drainage.

Applicability and Requirements

Chapter 3, Article V, Section 3. CC. Artificial Turf is established in the proposed amendment to include permissible areas and standards for installation and maintenance.

The proposed regulations allow artificial turf in all districts, provided it does not negatively impact natural habitats or conflict with other governmental regulations. Examples of such areas include drainage-designated zones (e.g., swales, ponds, drainage easements, and retention areas), landscape buffers, rights-of-way, waterways, water banks, and historic preservation properties. Additional requirements stipulate that artificial turf must be installed in accordance with the manufacturer's specifications and must be manufactured in the United States to ensure compliance with safety standards. Furthermore, the turf must be maintained in good condition, kept clean, and replaced if damaged in a manner that affects the integrity and appearance of the material.

CONCLUSION/RECOMMENDATION

Staff recommends approval of the subject amendments to the Land Development Regulations to allow and establish standards for the use of artificial turf.

Attachments

PART III LAND DEVELOPMENT REGULATIONS

…

CHAPTER 1. GENERAL ADMINISTRATION

…

ARTICLE II. DEFINITIONS

…

ART, BOOK, CRAFT, HOBBY, MUSIC, SPORTING GOOD, & TOY STORE - Establishments primarily engaged in the retail sale (including accessory repair service) of one or more of the following: 1) art for retail sale in art galleries; 2) new books or magazines; 3) craft and hobby items, including sewing machines and supplies, new fabrics, patterns, yarns, needlework and the like; 4) new compact and digital video disks, musical instruments, and sheet music; 5) sporting goods and supplies, including scuba equipment, bicycles, mopeds, and motor scooters (with engines not exceeding 150 cubic centimeters), camping equipment, boats, trailers and recreational vehicles; or 6) toys. Any motorized moped or scooter with an engine in excess of 150 cubic centimeters is classified as a "motorcycle" and regulated as a NEW or USED AUTO DEALER. This use excludes any merchandise that would be classified as adult entertainment.

ARTIFICIAL TURF – A surface material made from synthetic, man-made fibers or similar materials designed to resemble natural grass. Artificial turf shall consist of green, lifelike individual blades that closely mimic the appearance and color of natural grass.

ARTIST OR PROFESSIONAL ARTIST - A practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and ability. Indications of a person's status as a professional artist include, but are not limited to, income realized through the sole commission of artwork, frequent or consistent art exhibitions, placement of artwork in public institutions or museums, receipt of honors and awards, and training in the arts.

…

IMPACT FEE - A charge applied to new development to generate revenue for the construction or expansion of capital facilities located off-site that benefit the contributing development.

IMPERVIOUS SURFACE - A surface that does not allow or minimally allows water percolation.

IMPROVEMENT - Includes, but not limited to, street pavements, curbs and gutters, sidewalks, alley pavements, walkway pavements, water mains, sanitary sewer, storm sewers or drains, street names, signs, landscaping, permanent reference monuments (PRMs), permanent control points (PCPs), monuments, or any other improvement required by the city.

…

PERVIOUS PAVEMENT - A pavement system that consists of a sustainable design which allows for percolation of rainfall.

PERVIOUS SURFACE – A surface that allows water to infiltrate and percolate through the underlying soil. At least 90% of the pervious surface area must be covered by living plant material, while the remaining 10% may consist of mulch or other non-living, pervious materials.

PET CARE (BOARDING AND DAYCARE) - An establishment primarily engaged in the keeping of animals for short-term purposes (daycare) or for extended periods of time (boarding). This use excludes indoor/outdoor commercial kennels, animal shelters (dog pound), and breeders.

…

CHAPTER 2. LAND DEVELOPMENT PROCESS

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ARTICLE II. PLANNING AND ZONING DIVISION SERVICES

…

SECTION 5. Permit Applications

…

B. Zoning Permit.

1. General.

a. Purpose and Intent. The purpose and intent of this subsection is to set forth a well-defined application process, review criteria, and uniform procedure for the processing of zoning permits and zoning verification letters, to ensure that certain structures and site improvements comply with the respective requirements and standards described in these Land Development Regulations and the city's Code of Ordinances.

b. Applicability. A zoning permit, issued by the Planning and Zoning Division, shall be required for accessory structures and site improvements proposed on any parcel or development, unless otherwise specified herein. The following types of requests or improvements do not require a building permit or other permits, but do require a zoning permit or zoning verification.

~~Such i~~Improvements or requests that require a zoning permit include, but are not limited to ~~the following~~:

(1) Accessory structures, limited to a maximum of one (1) open air structure or gazebo less than one hundred (100) square feet and used in

connection with a principal residential dwelling or use. Chickee huts are exempt from the above size limitation;

(2) Animal enclosures;

(3) Fences on residential property (single-family; two-family; and single-family attached if fee-simple ownership) with a maximum height of six (6) feet; unless used as a barrier around a swimming pool, spa, or rooftop equipment;

(4) Impervious surfaces that are unenclosed and uncovered, including but not limited to driveways, patios, steps, stoops, terraces, sidewalks, and the like, regardless of proposed surface materials (e.g., pavers, asphalt, concrete, etc.). Impervious surfaces may be subject to review for compliance with the drainage standards of Chapter 4, Article VIII, Section 3.G, and/or the Engineering Design Handbook and Construction Standards. This review requires the submittal of a drainage plan prepared by a licensed Professional Engineer.

~~The zoning permit shall not be applicable to new impervious surfaces and improvements normally administered by other Divisions in the city, such as by the Engineering or Building Divisions. A land development permit (LDP) from the Engineering Division shall be required in lieu of a zoning permit for any proposed driveway, patio, terrace, sidewalk, or the like in excess of eight hundred (800) square feet. Impervious surfaces or improvements that would require a building permit (in lieu of a zoning permit) include reinforced concrete pads connecting with existing buildings to be used as a slab for future building additions; required handicapped accessible routes; framed decking improvements; or other similar improvements.~~

~~It should be noted that any proposed impervious surface and/or site improvement that decreases permeable land area in excess of eight hundred (800) square feet on any given parcel in the city shall be reviewed~~

(5) Artificial Turf. The permit application for artificial turf shall include the following:

(a) Documentation specifying the material and installation of the artificial turf system.

(b) Proof that the artificial turf is manufactured in the United States of America to ensure compliance with current safety standards and prevent harmful chemicals from contaminating the soil or water.

(c) Artificial Turf may be subject to review for compliance with the drainage standards required in Chapter 4, Article VIII, Section 3.G, and/or the Engineering Design Handbook and Construction Standards. This review requires the submittal of a drainage plan prepared by a licensed Professional Engineer.

(6) ~~(5)~~ Community gardens. See site plan review (Section 2.F. above) for community gardens containing storage and/or agricultural structures that are greater than one hundred (100) square feet. All agricultural structures and storage structures greater than one hundred (100) square feet shall require approval of a building permit in accordance Chapter 2, Article IV, Section 2.

c. Compliance with Florida Building Code. Any proposed structure or improvement that includes an electrical, plumbing, or other similar component which is subject to compliance with the Florida Building Code, shall require a building permit, and the review for such improvement that would have been conducted as part of the zoning permit process, will alternatively occur as part of the review for the building permit. See Chapter 2, Article IV for additional regulations regarding the building permit review process and procedures.

2. Submittal Requirements. See Section 1.D. above for the submittal requirements of this application.

3. Review Criteria. Each structure or improvement shall comply with the following: 1) all zoning requirements of Chapter 3, including the supplemental regulations of Article V; 2) all applicable site development standards described in Chapter 4; and 3) the applicable regulations of City Code of Ordinances Part II. Notwithstanding compliance with the aforementioned regulations and standards, their specific provisions are referenced as follows:

   a. Fences. Chapter 3, Article V, Section 2;

   b. Arbors, trellises, and pergolas. Chapter 3, Article V, Section 3.F.;

   c. Open air structures and gazebos. Chapter 3, Article V, Section 3.G.;

   d. Permanent sheds and storage structures. Chapter 3, Article V, Section 3.E.1.;

   e. Decks, patios, steps, stoops, and terraces (unenclosed and uncovered). Chapter 3, Article V, Section 3.B.;

   f. Animal enclosure. City Code of Ordinances Part II, Chapter 4, Section 4-4; and

   g. Driveways for single-family and duplex dwellings. Chapter 4, Article V, Section 2.B.

   h. Artificial turf. Chapter 3, Article V, Section 3.CC.

4. Approval Process. The application shall be reviewed by staff and action will be taken by the appropriate administrative official.

5. Expiration. A zoning permit is valid for a period not to exceed six (6) months from the date of issuance. If construction of the improvement covered by the zoning permit has not commenced within this time period, the permit shall expire and be cancelled with written notice to the applicant.

6. Time Extension. An extension of the permit for a period not to exceed ninety (90) days may be requested in writing by the applicant if received by the Division prior to permit expiration.
(Ord. 10-025, passed 12-7-10)

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CHAPTER 3. ZONING

…

ARTICLE V. SUPPLEMENTAL REGULATIONS

…

SECTION 3. Common Building Appurtenances, Freestanding Structures, and Site Amenities, Excluding Walls and Fences.

…

BB. Miscellaneous.

1. Amusement Rides. Miscellaneous structures, such as coin-operated rides and other amusement devices, shall only be allowed within the principal structure, excluding those used in conjunction with an arts, entertainment, and recreational establishment.

2. Donation Bins. See Chapter 4, Article III, Section 3.F.3. for additional standards regarding donation bins.

3. Helicopter Pads (aka Helistops). See City Code of Ordinances Part II, Chapter 15, Article V for regulations regarding aircraft landing facilities.

4. Animal Enclosures. See City Code of Ordinances Part II, Chapter 4 for the regulations regarding animal enclosures (dog houses).

5. Newsracks. See City Code of Ordinances Part II, Chapter 15, Article VI for regulations regarding newsracks.

6. Other Structures and Amenities. All other amenities and structures that are similar, but not specifically mentioned in the above, shall require applications to the Director of Development.

CC. Artificial Turf.

1. General. In all locations and uses, artificial turf shall be considered and reviewed as an impervious surface. However, it shall not be subject to Chapter 4, Article V, Sec. 2.A.4. Driveways and other impervious surfaces within front or side yards of single- and two-family dwelling units.

2. Prohibited Locations. Artificial turf shall be prohibited in the following areas:

    a. Area designed for drainage, including but not limited to swales, ponds, drainage easements, and retention areas.

    b. Utility Easements, unless approved by the utility provider.

    c. Landscape area outlined under Chapter 4, Article I. Environmental Protection Standards, and II. Landscape Design and Buffering Standards.

    d. Streets and Rights-of-way.

    e. Waterways and waterway banks.

    f. Historic Preservation Properties listed on the national or local registry.

    g. Any area or circumstance that may threaten the natural habitat or conflict with other governmental regulations.

3. Installation and Maintenance. All artificial turf must be:

    a. Manufactured in the United States of America to ensure compliance with current safety standards and prevent harmful chemicals from contaminating the soil or water.

    b. Installed according to the manufacturer's specifications.

    c. Kept clean and free of dirt, stains, debris, weeds, tears, and fading. Maintenance includes regular cleaning, brushing, removing debris, repairing damage, and maintaining edges.

    d. Replaced if it becomes damaged, such as fading, holes, or loose areas. Repairs or replacements must match the original materials and blend seamlessly with the existing turf.

4. Outdoor plastic or nylon carpeting that attempts to mimic artificial turf is prohibited.

Sec. 4. Sale of Used Merchandise.

…

CHAPTER 4. SITE DEVELOPMENT STANDARDS

…

ARTICLE VIII. UTILITY AND INFRASTRUCTURE DESIGN STANDARDS

…

SECTION. 3. Standards

…

G. Drainage, Stormwater, and Wastewater Management.

1. Drainage.

a. Applicability. P~~Any p~~roposed building addition~~s~~, swimming pool~~s~~, patio~~s~~, driveway~~s~~, deck~~s~~, or similar structure~~s~~ or improvement~~s~~ that decrease~~s~~ the pervious ~~permeable land~~ surface area by the thresholds below, shall provide a drainage plan and drainage calculations prepared by a Florida licensed Professional Engineer. ~~in excess of eight hundred (800) square feet on any parcel shall provide a professionally prepared drainage plan.~~

(1) Single Family and Two-Family Lots.

(a) All impervious surfaces except artificial turf. If the addition exceeds eight hundred (800) square feet or results in less than forty percent (40%) total pervious surface area of the lot.

(b) Artificial turf. If the addition exceeds one thousand (1,000) square feet or results in less than forty percent (40%) total pervious surface area of the lot.

(2) All Other Lots.

(a) All impervious surfaces except artificial turf. If an addition of impervious surface exceeds eight hundred (800) square feet or results in less than sixty percent (60%) total pervious surface area of the lot.

(b) Artificial turf. If the addition exceeds one thousand (1,000) square feet or results in less than sixty percent (60%) total pervious surface area of the lot.

~~In addition, an adequate storm, surface and ground water drainage system, including necessary ditches, canals, swales, percolation areas, detention ponds, storm sewers, exfiltration trenches, drain inlets, manholes, headwalls, endwalls, culverts, bridges and other appurtenances shall be required in all subdivisions.~~

Any development that is part of an overall master stormwater plan may have the provisions of this paragraph waived at the sole discretion of the City Engineer or designee.

b. Design Standards. Construction plans and certified drainage design data includes but is not limited to the method of control of storm water and groundwater; drainage plan; existing water elevations; recurring high water elevations; proposed design water elevations; drainage structures; canals; ditches; and any other pertinent information pertaining to the system. Provide for drainage of lots, streets, roads and other public areas including surface waters which drain into or through the property. The drainage design must provide adequate surface water drainage of naturally occurring or existing

adjacent contributory areas. All drainage areas shall be designed in accordance with the Engineering Design Handbook and Construction Standards or latest supplement thereof. Where additional ditches and canals are required to accommodate contributory surface waters, right-of-way shall be dedicated for future needs. An exception exists where a developer may excavate or open sufficient capacity to provide for existing drainage needs whenever the developed or undeveloped status of adjacent areas so warrants, subject to approval by the City Engineer.

In addition, an adequate storm, surface and ground water drainage system, including necessary ditches, canals, swales, percolation areas, detention ponds, storm sewers, exfiltration trenches, drain inlets, manholes, headwalls, endwalls, culverts, bridges and other appurtenances shall be required in all subdivisions.

c. Drainage Easement. Drainage easements shall be provided where necessary at a width adequate to accommodate the drainage facilities in accordance with the Engineering Design Handbook and Construction Standards. Utility easements and drainage easements shall be separate unless otherwise approved by the Director of Utilities and the City Engineer. Where easement crossings occur, drainage easements shall take precedent.

2. Stormwater Management. When approved positive drainage is not available, on-site containment of stormwater run-off shall be provided by the developer. Details of the on-site system shall be approved by the City Engineer.

a. Applicability. Storm water shall be treated in the development by providing on-site percolation and/or detention or any appropriate treatment technique acceptable to the South Florida Water Management District (SFWMD).

b. Design Standards. Rainfall runoff, surface waters, and groundwaters shall be managed in developments to optimize water quality and maximize percolation and detention to promote the re-use of this resource. All stormwater/wastewater areas shall be designed in accordance with the Engineering Design Handbook and Construction Standards or latest supplement thereof. However, pervious areas shall be sodded and irrigated unless other landscaping is approved by the Director of Planning and Zoning.

H. Canals and Waterways.

…



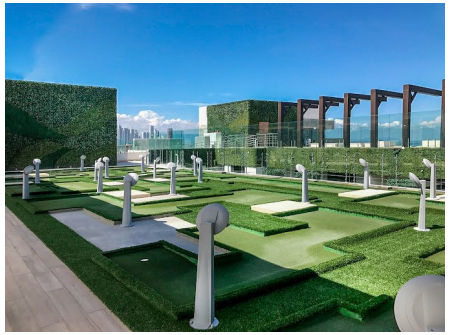
Artificial Turf

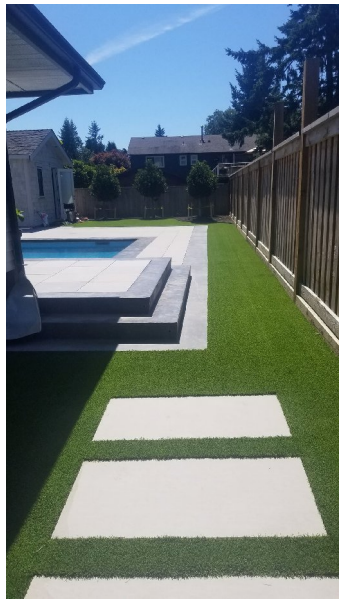
Amendment to Land Development Regulations
CDRV 25-002

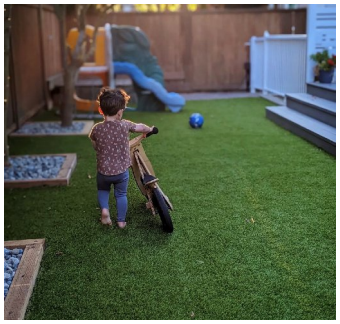
Planning and Zoning Division
May 6, 2025











Overview

There is a growing demand for the use of artificial turf. Staff proposes this amendment to:

- Define “artificial turf”;
- Establish the application process and review documents;
- Identify prohibited locations; and
- Standardize installation and maintenance.

Research and Findings

Comparison Among Cities

- **Cities that allow artificial turf only in the side or rear yards:**

  Delray Beach | Lake Worth | Wellington | West Palm Beach

- **Cities that do not allow artificial turf:**

  Greenacres | Jupiter | Palm Springs

Generally, research has shown that cities:

- Do not allow artificial turf within rights-of-way, swales, or drainage easements;
- Do require a permit and manufacturing specifications;
- Do require a permit to verify drainage requirements and any adverse impacts to adjacent properties.

Definitions

Part III, Chapter 1, Article II. Definitions

Definition of ARTIFICIAL TURF:

A surface material made from synthetic, man-made fibers or similar materials designed to resemble natural grass. Artificial turf shall consist of green, lifelike individual blades that closely mimic the appearance and color of natural grass.

Definitions of impervious and pervious surfaces are also established with this amendment to review the use of ARTIFICIAL TURF.





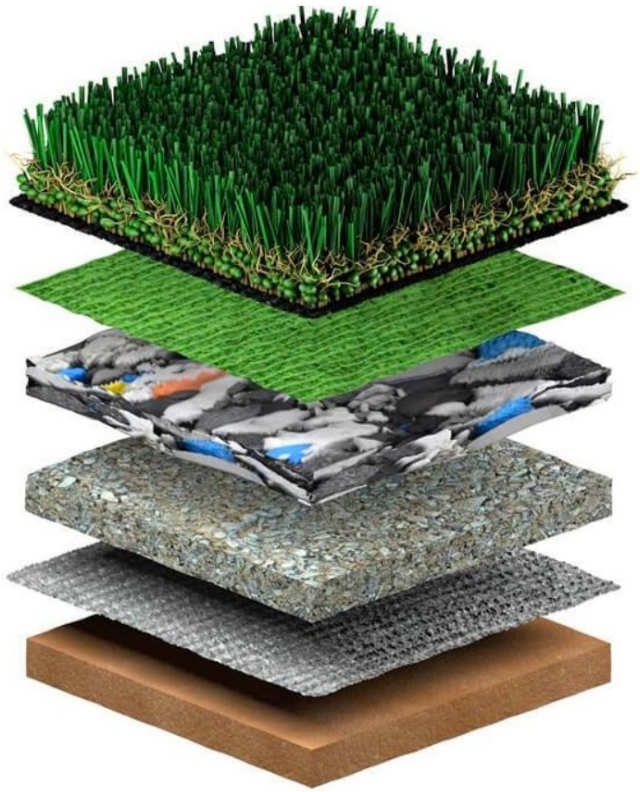
Permit Review Process

Chapter 2, Article II, Section 5.B. Zoning Permits

Artificial turf will be reviewed and processed as **Zoning Permit**.

Application shall include:

- Standardized documents and plans required for Zoning Permit;
- Documentation detailing the material and installation of the artificial turf system;
- Proof of “Made in USA” to ensure compliance with current safety standards;
- May require a drainage plan under certain circumstances.



Installation and Maintenance

Chapter 3, Article V, Section 3.CC. Artificial Turf

Artificial Turf shall be:

- Installed in accordance with the manufacturer’s specifications;
- Manufactured in the USA to comply with safety standards;
- Kept clean and in good conditions to maintain as original appearance.







Allowed Use and Location

Chapter 3, Article V, Section 3.CC. Artificial Turf

Single family and two-family lots









Parks and Recreation





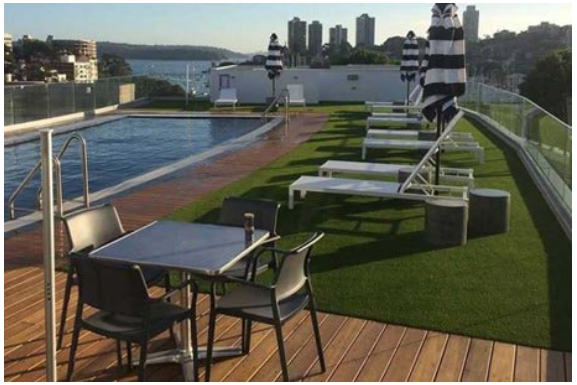
Allowed Use and Location

Chapter 3, Article V, Section 3.CC. Artificial Turf

Mixed-use and Commercial









Artificial turf is **allowed in ALL districts**, expect the following:

- Areas designated for drainage, such as swales, ponds, drainage easements, and retention areas;
- Landscape areas required per Code;
- Rights-of-way;
- Waterways and water banks;
- Registered historic properties.

Questions?

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 PART III "LAND DEVELOPMENT REGULATIONS," CHAPTER 1 "GENERAL ADMINISTRATION," ARTICLE II "DEFINITIONS;" AMENDING CHAPTER 2 "LAND DEVELOPMENT PROCESS," ARTICLE II "PLANNING AND ZONING DIVISION SERVICES," SECTION 5 "PERMIT APPLICATIONS;" AMENDING CHAPTER 3 "ZONING," ARTICLE V "SUPPLEMENTAL REGULATIONS," SECTION 3 "COMMON BUILDING APPURTENANCES, FREESTANDING STRUCTURES AND SITE AMENITIES, EXCLUDING WALLS AND FENCES;" AMENDING CHAPTER 4 "SITE DEVELOPMENT STANDARDS," ARTICLE VIII "UTILITY INFRASTRUCTURE DESIGN STANDARDS," SECTION 3 "STANDARDS;" ESTABLISHING REGULATIONS FOR ARTIFICIAL TURF; 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;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ 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.

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):

See Above.

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:

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

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):

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.
05/ 6/2025

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Ordinance No. 25-004- Second Reading, An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending the art in public places and public beautification regulations of the code of ordinances; repealing part II "Code of Ordinances," Chapter 2 "Administration," Article XI "Arts Commission," and Article XII "Art in Public Places Program;" repealing Chapter 27 "Advisory Boards and Committees," Article II "Boynton Beach Art Advisory Board," Section 27-21 "Intent," Section 27-22 "Definitions," Section 27-25 "Establishment of Public Art Fee," Section 27-26 "Public Art Fund," and Section 27-27 "Art in Public Places Guidelines;" amending Chapter 27 "Advisory Boards and Committees," Article II "Boynton Beach Art Advisory Board," Section 27-24 "Purpose and Duties;" amending Part III "Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions," and Article V "Housing Initiatives," Section 1 "State Housing Initiatives Partnership Act;" amending Part III "Land Development Regulations," Chapter 2 "Land Development Process," Article VI "Impact and Selected Fees," Section 5 "Art in Public Places;" amending Chapter 4 "Site Development Standards," Article XIV "Murals;" establishing regulations to regulate and provide standards of the art in public places program and public beautification; providing for codification; providing for severability; providing for conflicts; and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-004, at second reading.

Explanation of Request: Staff is proposing to amend the standards and regulations pertaining to the Art in Public Places program to consolidate provisions, recodify the review and approval process, and relocate to be outlined in Part III Land Development Regulations from Part II Code of Ordinances. Furthermore, staff is proposing the amendment to allow the City to utilize the Public Art Fund for public space beautification purposes.

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

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:

Ordinance No. 25-004- Public Art Program.docx
Staff Report
Exhibit A _ Public Art Program.pdf
CC-05-06-25- Staff Presentation, CDRV 25-005 Public Art Amendment.pptx
business-impact-estimate-Art in Public Places.pdf

ORDINANCE NO. 25-004

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE ART IN PUBLIC PLACES AND PUBLIC BEAUTIFICATION REGULATIONS OF THE CODE OF ORDINANCES; REPEALING PART II "CODE OF ORDINANCES," CHAPTER 2 "ADMINISTRATION," ARTICLE XI "ARTS COMMISSION," AND ARTICLE XII "ART IN PUBLIC PLACES PROGRAM;" REPEALING CHAPTER 27 "ADVISORY BOARDS AND COMMITTEES," ARTICLE II "BOYNTON BEACH ART ADVISORY BOARD," SECTION 27-21 "INTENT," SECTION 27-22 "DEFINITIONS," SECTION 27-25 "ESTABLISHMENT OF PUBLIC ART FEE," SECTION 27-26 "PUBLIC ART FUND," AND SECTION 27-27 ART IN PUBLIC PLACES GUIDELINES;" AMENDING CHAPTER 27 "ADVISORY BOARDS AND COMMITTEES," ARTICLE II "BOYNTON BEACH ART ADVISORY BOARD," SECTION 27-24 "PURPOSE AND DUTIES;" AMENDING PART III "LAND DEVELOPMENT REGULATIONS," CHAPTER 1 "GENERAL ADMINISTRATION," ARTICLE II "DEFINITIONS," AND ARTICLE V "HOUSING INITIATIVES," SECTION 1 "STATE HOUSING INITIATIVES PARTNERSHIP ACT;" AMENDING PART III "LAND DEVELOPMENT REGULATIONS," CHAPTER 2 "LAND DEVELOPMENT PROCESS," ARTICLE VI "IMPACT AND SELECTED FEES," SECTION 5 "ART IN PUBLIC PLACES;" AMENDING CHAPTER 4 "SITE DEVELOPMENT STANDARDS," ARTICLE XIV "MURALS;" ESTABLISHING REGULATIONS TO REGULATE AND PROVIDE STANDARDS OF THE ART IN PUBLIC PLACES PROGRAM AND PUBLIC BEAUTIFICATION; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission desires to amend the standards and regulations pertaining to the Art in Public Places program, and to allow the City to use the Public Art Fund for public space beautification purposes; and

WHEREAS, the City Commission finds that the removal of superseded and duplicate regulations from the City's Code of Ordinances, the recodification of the City's Land Development Regulations, and the amendment of regulations of the Art in Public Places program are needed for the continued provision of art while also allowing for the beautification of public spaces for the public benefit; and

WHEREAS, the City Commission finds that the proposed amendment will provide additional clarification for the Art in Public Places program's process, provides clear direction to applicants, and permit applicants to provide a Public Art Project at the value of 70% of the Public Art Budget or a Payment-in-Lieu of a Public Art Project at 60% of the value of the Public Art Budget if paid directly to the Public Art Fund; and

WHEREAS, the City Commission has determined that these regulations serve the public health, safety, and welfare of the citizens of the City of Boynton Beach; and,

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: Part II "Code Of Ordinances," Chapter 2 "Administration," Article XI "Arts Commission," and Article XII "Art In Public Places Program" are hereby repealed in their entirety.

Section 3: Part II "Code Of Ordinances," Chapter 27 "Advisory Boards And Committees," Article II "Boynton Beach Art Advisory Board," Section 27-21 "Intent," Section 27-22 "Definitions," Section 27-25 "Establishment Of Public Art Fee," Section 27-26 "Public Art Fund," and Section 27-27 Art In Public Places Guidelines" are hereby repealed in their entirety.

Section 4: Chapter 27 "Advisory Boards And Committees," Article II "Boynton Beach Art Advisory Board," Section 27-24 "Purpose And Duties" is hereby amended to read as follows:

Sec. 27-24. Purpose and duties.

…

(c) ~~On a monthly basis, t~~The Art Advisory Board shall update and advise the City Commission of its findings or proposals with respect to the foregoing issues, as well as any actions taken with respect to the Art in Public Places program, and make recommendations to the City Commission on any matter referred to it within as much time prescribed by the City Commission.

(d) The Art Advisory Board shall have the following additional powers and duties:

…

(3) Recommend to the City Commission authorization of expenditures for maintaining and implementing the Art in Public Places ~~P~~program;

(4) Recommend to the City Commission other expenditures of the Public Art Fund such as hiring staff and services to run the Art in Public Places ~~P~~program;

(5) Advance, through education and communication, the Art in Public Places ~~P~~program; and

(6) Approve, approve with conditions, or disapprove proposed installation of artwork, including murals, to be installed pursuant to the City's Art in Public Places ~~P~~program that ~~is~~ can be produced by a Florida based artist, with a preference for artists located in Palm Beach County, based on criteria in the Art in Public Places Guidelines. In addition, prior to taking action pursuant to this subsection, the Art Advisory Board shall consider public input at a duly noticed public meeting. The Art Advisory Board's action taken pursuant to this subsection shall be subject to the right of either the Mayor or a City Commissioner to file a notice of appeal regarding the action taken by the Art Advisory Board pursuant to this subsection. The notice of appeal shall be filed no later than thirty (30) days following the date of the Art Advisory Board's action. In the event a notice of appeal is filed, the appeal shall be placed on the next City Commission agenda for consideration by the City Commission at a duly noticed public meeting, and the City Commission's consideration

may include either affirming, affirming with conditions, or overturning the action of the Art Advisory Board.

Section 5: Amending Part III "Land Development Regulations," Chapter 1 "General Administration," Article II "Definitions," and Article V "Housing Initiatives," Section 1 "State Housing Initiatives Partnership Act" are hereby amended to read as follows:

ARTICLE II. DEFINITIONS

…

PUBLIC ART BUDGET – means one percent (1%) of the total construction value of a developer's project, who is required to participate in the Art in Public Places program.

…

PUBLIC ART PROJECT – means the design, creation, and installation of artwork and the beautification of public spaces, including associated public amenities, professional design and consultant fees, the creation of public artwork, engineering and structural support, associated lighting, signage, and other site-specific improvements that contribute to both the artwork itself and the overall beautification of public space.

…

ARTICLE V. HOUSING INITIATIVES

Sec. 1. State Housing Initiatives Partnership Act.

…

E. Affordable Housing Incentive Plan (HIP). The City will, within one (1) year of adoption of Ordinance No. 97-11, adopt a HIP as required by Florida Statutes. The HIP may be amended from time to time and shall include but not be limited to the following:

1. Art in Public Places ~~Fee~~ Program Exemptions. Pursuant to ~~City Code of Ordinances Part II, Chapter 2, Article XII~~ Chapter 4, Article XIV, the following types of projects are exempt from ~~the payment of the public art fee~~ providing a Public Art Project:

a. The percent of the project dedicated to affordable housing as defined by the City of Boynton Beach.

b. Single-family and two-family in-fill housing.

…

Section 6: Part III "Land Development Regulations," Chapter 2 "Land Development Process," Article VI "Impact And Selected Fees," Section 5 "Art In Public Places;" is hereby amended to read as follows:

…

Sec. 5. Art in Public Places, ~~Fee~~ Public Art Project.

All development, redevelopment, reconstruction, or remodeling projects, which are subject to the ~~Arts~~ Art in Public Places ~~P~~program, shall ~~pay a public arts fee~~ provide a Public Art Project or provide Payment-in-Lieu of a Public Art Project in accordance with ~~City Code of Ordinances Part II, Chapter 2, Article XII~~ Chapter 4, Article XIV.

Section 7: Chapter 4 "Site Development Standards," Article XIV "Murals" is hereby amended to read as ~~follows~~:

…

ARTICLE XIV. ~~MURALS~~ ART IN PUBLIC PLACES AND PUBLIC BEAUTIFICATION

Sec. 1. Intent and Ownership

A. It is the intent and purpose of this article to further the commitment of the City to the aesthetic, cultural, and economic enrichment of the community through the creation of works of art so that citizens and visitors to the City are afforded an opportunity to enjoy and appreciate works of art. The requirements of this article shall be construed to promote the aesthetic values of the entire community and to provide the public with beautiful, amenable, and enriching public spaces.

B. Ownership. Unless otherwise expressly agreed to in writing by the City, ownership of all art acquired through expending funds in the Public Art Fund shall be owned by the City according to the Art in Public Places Guidelines.

1. The artist will grant the City a perpetual, non-exclusive, royalty-free license to reproduce and distribute promotional merchandise and print publications of the artwork for city-related purposes. Additionally, the City will have exclusive, irrevocable ownership rights to any trademarks or service marks related to the artwork. City approval of the artwork shall be deemed to be a grant of the artist for authorization by third parties to review and reproduce documents provided by the artist to the City, which are deemed to be public records pursuant to public record laws of the state. The City may also refer to the artist's name and artwork title in reproductions.

Sec. 2. Art in Public Places Program

A. Applicability.

All development, redevelopment, reconstruction, or remodeling projects commenced after the adoption of this article, which have a construction value of $500,000 or greater, shall participate in the Art in Public Places program unless explicitly exempt.

1. The following types of projects are exempt from participating in the Art in Public Places program:

a. Remodeling, repair, or reconstruction of structures damaged by fire, flood, wind, earthquake, or other calamity determined by the City of Boynton Beach building official.

b. The percent of the project dedicated to affordable housing as defined by the City of Boynton Beach.

c. All projects that were submitted prior to or on October 5, 2005, notwithstanding any subsequent request for site plan extension.

d. Single-family and two-family in-fill housing.

e. Normal, routine maintenance, including replacement of existing damaged or failing structural or non-structural elements, HVAC, plumbing, electric, communication, or fire detection/suppression equipment of a project not associated with an addition, renovation, or new construction.

f. Remodeling, repair, reconstruction, or additions made after October 5, 2005 to any existing amenity, clubhouse, building, pool, park, playground and/or common area element located within an existing private residential development. This specific exemption applies retroactively to October 5, 2005.

g. All projects that were submitted for a building permit after or on October 1, 2023, with a construction valuation of less than $500,000.

B. Public Art Master Plan.

1. Proposed public art shall be consistent with the City's Public Art Master Plan.

C. Public Art Project Requirement.

1. All projects that are required to participate in the Art in Public Places Program must complete a Public Art Project on-site prior to the issuance of the associated first Certificate of Occupancy or Certificate of Completion. A Public Art Budget that is equal to one percent (1%) of the construction

value of the project or one million dollars ($1,000,000), whichever is less, is required to be utilized to provide a Public Art Project. One hundred percent (100%) of the Public Art Budget must be utilized for the Public Art Project, and underruns shall be paid directly to the Public Art Fund. As a condition of the issuance of the building permit, thirty percent (30%) of the Public Art Budget shall be collected and paid directly to the City as an administrative fee. The remaining seventy percent (70%) of the Public Art Budget must be utilized to provide public art and/or beautification of public spaces on-site, as approved by the Art Advisory Board.

2. Criteria. All Public Art Projects must meet the following criteria:

shall be suitable to the design of the site, in order for the public to receive the most enjoyment and benefit from the art. A plaque shall be installed within reasonable proximity to the artwork to inform the public that the art is part of the City's Art in Public Places program.

b. The Public Art Project shall be integrated into the overall planning and design for a structure or project and shall be compatible with the intent and purpose of the structure at which the work or works are located.

c. The Public Art Project shall be integrated into the overall landscaping plan, and landscaping shall be utilized to enhance the visibility of such works.

d. The Public Art Project shall be lighted at a minimum from dusk until dawn unless otherwise approved by the Art Advisory Board. The lighting shall be designed and located in order to prevent excessive lighting, energy waste, glare, light trespass, and sky glow.

e. The Public Art Project installed to fulfill the Art in Public Places program requirement cannot be altered or removed from the site without the approval of the Art Advisory Board.

f. The Public Art Project shall obtain all required governmental approvals be given to project zoning. Permits and building approval shall be obtained when necessary and shall be in compliance with the Florida Building Code, the National Electric Code, and the previously approved plans by the City Commission.

g. The owner of the Public Art Project agrees to maintain the artwork and associated public spaces in good condition as approved by the Art Advisory Board. If the artwork cannot be maintained or repaired, or the owner requests to remove the artwork, then the owner will replace the artwork of value equal to the original seventy percent (70%) of the value of the Public Art Project. Alternatively, the owner can contribute the same value to the Public Art Fund. If the owner chooses to replace the artwork in a different form than originally approved, the new artist and art selection criteria shall be in compliance with the Art in Public Places Guidelines and must be approved by the Art Advisory Board.

3. Approval Process. The owner of a development agrees to secure the approval of the Art Advisory Board for the location and public visibility of the Public Art Project, for the qualified artist, for the design of the artwork and the artwork site, and for the final installed artwork and artwork site. Such approvals will be based on the Art in Public Places Guidelines. Prior to commissioning and/or purchasing the artwork, the owner of the development, in consultation with the City, shall schedule and hold a public workshop regarding the artwork design, location, and the artwork's public visibility prior to the Art Advisory Board's meeting. For submittal requirements, refer to the Art in Public Places application provided by staff.

4. Payment-in-Lieu of a Public Art Project. As a condition of issuance of the Certificate of Occupancy or Certificate of Completion, the applicant may choose to pay directly into the City's

Public Art Fund in the amount of sixty percent (60%) of the required Public Art Budget. This payment serves as an alternative to the provision of a Public Art Project only. As a condition of issuing the building permit, thirty percent (30%) of the Public Art Budget shall be collected and paid directly to the City as an administrative fee, regardless of whether payment is made directly into the Public Art Fund. Once payments are paid into the Public Art Fund, no refunds are permitted.

Sec. 3. PUBLIC ART FUND

A. There is hereby created a Public Art Fund. Funding shall consist of all collected public art payments, any cash grants, donations to the City for public art projects from governmental or private resources, earned income from sales or services, and all other funds allocated by the City through the budgetary process for the provision of public art and in realization of the Public Art Master Plan.

B. Expenditures from the Public Art Fund shall include but not be limited to expenses associated with the staffing, selection, commissioning, acquisition, transportation, maintenance, public education, promotion, administration, program marketing, documentation, removal, and insurance of the works of art or in relation thereto and the realization and execution of the Public Art Master Plan.

C. The Art Advisory Board may recommend to the City Commission expenditures from the Public Art Fund in furtherance of the Art in Public Places program.

Sec. 4. MURALS

...

Section 7: 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 8: 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 affecting the validity of the other provisions of this Ordinance.

Section 9: 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 10. Effective Date. That this Ordinance shall take effect 90 days after adoption and signature by the Mayor.

[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 – 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.

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 25-005

STAFF REPORT

TO:	Mayor Rebecca Shelton and Members of the City Commission
THRU:	Amanda Radigan, AICP, LEED AP Planning and Development Director
FROM:	John Stout, Planner II
DATE:	April 1, 2025 City Commission Dates: April 15th & May 6th, 2025
REQUEST:	Approve amendments to Chapter 2, Article XI, Arts Commission, Chapter 2, Article XII. Art in Public Places program, Chapter 27, Article II. Boynton Beach Art Advisory Board of Part II Code of Ordinances, and Chapter I, Article II. Definitions, Chapter I, Article V. Housing Initiatives, Chapter 2, Article VI. Impact and Selected Fees, Chapter 4, Article XIV. Murals of Part III Land Development Regulations to adopt the standards and regulations pertaining to Art in Public Places and Public Beautification.

OVERVIEW

Staff is proposing to amend the standards and regulations pertaining to the Art in Public Places program to consolidate provisions, recodify the review and approval process, and relocate to be outlined in Part III Land Development Regulations from Part II Code of Ordinances. Furthermore, staff is proposing the amendment to allow the City to utilize the Public Art Fund for public space beautification purposes.

EXPLANATION & PROPOSED AMENDMENT

Applicable construction projects exceeding a construction cost of five hundred thousand dollars ($500,000.00) are required to participate in the Art in Public Places program. The amendment is proposed to perform housekeeping items in nature, removing superseded and duplicate regulations from the City's Codes of Ordinances, and recodify in the City's Land Development Regulations to better align with the Art in Public Places program as time has passed and development has evolved. This amendment aims to amend the regulations of the Art in Public Places program to allow Public Art Funds to be utilized for the continued provision of art while also allowing the fund to be utilized for the beautification of public spaces for public benefit.

The amendment also provides additional clarification for the Art in Public Places program's process and provides clear direction to applicants required to participate in the Art in Public Places program. With this amendment, applicants will be permitted to provide a Public Art Project at the value of 70% of the Public Art Budget or a Payment-in-Lieu of a Public Art Project at 60% of the value of the Public Art Budget if they decide to pay directly to the Public Art Fund.

CONCLUSION/RECOMMENDATION

Staff recommends **APPROVAL** of the subject amendment to Part III Land Development Regulations to regulate and provide standards of the Art in Public Places Program and Public Beautification.

PART II. CODE OF ORDINANCES

…

Chapter 2. ADMINISTRATION

…

ARTICLE XI. ~~ARTS COMMISSION~~ RESERVED

~~Sec. 2-154. Creation of Commission.~~

~~The City Commission, in accordance with the powers vested in it, hereby creates and establishes the Boynton Beach Arts Commission, hereinafter referred to as the "Arts Commission."~~

~~(Ord. No. 01-64, § 1, 1-2-02)~~

~~Sec. 2-155. Purpose and duties.~~

~~(a) The purpose of the Arts Commission is to advise the City Commission on matters related to the arts, to develop a plan and programs to promote and support art in public places, and to recommend guidelines and funding for implementation.~~

~~(b) It shall be the duty of the Arts Commission to act as an advisory board to the City Commission in providing advice on matters relating to the visual arts.~~

~~(c) The Arts Commission may develop a public art plan and program for the city.~~

~~(d) The Arts Commission may recommend funding sources including private sources and grant funds; encourage public and private partnerships in the arts; review and make recommendations on proposals for art work for public buildings and public spaces; encourage the flow of art into the city; stimulate art related activities and events; study issues related to art and implement art programs as delegated to it by the City's Commission from time to time.~~

~~(e) The Arts Commission shall periodically advise the City Commission of its findings or proposals with respect to the foregoing issues and make recommendations to the City Commission on any matter referred to it within as much time prescribed by the City Commission.~~

~~(Ord. No. 01-64, § 1, 1-2-02)~~

~~Sec. 2-156. Organization.~~

~~(a) The Arts Commission shall consist of seven (7) regular members and two (2) alternate members and serve at the pleasure of the City Commission.~~

~~(b) The Arts Commission shall be comprised of seven (7) permanent members, and two (2) alternate members, all to be appointed by the City Commission. Of the members so appointed, three (3) shall be for a term of three (3) years, two (2) shall be for a term of two (2) years, and two (2) shall be for a term of one (1) year. Their successors shall be appointed for a term of three (3) years. Alternate members shall be appointed for a period of one (1) year. All members may be reappointed at the pleasure of the City Commission at the termination of their appointment, with no limit as to the number of terms they may serve.~~

~~(c) Appointees to the Arts Commission shall be residents or business owners preferably with the following background: artist, art volunteer/activist; planner; private developer; architect; neighborhood association member; interested citizen.~~

~~(d) At the organizational meeting of the Arts Commission, a Chairperson and Vice-Chairperson shall be selected by majority vote of the Arts Commission. The Chairperson and Vice-Chairperson shall be selected annually at the anniversary of the first meeting of the Arts Commission, or at the May meeting of the Arts Commission.~~

~~(Ord. No. 01-64, § 1, 1-2-02; Ord. No. 04-031, § 2, 4-20-04)~~

~~Sec. 2-157. Meetings.~~

~~The Arts Commission shall meet at an appropriate place and shall arrange a time for holding regular meetings of the Arts Commission, and for such other meetings as shall be necessary, and it may add to such rules of organization, regulation and procedure as it may deem necessary and determine the duties of its members and officers. Other specifications for conducting meetings, such as the number needed for a quorum, shall be in conformance with F.S. § 166.041(4).~~

~~(Ord. No. 01-64, § 1, 1-2-02)~~

~~Sec. 2-158. Powers.~~

~~Nothing in this article shall be construed as restricting or curtailing any of the powers of the City Commission, or as a delegation to the Arts Commission of any of the authority or discretionary powers vested and imposed by law in the City Commission. The City Commission declares that public interest, convenience and welfare required the appointment of the Arts Commission to act in a purely advisory capacity to the City Commission for the purposes set forth in this article. Any power delegated here to the Arts Commission to adopt rules and regulations shall not be construed as a delegation of legislative authority, but purely a delegation of legislative authority.~~

~~(Ord. No. 01-64, § 1, 1-2-02)~~

ARTICLE XII. ~~ART IN PUBLIC PLACES PROGRAM~~ RESERVED

~~Sec. 2-159. Short title; intent.~~

~~(a) This article shall be known and cited as the "Art in Public Places Program."~~

~~(b) It is the intent and purpose of this article to further the commitment of the city to the aesthetic, historical, cultural and economic enrichment of the community through the creation of works of art so that citizens and visitors to the city are afforded an opportunity to enjoy and appreciate works of art. The requirements of this article shall be construed to promote the aesthetic values of the entire community and to encourage the preservation and protection of works of art.~~

~~(Ord. No. 05-060, § 2, 10-5-05; Ord. No. 07-002, § 2, 4-3-07)~~

~~Sec. 2-160. Definitions.~~

~~For the purposes of this section, the following words and phrases shall have the following meanings:~~

~~Artist or Professional Artist means a practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and ability. Indications of a person's status as a professional artist include, but are not limited to, income realized through the sole commission of artwork, frequent or consistent art exhibitions, placement of artwork in public institutions or museums, receipt of honors and awards, and training in the arts.~~

~~Art, Artwork or Works of Art means tangible creations by artists exhibiting the highest quality of skill and aesthetic principles and includes all forms of the visual arts conceived in any medium, material, or combination thereof, including, but not limited to, paintings, sculptures, engravings, carvings, frescos, stained glass, mosaics, mobiles, tapestries, murals, photographs, video projections, digital images, bas- relief, high relief, fountains, kinetics, collages, drawings, monuments erected to commemorate a person or an event, functional furnishings, such as artist designed seating and pavers, unique or original architectural elements, and artist designed landforms or landscape elements. The following shall not be considered artwork or works of art for purposes of this article:~~

~~(1) Reproductions or unlimited copies of original artwork.~~

~~(2) Art objects, which are mass-produced.~~

~~(3) Works that are decorative, ornamental, or functional elements of the architecture or landscape design, except when commissioned from an artist or designed as an integral aspect of a structure or site.~~

~~Building means any structure that encloses space and is used or built for the shelter or enclosure of persons, businesses, chattel or property.~~

~~Development means any construction, or redevelopment, or structural alteration of any private or public building within the limits of the city.~~

~~Arts Commission means the advisory board established by the City Commission pursuant to Ordinance 01-64.~~

~~Public Art Fund means a separate, interest bearing account set up by the city to receive monies for the Art in Public Places Program.~~

~~Remodeling or conversion means alterations made to a building within any twelve month period, including, but not limited to, changes to the facade of a building, changes to the interior of a building, increases or decreases in the floor area of a building and changes to exterior improvements.~~

~~In-fill Housing means new residential units on parcels less than five (5) acres that are not part of an approved planned unit development as defined by the city land development regulations.~~

~~(Ord. No. 05-060, § 2, 10-5-05; Ord. No. 07-002, § 2, 4-3-07)~~

~~Sec. 2-161. Arts Commission.~~

~~The Boynton Beach Arts Commission shall function and operate as outlined in the City of Boynton Beach's Ordinance No. 01-64.~~

~~(Ord. No. 05-060, § 2, 10-5-05; Ord. No. 07-002, § 2, 4-3-07)~~

~~Sec. 2-162. Powers and duties of committee.~~

~~(a) The Arts Commission shall have the following additional powers and duties:~~

~~(1) Recommend to the City Commission adoption of Art in Public Places Program Guidelines and amendments thereto;~~

~~(2) Recommend to the City Commission adoption of a Public Art Master Plan identifying locations for public artworks and establishing a priority order;~~

~~(3) Recommend to the City Commission authorization of expenditures for maintaining and implementing the Art in Public Places Program;~~

~~(4) Recommend to the City Commission other expenditures of the Public Art Fund such as hiring staff and services to run the Art in Public Places Program;~~

~~(5) Exercise their authority to approve, approve with conditions or disapprove proposed installation of artwork based on Art in Public Places Program Guidelines; and~~

~~(6) Advance, through education and communication, the Art in Public Places Program Guidelines. The guidelines are attached to Ord. No. 05-060 as Exhibit "A".~~

~~(Ord. No. 05-060, § 2, 10-5-05; Ord. No. 07-002, § 2, 4-3-07)~~

~~Sec. 2-163. Establishment of public art fee.~~

~~(a) All development, redevelopment, reconstruction or remodeling projects commenced after the adoption of this article which have a construction value of $250,000.00 or greater, shall participate in the Art in Public Places Program by paying a public art fee. For the purpose of this section, a project will be considered "commenced" when an application for review is first submitted to the city's Development Department. The public art fee shall be equal to one percent (1%) of construction value of the project. The Building Division/Finance Department shall administer the billing and collection of the thirty percent (30%) or (.03) of the one percent (1%) of the public art fee at the time of Building Permit issuance and the seventy percent (70%) or (.07) of the one percent (1%) prior to and as a condition of issuance of the certificate of occupancy that includes the public art. One hundred percent (100%) of the public art fees collected are to be allocated to the Public Art Fund. All distributions for the Public Art Fund require the recommendation of the Arts Commission prior to City Commission approval.~~

~~(b) The following types of projects are exempt from the payment of the public art fee:~~

~~(1) Remodeling, repair or reconstruction of structures damaged by fire, flood, wind, earthquake or other calamity determined by the City of Boynton Beach Building Official.~~

~~(2) The percent of the project dedicated to affordable housing as defined by the City of Boynton Beach.~~

~~(3) All projects which were submitted prior to or on October 5, 2005, notwithstanding any subsequent request for site plan extension.~~

~~(4) Single-family and two-family in-fill housing.~~

~~(5) Normal, routine maintenance including replacement of existing damaged or failing structural or non-structural elements, HVAC, plumbing, electric, or fire detection/suppression equipment of a project not associated with an addition, renovation or new construction.~~

~~(6) Remodeling, repair, reconstruction, or additions made after October 5, 2005 to any existing amenity, clubhouse, building, pool, park, playground and/or common area element located within an existing private residential development. This specific exemption applies retroactively to October 5, 2005.~~

~~(c) Project owners required to participate in the Art in Public Places Program may obtain reimbursement up to seventy percent (70%) of collected art fee if the following conditions are met:~~

~~(1) The owner of a development agrees to follow the Art Commission's recommendations to develop the art in the project; and~~

~~(2) Prior to placement on the development site, has the artwork approved by the Arts Commission to insure that the artwork will be accessible and readily visible to the public~~

based on location of artwork and normal traffic of vehicles/pedestrians in the proposed location; and

(3) Select an artist directly to execute a project that meets specific criteria outlined by the recommendations and guidelines document provided by the Arts Commission or hire a professional consultant to select artists to commission site-specific, architecturally integrated artworks that meet specific art guidelines criteria outlined by the recommendations and guidelines document provided by the Arts Commission; or purchase artworks for permanent installation recommended by the Arts Commission; or elect to purchase an existing artwork or commission an original artwork for donation as a gift to the City of Boynton Beach's public art collection.

(Ord. No. 05-060, § 2, 10-5-05; Ord. No. 07-002, § 2, 4-3-07; Ord. No. 15-009, § 2, 3-17-15; Ord. No. 16-002, § 2, 2-2-16)

Sec. 2-164. Art and artist selection criteria.

(a) The Art and Artist selection criteria shall be in compliance with the Arts Commissions Guidelines and Recommendations.

(Ord. No. 05-060, § 2, 10-5-05; Ord. No. 07-002, § 2, 4-3-07)

Sec. 2-165. Public Art Fund.

(a) There is hereby created a Public Art Fund administered by the Arts Commission. Funding shall consist of all contributions received from art fees for development and redevelopment. Contributions shall include one percent (1%) of construction value on projects exceeding $250,000.00, any cash grants and donations to the city for public art projects from governmental or private resources, and all other funds allocated by the city through the budgetary process for the provision of public art.

(b) Expenditures from the Public Art Fund shall include but not be limited to expenses associated with the selection, commissioning, acquisition, transportation, maintenance, public education, promotion, administration, program marketing, documentation, removal and insurance of the works of art or in relation thereto. The Arts Commission can recommend to the City Commission expenditures from the funds in furtherance of the Art in Public Places Program.

(c) Disbursements of the public art fee shall be seventy percent (70%) to the construction of art in a given project and thirty percent (30%) for the administration of the Art in Public Places Program and a (endowment or reserve fund) for future work as described in the Arts Commissions Guidelines and Recommendations.

(Ord. No. 05-060, § 2, 10-5-05; Ord. No. 07-002, § 2, 4-3-07)

~~Sec. 2-166. Ownership of artwork.~~

~~Unless otherwise expressly agreed to in writing by the city, ownership of all art acquired through expending funds in the Public Art Fund shall be owned by the city according to the Arts Commissions Recommendations and Guidelines.~~

~~(Ord. No. 05-060, § 2, 10-5-05; Ord. No. 07-002, § 2, 4-3-07)~~

~~Sec. 2-167. Art in Public Places Program Guidelines.~~

~~(a) The Arts Commission shall prepare and from time to time recommend to the City Commission revisions to the Art in Public Places Program Guidelines and make the same available to the public, which shall provide guidance for program organization; organizational governance and staffing responsibilities; procedures for project planning; artist selection; art selection criteria; art placement criteria; donations; loans and memorials; collection management; and administration of the Public Art Fund.~~

~~(b) In the event language contained in the Art in Public Places Program Guidelines conflicts with this article, the language in the article shall control.~~

~~(Ord. No. 05-060, § 2, 10-5-05; Ord. No. 07-002, § 2, 4-3-07)~~

~~Sec. 2-168. Art in Public Places Program Location Plan.~~

~~The Arts Commission shall prepare, and from time to time revise, a Art in Public Places Program Location Plan that identifies locations and criteria for public artworks and establishes a priority order.~~

~~(Ord. No. 05-060, § 2, 10-5-05; Ord. No. 07-002, § 2, 4-3-07)~~

~~Secs. 2-169—2-170. Reserved.~~

…

CHAPTER 27. ADVISORY BOARDS AND COMMITTEES

…

ARTICLE II. BOYNTON BEACH ART ADVISORY BOARD

Sec. 27-20. Membership.

Appointees to the Art Advisory Board shall be electors and residents of the City, or owners of businesses located within the City, with a majority of members (four out of seven) having the following background: artist, art volunteer/activist; planner; private

developer; architect; or interested citizen. No more than two (2) of the members may be owners of businesses located in the City who do not reside in the City. Eligible residents and business owners may be appointed to the Art Advisory Board if the majority of membership meets the background criteria listed above.

(Ord. No. 20-016, § 10, 6-2-20; Ord. No. 23-016, § 2, 9-14-23)

~~Sec. 27-21. Intent.~~

~~(a) It is the intent and purpose of this article to further the commitment of the city to the aesthetic, historical, cultural and economic enrichment of the community through the creation of works of art so that citizens and visitors to the city are afforded an opportunity to enjoy and appreciate works of art. The requirements of this article shall be construed to promote the aesthetic values of the entire community and to encourage the preservation and protection of works of art.~~

~~(b) Ownership. Unless otherwise expressly agreed to in writing by the city, ownership of all art acquired through expending funds in the Public Art Fund shall be owned by the city according to the Art in Public Places Guidelines.~~

~~(Ord. No. 20-016, § 10, 6-2-20; Ord. No. 23-017, § 2, 9-14-23)~~

~~Sec. 27-22. Definitions.~~

~~For the purposes of this section, the following words and phrases shall have the following meanings:~~

~~(1) Art, Artwork, or Works of Art means tangible creations by artists exhibiting the highest quality of skill and aesthetic principles and includes all forms of the visual arts conceived in any medium, material, or combination thereof, including, but not limited to, paintings, sculptures, engravings, carvings, frescos, stained glass, mosaics, mobiles, tapestries, murals, photographs, video projections, digital images, bas-relief, high relief, fountains, kinetics, collages, drawings, monuments erected to commemorate a person or an event, functional furnishings, such as artist designed seating and pavers, unique or original architectural elements, and artist designed landforms or landscape elements. The following shall not be considered artwork or works of art for purposes of this article:~~

~~a. Reproductions or unlimited copies of original artwork.~~

~~b. Art objects, which are mass-produced.~~

~~c. Works that are decorative, ornamental, or functional elements of the architecture or landscape design, except when commissioned from an artist or designed as an integral aspect of a structure or site.~~

~~(2) Artist or Professional Artist means a practitioner in the visual arts, generally recognized by critics and peers as a professional of serious intent and ability. Indications of~~

~~a person's status as a professional artist include, but are not limited to, income realized through the sole commission of artwork, frequent or consistent art exhibitions, placement of artwork in public institutions or museums, receipt of honors and awards, and training in the arts.~~

~~(3) Building means any structure that encloses space and is used or built for the shelter or enclosure of persons, businesses, chattel or property.~~

~~(4) Development means any construction, or redevelopment, or structural alteration of any private or public building within the limits of the city.~~

~~(5) In-fill housing means new residential units on parcels less than five acres that are not part of an approved planned unit development as defined by the city land development regulations.~~

~~(6) Public Art Fund means a separate, interest bearing account set up by the city to receive monies for the Art in Public Places Program.~~

~~(7) Remodeling or conversion means alterations made to a building within any 12-month period, including, but not limited to, changes to the facade of a building, changes to the interior of a building, increases or decreases in the floor area of a building and changes to exterior improvements.~~

~~(8) Public Art Project means all the costs associated with design and installation of Artwork including artist fees, artwork(s), art consultant fees, engineering, structural support, lighting, art signage and other site enhancements as stated in the Art in Public Places Guidelines.~~

~~(Ord. No. 20-016, § 10, 6-2-20; Ord. No. 21-016, § 3, 6-1-21; Ord. No. 23-017, § 2, 9-14-23)~~

~~Sec. 27-23. Reserved.~~

~~Editor's note - Ord. 23-016, adopted September 14, 2023, repealed § 27-23. Prior to repeal, § 27-23 set forth provisions for the Art Advisory Board meetings.~~

Sec. 27-21 – 27-23. Reserved

Sec. 27-24. Purpose and duties.

(a) The purpose of the Art Advisory Board is to advise the City Commission on matters related to the arts, to develop a plan and programs to promote and support art in public places, and to recommend guidelines and funding for implementation. It shall be the duty of the Art Advisory Board to act as an advisory board to the City Commission in providing advice on matters relating to the visual arts.

(b) The Art Advisory Board may recommend funding sources including private sources and grant funds; encourage public and private partnerships in the arts; review and make

recommendations on proposals for art work for public buildings and public spaces; encourage the flow of art into the City; stimulate art related activities and events; study issues related to art and implement art programs as delegated to it by the City's Commission from time to time.

(c) ~~On a monthly basis, t~~The Art Advisory Board shall update and advise the City Commission of its findings or proposals with respect to the foregoing issues, as well as any actions taken with respect to the Art in Public Places program, and make recommendations to the City Commission on any matter referred to it within as much time prescribed by the City Commission.

(d) The Art Advisory Board shall have the following additional powers and duties:

(1) Recommend to the City Commission adoption of Art in Public Places Guidelines and amendments thereto;

(2) Recommend to the City Commission adoption of a Public Art Master Plan identifying locations for public artworks and establishing a priority order;

(3) Recommend to the City Commission authorization of expenditures for maintaining and implementing the Art in Public Places ~~P~~program;

(4) Recommend to the City Commission other expenditures of the Public Art Fund such as hiring staff and services to run the Art in Public Places ~~P~~program;

(5) Advance, through education and communication, the Art in Public Places ~~P~~program; and

(6) Approve, approve with conditions or disapprove proposed installation of artwork, including murals, to be installed pursuant to the City's Art in Public Places ~~P~~program that ~~is~~ can be produced by a Florida based artist, with a preference for artists located in Palm Beach County, based on criteria in the Art in Public Places Guidelines. In addition, prior to taking action pursuant to this subsection, the Art Advisory Board shall consider public input at a duly noticed public meeting. The Art Advisory Board's action taken pursuant to this subsection shall be subject to the right of either the Mayor or a City Commissioner to file a notice of appeal regarding the action taken by the Art Advisory Board pursuant to this subsection. The notice of appeal shall be filed no later than thirty (30) days following the date of the Art Advisory Board's action. In the event a notice of appeal is filed, the appeal shall be placed on the next City Commission agenda for consideration by the City Commission at a duly noticed public meeting, and the City Commission's consideration may include either affirming, affirming with conditions, or overturning the action of the Art Advisory Board.

(Ord. No. 20-016, § 10, 6-2-20; Ord. No. 22-004, § 2, 2-15-22; Ord. No. 23-016, § 2, 9-14-23)

~~Sec. 27-25. Establishment of public art fee.~~

~~(a) All development, redevelopment, reconstruction or remodeling projects commenced after the adoption of this article which have a construction value of $500,000 or greater, shall participate in the Art in Public Places Program by paying a public art fee. For the purpose of this section, a project will be considered "commenced" when an application for review is first submitted to the city's Development Department. The public art fee shall be equal to one percent (1%) of construction value of the project or one million dollars ($1,000,000), whichever is less. The Building Division/Finance Department shall administer the billing and collection as follows:~~

~~(1) As a condition of issuance of the building permit, collect thirty percent (30%) of the public art fee.~~

~~(2) As a condition of issuance of the final certificate of occupancy, collect seventy percent (70%) of the public art fee or, in lieu of payment, confirm the completion of a Public Art Project on the property valued at least at seventy percent (70%) of the public art fee.~~

~~(3) One hundred percent of the public art fees collected are to be allocated to the Public Art Fund.~~

~~(b) The following types of projects are exempt from the payment of the public art fee:~~

~~(1) Remodeling, repair or reconstruction of structures damaged by fire, flood, wind, earthquake or other calamity determined by the City of Boynton Beach building official.~~

~~(2) The percent of the project dedicated to affordable housing as defined by the City of Boynton Beach.~~

~~(3) All projects which were submitted prior to or on October 5, 2005, notwithstanding any subsequent request for site plan extension.~~

~~(4) Single-family and two-family in-fill housing.~~

~~(5) Normal, routine maintenance including replacement of existing damaged or failing structural or non-structural elements, HVAC, plumbing, electric, communication or fire detection/suppression equipment of a project not associated with an addition, renovation or new construction.~~

~~(6) Remodeling, repair, reconstruction, or additions made after October 5, 2005 to any existing amenity, clubhouse, building, pool, park, playground and/or common area element located within an existing private residential development. This specific exemption applies retroactively to October 5, 2005.~~

~~(7) All projects which were submitted for a building permit after or on October 1, 2023 with a construction valuation less than $500,000.~~

~~(c) The owners of a development that are required to participate in the Art in Public Places Program may complete a Public Art Project on the property in lieu of paying the seventy percent (70%) of the public art fee if the following conditions are met:~~

(1) The owner of a development agrees to secure the approval of the Art Advisory Board for the location and public visibility of the public art, for the qualified artist(s), for the design of the artwork(s) and the artwork site(s), and the final installed artwork(s) and artwork site(s). Such approvals will be based on the Art in Public Places Guidelines. Prior to commissioning and/or purchasing the artwork, the City, in consultation with the owner of the development, shall schedule and hold a public workshop regarding the artwork design, location, and the artwork's public visibility prior to the Art Advisory Board's public meeting; and

(2) The owner of a development agrees to maintain the artwork(s) in good condition as approved by the Art Advisory Board. If the artwork(s) cannot be maintained or repaired, or the owner requests to remove the artwork(s), then the owner will replace the artwork(s) of value equal to the original seventy percent (70%) of the public art fee adjusted by the Consumer Price Index. Alternatively, the owner can contribute the same value to the Public Art Fund or donate the artwork(s) to the City in good condition. If the owner chooses to replace the artwork(s) in a different form than originally approved, the new artist and art selection criteria shall be in compliance with the Art in Public Places Guidelines.

(Ord. No. 20-016, § 10, 6-2-20; Ord. No. 23-017, § 2, 9-14-23)

Sec. 27-26. Public Art Fund.

(a) There is hereby created a Public Art Fund. Funding shall consist of all collected public art fees, any cash grants, donations to the city for public art projects from governmental or private resources, earned income from sales or services, and all other funds allocated by the city through the budgetary process for the provision of public art.

(b) Expenditures from the Public Art Fund shall include but not be limited to expenses associated with the selection, commissioning, acquisition, transportation, maintenance, public education, promotion, administration, program marketing, documentation, removal and insurance of the works of art or in relation thereto.

(c) The Art Advisory Board can recommend to the City Commission expenditures from the Public Art Fund in furtherance of the Art in Public Places Program.

(Ord. No. 20-016, § 10, 6-2-20; Ord. No. 23-017, § 2, 9-14-23)

Sec. 27-27. Art in Public Places Guidelines.

The Art Advisory Board shall prepare and from time to time recommend to the City Commission revisions to the Art in Public Places Guidelines for adoption by the City Commission and make the same available to the public. The Guidelines shall provide the framework for:

(a) Art in Public Places program organization; organizational governance and staffing responsibilities; project planning; artist selection and criteria; art selection and criteria; art

~~placement criteria; mural criteria; donations; artwork loans; memorials; collection management and other items as adopted by the City Commission.~~

~~(b) Art Advisory Board evaluation of Public Art Project proposals, final installations and maintenance condition of artworks submitted by property owners in lieu of the payment of the 70% public art fee.~~

~~(Ord. No. 20-016, § 10, 6-2-20; Ord. No. 22-004, § 2, 2-15-22; Ord. No. 23-017, § 2, 9-14-23)~~

…

PART III. LAND DEVELOPMENT REGULATIONS

…

ARTICLE II. DEFINITIONS

…

PUBLIC ART BUDGET – means one percent (1%) of the total construction value of a developer's project, who is required to participate in the Art in Public Places program.

…

PUBLIC ART PROJECT – means the design, creation, and installation of artwork and the beautification of public spaces, including associated public amenities, professional design and consultant fees, the creation of public artwork, engineering and structural support, associated lighting, signage, and other site-specific improvements that contribute to both the artwork itself and the overall beautification of public space.

…

ARTICLE V. HOUSING INITIATIVES

Sec. 1. State Housing Initiatives Partnership Act.

…

E. Affordable Housing Incentive Plan (HIP). The City will, within one (1) year of adoption of Ordinance No. 97-11, adopt a HIP as required by Florida Statutes. The HIP may be amended from time to time and shall include but not be limited to the following:

1. Art in Public Places ~~Fee~~ Program Exemptions. Pursuant to ~~City Code of Ordinances Part II, Chapter 2, Article XII~~ Chapter 4, Article XIV, the following types of projects are exempt from the ~~payment of the public art fee~~ providing a Public Art Project:

a. The percent of the project dedicated to affordable housing as defined by the City of Boynton Beach.

b. Single-family and two-family in-fill housing.

…

CHAPTER 2. LAND DEVELOPMENT PROCESS

…

ARTICLE VI. IMPACT AND SELECTED FEES

…

Sec. 5. Art in Public Places, ~~Fee~~ Public Art Project.

All development, redevelopment, reconstruction, or remodeling projects, which are subject to the Art~~s~~ in Public Places ~~P~~program, shall ~~pay a public arts fee~~ provide a Public Art Project or provide Payment-in-Lieu of a Public Art Project in accordance with ~~City Code of Ordinances Part II, Chapter 2, Article XII~~ Chapter 4, Article XIV.

~~(Ord. 10-025, passed 12-7-10)~~

…

CHAPTER 4. SITE DEVELOPMENT STANDARDS

…

ARTICLE XIV. ~~MURALS~~ ART IN PUBLIC PLACES AND PUBLIC BEAUTIFICATION

Sec. 1. Intent and Ownership

A. It is the intent and purpose of this article to further the commitment of the City to the aesthetic, ~~historical,~~ cultural, and economic enrichment of the community through the creation of works of art so that citizens and visitors to the City are afforded an opportunity to enjoy and appreciate works of art. The requirements of this article shall be construed to promote the aesthetic values of the entire community and to ~~encourage the preservation and protection of works of art~~ provide the public with beautiful, amenable, and enriching public spaces.

B. Ownership. Unless otherwise expressly agreed to in writing by the City, ownership of all art acquired through expending funds in the Public Art Fund shall be owned by the City according to the Art in Public Places Guidelines.

1. The artist will grant the City a perpetual, non-exclusive, royalty-free license to reproduce and distribute promotional merchandise and print publications of the artwork for city-related purposes. Additionally, the City will have exclusive, irrevocable ownership rights to any trademarks or service marks related to the artwork. City approval of the artwork shall be deemed to be a grant of the artist for authorization by third parties to review and reproduce documents provided by the artist to the City, which are deemed to be public records pursuant to public record laws of the state. The City may also refer to the artist's name and artwork title in reproductions.

Sec. 2. Art in Public Places Program

A. Applicability.

All development, redevelopment, reconstruction, or remodeling projects commenced after the adoption of this article, which have a construction value of $500,000 or greater, shall participate in the Art in Public Places program unless explicitly exempt.

1. The following types of projects are exempt from participating in the Art in Public Places program:

a. Remodeling, repair, or reconstruction of structures damaged by fire, flood, wind, earthquake, or other calamity determined by the City of Boynton Beach building official.

b. The percent of the project dedicated to affordable housing as defined by the City of Boynton Beach.

c. All projects which were submitted prior to or on October 5, 2005, notwithstanding any subsequent request for site plan extension.

d. Single-family and two-family in-fill housing.

e. Normal, routine maintenance including replacement of existing damaged or failing structural or non-structural elements, HVAC, plumbing, electric, communication or fire detection/suppression equipment of a project not associated with an addition, renovation or new construction.

f. Remodeling, repair, reconstruction, or additions made after October 5, 2005 to any existing amenity, clubhouse, building, pool, park, playground and/or common area element located within an existing private residential development. This specific exemption applies retroactively to October 5, 2005.

g. All projects which were submitted for a building permit after or on October 1, 2023 with a construction valuation less than $500,000.

B. Public Art Master Plan.

1. Proposed public art shall be consistent with the City's Public Art Master Plan.

C. Public Art Project Requirement.

1. All projects that are required to participate in the Art in Public Places Program must complete a Public Art Project on-site prior to the issuance of the associated first Certificate of Occupancy or Certificate of Completion. A Public Art Budget that is equal to one percent (1%) of the construction value of the project or one million dollars ($1,000,000), whichever is less, is required to be utilized to provide a Public Art Project. One hundred percent (100%) of the Public Art Budget must be utilized for the Public Art Project, and underruns shall be paid directly to the Public Art Fund. As a condition of the issuance of the building permit, thirty percent (30%) of the Public Art Budget shall be collected and paid directly to the City as an administrative fee. The remaining seventy percent (70%) of the Public Art Budget must be utilized to provide public art and/or beautification of public spaces on-site, as approved by the Art Advisory Board.

2. Criteria. All Public Art Projects must meet the following criteria:

a. The Public Art Project shall be displayed in a visually accessible location, which shall be suitable to the design of the site, in order for the public to receive the most enjoyment and benefit from the art. A plaque shall be installed within reasonable proximity to the artwork to inform the public that the art is part of the City's Art in Public Places program.

b. The Public Art Project shall be integrated into the overall planning and design for a structure or project and shall be compatible with the intent and purpose of the structure at which the work or works are located.

c. The Public Art Project shall be integrated into the overall landscaping plan, and landscaping shall be utilized to enhance the visibility of such works.

d. The Public Art Project shall be lighted at a minimum from dusk until dawn unless otherwise approved by the Art Advisory Board. The lighting shall be designed and located in order to prevent excessive lighting, energy waste, glare, light trespass, and sky glow.

e. The Public Art Project installed to fulfill the Art in Public Places program requirement cannot be altered or removed from the site without the approval of the Art Advisory Board.

f. The Public Art Project shall obtain all required governmental approvals be given to project zoning. Permits and building approval shall be obtained when necessary and shall be in compliance with the Florida Building Code, the National Electric Code, and the previously approved plans by the City Commission.

g. The owner of the Public Art Project agrees to maintain the artwork and associated public spaces in good condition as approved by the Art Advisory Board. If the artwork cannot be maintained or repaired, or the owner requests to remove the artwork, then the owner will replace the artwork of value equal to the original seventy percent (70%) of the value of the Public Art Project. Alternatively, the owner can contribute the same value to the Public Art Fund. If the owner chooses to replace the artwork in a different form than originally approved, the new artist and art selection criteria shall be in compliance with the Art in Public Places Guidelines and must be approved by the Art Advisory Board.

3. Approval Process. The owner of a development agrees to secure the approval of the Art Advisory Board for the location and public visibility of the ~~public art~~ Public Art Project, for the qualified artist~~(s)~~, for the design of the artwork~~(s)~~ and the artwork site~~(s)~~, and the final installed artwork~~(s)~~ and artwork site~~(s)~~. Such approvals will be based on the Art in Public Places Guidelines. Prior to commissioning and/or purchasing the artwork, the ~~City~~ owner of the development, in consultation with the ~~owner of the development~~ City, shall schedule and hold a public workshop regarding the artwork design, location, and the artwork's public visibility prior to the Art Advisory Board~~'s public~~ meeting~~; and~~. For submittal requirements, refer to the Art in Public Places application provided by staff.

4. Payment-in-Lieu of a Public Art Project. As a condition of issuance of the Certificate of Occupancy or Certificate of Completion, the applicant may choose to pay directly into the City's Public Art Fund at the amount of sixty percent (60%) of the required Public Art

Budget. This payment serves as an alternative to the provision of a Public Art Project only. As a condition of issuing the building permit, thirty percent (30%) of the Public Art Budget shall be collected and paid directly to the City as an administrative fee, regardless of whether payment is made directly into the Public Art Fund. Once payments are paid into the Public Art Fund, no refunds are permitted.

Sec. 3. PUBLIC ART FUND

A. There is hereby created a Public Art Fund. Funding shall consist of all collected public art ~~fees~~ payments, any cash grants, donations to the City for public art projects from governmental or private resources, earned income from sales or services, and all other funds allocated by the City through the budgetary process for the provision of public art and in realization of the Public Art Master Plan.

B. Expenditures from the Public Art Fund shall include but not be limited to expenses associated with the staffing, selection, commissioning, acquisition, transportation, maintenance, public education, promotion, administration, program marketing, documentation, removal, and insurance of the works of art or in relation thereto and the realization and execution of the Public Art Master Plan.

C. The Art Advisory Board may recommend to the City Commission expenditures from the Public Art Fund in furtherance of the Art in Public Places program.

Sec. 4. MURALS

A. Purpose. Murals, as defined in Chapter 1, Article II, are intended as works of art to improve the value and aesthetic appearance of the City, contribute to community identity and redevelopment, foster cultural identity and preserve history, and may be used to enhance exterior walls, roofs, plaza, sidewalks and other surfaces that are visible to the public, all the while respecting community standards.

B. Standards. Murals shall be a work of art as determined by the Art Advisory Board and:

1. Be resistant to weathering or vandalism;
2. Be maintained in good condition without deterioration and unrepaired damage;
3. Be unaltered from the approved design; and
4. Does not directly or indirectly encourage violation of any federal, state, or local law.

C. Review Process. Any proposed new mural or any proposed modification to an existing mural shall be reviewed and approved by the Art Advisory Board for compliance with the Art in Public Places guidelines for works of art prior to installation on any building or property.

~~(Ord. 22-004, passed 2-15-22)~~



Art in Public Places Program

LDR Amendment

CDRV 25-005

Planning and Development Department

May 6, 2025

Overview

This amendment to the Art in Public Places (AIPP) regulations aims to:

- **Expand** the funding ability of the Public Art Fund for public space beautification.
- **Incentivize** applicants who pay into the Public Art Fund
- **Clean up, Consolidate, & Clarify**
  - Relocate regulation in the correct location within Zoning LDRs
  - Remove duplication





EXPAND: Definitions

Clarifying the Definition for:

- ***Public Art Project****: means the design, creation, and installation of artwork and the beautification of public spaces, including associated public amenities, professional design and consultant fees, the creation of public artwork, engineering and structural support, associated lighting, signage, and other site-specific improvements that* ***contribute to both the artwork itself and the overall beautification of public space****.*

Adding Definitions for:

- ***Public Art Budget****: means one percent (1%) of the total construction value of a developer's project, who is required to participate in the Art in Public Places program.*

Removing Duplicate Definitions:

- Art, Artwork, or Works of Art
- Artist or Professional Artist
- Building
- Development
- In-fill Housing
- Remodeling or Conversion
- Public Art Fund


Manhattan, New York ("High Line," an adaption of an elevated railroad to a linear park)

EXPAND: Defining Public Art Project

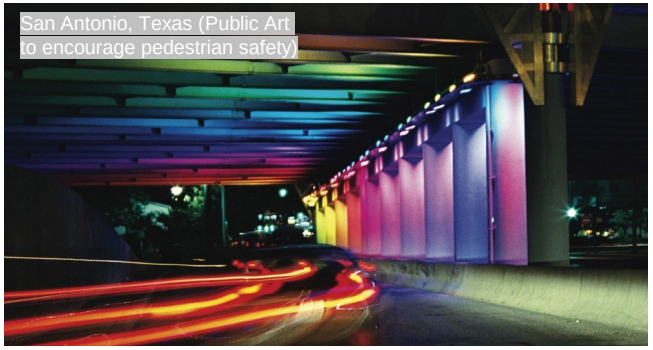
Previous Definition:





Public Art Project as Public Space Beautification:









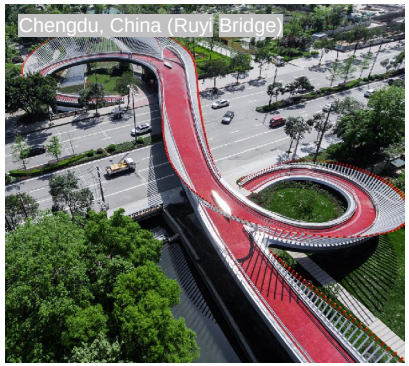
EXPAND: Public Space Beautification

Public Art Project + Public Space Beautification allows for:

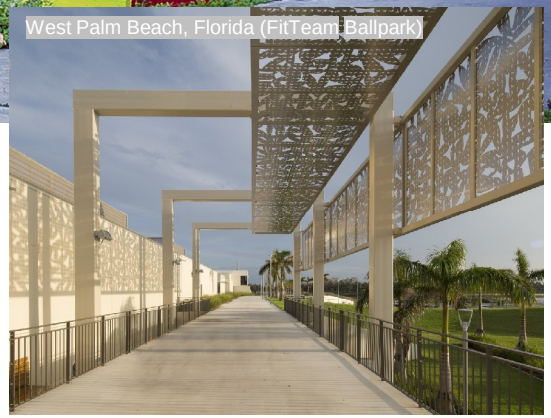
- *Benefiting the Public by beautifying the public space.*
- *Relaxes the regulations on what art is.*
- *Allow public funds to function as a benefit to the public.*
- Restoring public spaces, memorialize the cities historic beauty
- ***Not all art that is beneficial to the community is a formal art piece.***











EXPAND: Public Space Beautification

Public Space Beautification includes:

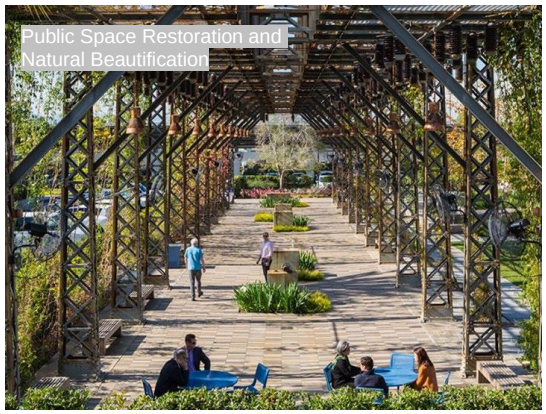
- *Historic preservation for public spaces.*
- *Adaptive reuse to create public amenities.*
- *Restoration of existing public spaces.*
- Beautiful natural spaces through preservation.
- ***Any project dedicated for the public and that space's beautification.***



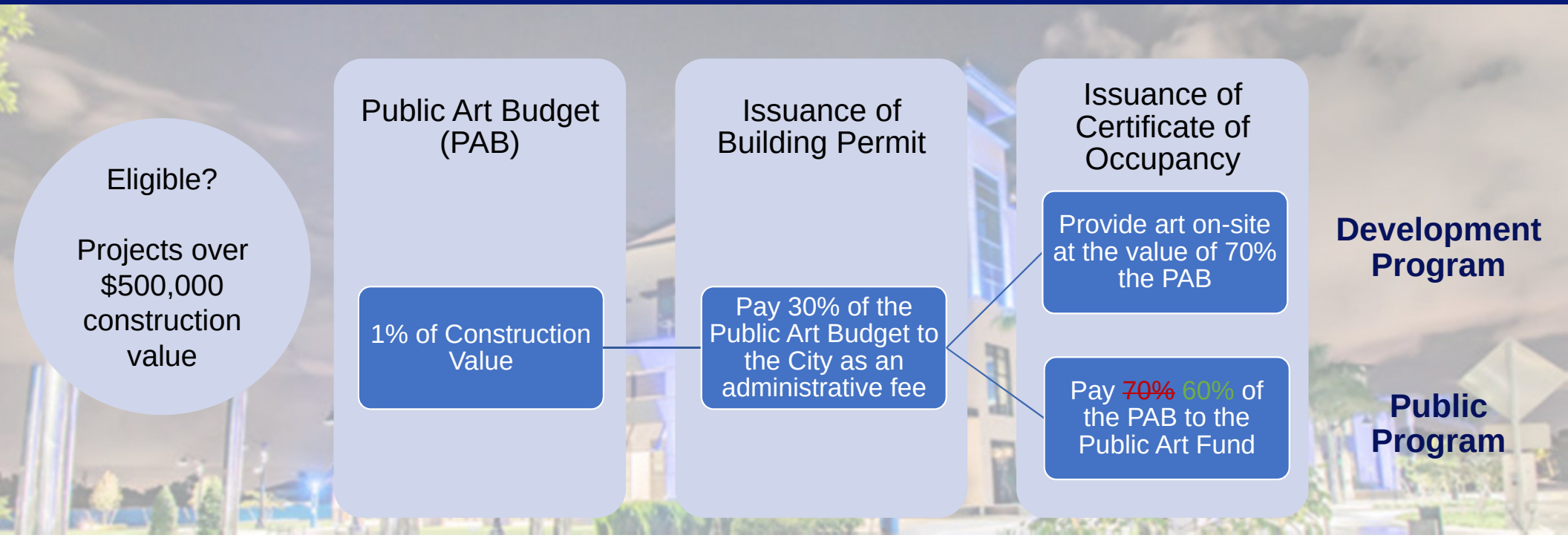








INCENTIVIZE



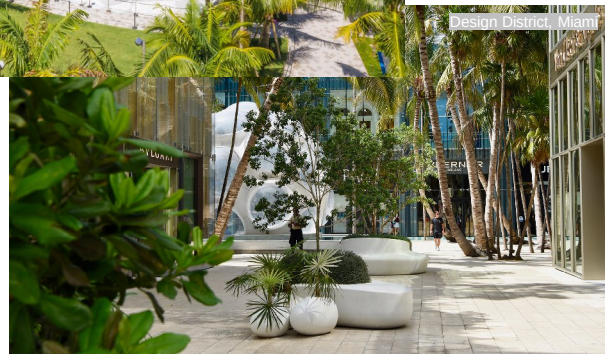
Incentivize by providing relief to applicants who wish to provide a Payment-in-Lieu of a Public Art Project

Clean up, Consolidate, & Clarify

- **Repeals original duplicate/superseded regulations** from Codes of Ordinances Part II, Chapter 2, Articles XI and XII.
- **Relocates the Art in Public Places program** regulations from Codes of Ordinances Part II, Chapter 27, Advisory Boards and Committees, while leaving regulations for the Art Advisory Board.
- Clarifies the requirement as a **Public Art Project** and not a required art fee.
- **Clarifies criteria** for a Public Art Project.
- Clarifies the Public Art Project's value as a **Public Art Budget,** which is 1% of the total construction cost for a project.







STAFF'S RECOMMENDATION

- **Amendment**
  - Staff recommends **APPROVAL** of the subject amendment to Part III Land Development Regulations to regulate and provide standards of the Art in Public Places Program and Public Beautification.

Possible Inclusion for Clarification

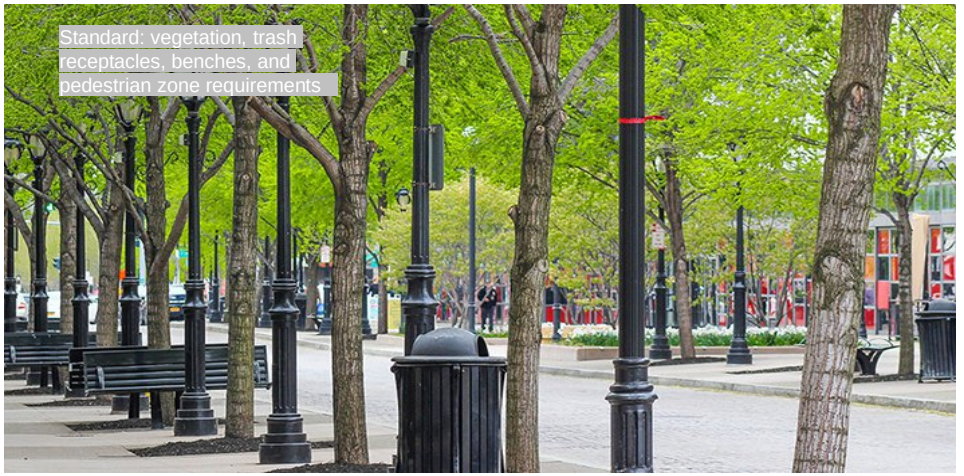
Public Art Fund Limitations

The Public Art Fund is intended **solely for the addition of public art and the beautification of public spaces** in ways that exceed the minimum standards established by City Code.

Public Art Fund cannot be used for:

- Code required landscaping / trees
- Code required amenities
- ‘Standard’ amenity equipment or furniture
- Commercial signage
- General maintenance or repair of existing public spaces

Currently, the Public Art Fund is intended to **<u>support artistic design and unique public amenities</u>** that go above and beyond the minimum standards of what the Code requires. The goal is to enhance public spaces with notable uniqueness and added value to the community, and be accessible to the public.







Questions?

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 THE ART IN PUBLIC PLACES AND PUBLIC BEAUTIFICATION REGULATIONS OF THE CODE OF ORDINANCES; REPEALING PART II "CODE OF ORDINANCES," CHAPTER 2 "ADMINISTRATION," ARTICLE XI "ARTS COMMISSION," AND ARTICLE XII "ART IN PUBLIC PLACES PROGRAM;" REPEALING CHAPTER 27 "ADVISORY BOARDS AND COMMITTEES," ARTICLE II "BOYNTON BEACH ART ADVISORY BOARD," SECTION 27-21 "INTENT," SECTION 27-22 "DEFINITIONS," SECTION 27-25 "ESTABLISHMENT OF PUBLIC ART FEE," SECTION 27-26 "PUBLIC ART FUND," AND SECTION 27-27 ART IN PUBLIC PLACES GUIDELINES;" AMENDING CHAPTER 27 "ADVISORY BOARDS AND COMMITTEES," ARTICLE II "BOYNTON BEACH ART ADVISORY BOARD," SECTION 27-24 "PURPOSE AND DUTIES;" AMENDING PART III "LAND DEVELOPMENT REGULATIONS," CHAPTER 1 "GENERAL ADMINISTRATION," ARTICLE II "DEFINITIONS," AND ARTICLE V "HOUSING INITIATIVES," SECTION 1 "STATE HOUSING INITIATIVES PARTNERSHIP ACT;" AMENDING PART III "LAND DEVELOPMENT REGULATIONS," CHAPTER 2 "LAND DEVELOPMENT PROCESS," ARTICLE VI "IMPACT AND SELECTED FEES," SECTION 5 "ART IN PUBLIC PLACES;" AMENDING CHAPTER 4 "SITE DEVELOPMENT STANDARDS," ARTICLE XIV "MURALS;" ESTABLISHING REGULATIONS TO REGULATE AND PROVIDE STANDARDS OF THE ART IN PUBLIC PLACES PROGRAM AND PUBLIC BEAUTIFICATION; 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:

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):

See Above.

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:

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

[1] See Section 166.041(4)(c), Florida Statutes.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

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: 05/ 6/2025

Proposed Ordinance No. 25-005- First Reading, An Ordinance of the City of Boynton Beach Florida, repealing and replacing Part II, Chapter 18, Article II, Division 5, Section 18-145 "City of Boynton Beach Investment Policy for General Employees' Pension Fund," to enable the Pension Plan Trustees to adopt and modify a City of Boynton Beach Investment Policy for the General Employees' Pension Fund; providing for codification; providing for severability of provisions; repealing all Ordinances and Resolutions in conflict herewith and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-005, on First Reading.

Explanation of Request:

The Board of Trustees ("Trustees") of the Employees' Pension Plan of the City of Boynton Beach, Florida, Pension Plan, with the advice of the Investment Consultant, has an investment policy which governs its investments. Keeping the entire investment policy codified within the City Code has become an administrative burden to keep up to date and has the potential to result in missed opportunities for recommended changes to the Investment Policy governing the Board's investments. The Trustees of the Employees' Pension Plan of the City of Boynton Beach Pension Plan recommends repealing Section 18-145 of Article II of Chapter 18 of the City Code and replacing it with a provision to permit the Board of Trustees to adopt an investment policy to govern the investment of the Pension Fund assets.

How will this affect city programs or services? None.

Fiscal Impact: None

Attachments:
Ord. 25-005 Ordinance_-deleting_IPS_and_adding_general_direction_for_investments_of_General_Employees_Pensio
business-impact-estimate- General Employees Pension Plan.docx

ORDINANCE NO. 25-005

FIRST READING, AN ORDINANCE OF THE CITY OF BOYNTON BEACH FLORIDA, REPEALING AND REPLACING PART II, CHAPTER 18, ARTICLE II, DIVISION 5, SECTION 18-145 "CITY OF BOYNTON BEACH INVESTMENT POLICY FOR GENERAL EMPLOYEES' PENSION FUND," TO ENABLE THE TRUSTEES TO ADOPT AND MODIFY A CITY OF BOYNTON BEACH INVESTMENT POLICY FOR GENERAL EMPLOYEES' PENSION FUND; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees ("Trustees") of the Employees' Pension Plan of the City of Boynton Beach, Florida, Pension Plan, with the advice of the Investment Consultant, has an investment policy which governs its investments;

WHEREAS, keeping the entire investment policy codified within the City Code has become an administrative burden to keep up to date and has the potential to result in missed opportunities for recommended changes to the Investment Policy governing the Board's investments;

WHEREAS, the Trustees recommend repealing Section 18-145 of Article II of Chapter 18 of the City Code and replacing it with language that authorizes the Board of Trustees to adopt an investment policy to govern the investment of the Pension Fund assets; and

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

WHEREAS, the State Legislature adopted Florida law, which governs the investment policies for public pension plans and provides for a review period by the City when changes are made to the investment policy;

WHEREAS, the City Commission of the City of Boynton Beach, Florida, finds it in the best interests of the citizens, residents, and employees of the City to amend the Employees' Pension Plan of the City of Boynton Beach, Florida.

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

Section 1. The foregoing "WHEREAS" clauses are hereby certified as true and correct and incorporated herein by this reference.

Section 2. Part II, Chapter 18 "Pensions and Retirement," Article II "Employees Pension Plan," Division 5 "Administration of The Plan," Section 18-145 "City of Boynton Beachy Investment Policy for General Employees' Pension Fund," is hereby repealed in its entirety, and the following is inserted in its place:

Section 18-145.

(a) The Board of Trustees:

(1) May invest and reinvest the assets of the Boynton Beach General Employees' Pension Fund in annuity and life insurance contracts of life insurance companies in amounts sufficient to provide, in whole or in part, the benefits to which all the participants in the Pension Fund shall be entitled under the provisions of this article, and pay the initial and subsequent premiums thereon from the integral part of the fund.

(2) Shall have the power and authority to invest and reinvest the monies of the fund, and to hold, purchase, sell, assign, transfer, and dispose of any securities and investments held in the fund, including the power and authority to employ counseling or investment management services. The aim of the investment policies shall be to preserve the integrity and security of fund principal, to maintain a balanced investment portfolio, to maintain and enhance the value of the fund principal, and to secure the maximum total return on investments that is consonant with safety of principal; provided that such investments and re-investments shall be limited only by the investments permitted by the

investment policy guidelines adopted by the Board in accordance with sections 112.661 and 112.662, Florida Statutes, notwithstanding the provisions of Section 18-221 of the code. The Board must discharge these duties with respect to the plan solely in the interest of the participants and beneficiaries and: (i) for the exclusive purpose of providing benefits to participants and their beneficiaries and defraying reasonable expenses of administering the plan; (ii) with the care, skill, prudence and diligence under the circumstances then prevailing, that a prudent person, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; and (iii) by diversifying the investments of the plan so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so.

(3) May issue drafts upon the Boynton Beach General Employees' Pension Fund pursuant to this article and rules and regulations prescribed by the Board of Trustees. All such drafts shall be consecutively numbered and shall be signed by the chairman and secretary of the Board or their designee and shall state upon their faces the purpose for which the drafts are drawn. The Pension

Fund shall retain such drafts when paid as permanent vouchers for disbursements made, and no money shall be otherwise drawn from the fund.

(4) May convert into cash any securities of the Fund as it may deem advisable, having regard for the cash requirements of the Fund.

(5) Shall keep a complete record of all receipts and disbursements, and of its acts and proceedings.

(6) May cause any investment in securities held by it to be registered in or transferred into its name as Trustee, or into the name of such nominee as it may direct, but the books and records shall at all times show that all investments are part of the fund.

(b) The sole and exclusive administration of, and the responsibilities for, the proper operation of the retirement fund and for making effective the provisions of this chapter are vested in the Board of Trustees.

(c) The Board of Trustees shall retain a professionally qualified independent consultant who shall evaluate the performance of any existing professional money manager and shall make recommendations to the Board of Trustees regarding the selection of money managers, if necessary.

(d) The Board of Trustees may employ such independent professional, technical, or other advisers as may be needed to fulfill the Board's responsibilities under this Pension Plan. These professionals include but are not limited to: legal counsel, actuaries, and certified public accountants. If the Board chooses to use the city's legal counsel, actuary, or other professional, technical, or other advisers, it must do so only under terms and conditions acceptable to the Board.

Section 3: The City Commission of the City of Boynton Beach intends that this Ordinance's provisions shall become and be made a part of the Code of Ordinances of the City of Boynton Beach, Florida. The Sections of this Ordinance may be renumbered, re-lettered, and the word Ordinance may be changed to Section, Article, or such other word or phrase 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. 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 5: This Ordinance shall become effective upon passage.

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 underlined 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, REPEALING AND REPLACING PART II, CHAPTER 18, ARTICLE II, DIVISION 5, SECTION 18-145 "CITY OF BOYNTON BEACH INVESTMENT POLICY FOR GENERAL EMPLOYEES' PENSION FUND," TO ENABLE THE TRUSTEES TO ADOPT AND MODIFY A CITY OF BOYNTON BEACH INVESTMENT POLICY FOR GENERAL EMPLOYEES' PENSION FUND; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES AND RESOLUTIONS IN CONFLICT HEREWITH 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;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ 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.

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):

See Above.

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:

4. Additional information the governing body deems useful (if any):

NONE

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

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.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-006, on First Reading.

Explanation of Request: The City Commission desires to have the ability to waive board or committee member selection, qualification, and term limit requirements on an as-needed basis when it is determined to be in the best interest of the City.

How will this affect city programs or services? Allows the City Commission the flexibility to appoint the most qualified and suitable individuals to serve on its boards and committees.

Account Line Item and Description: N/A

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

Attachments:
Ord. 25-006
Ordinance_Board_or_committee_member_selection__organization__qualifications__term_-_Final (3).docx
business-impact-estimate-_Board or committee member waiver.docx

ORDINANCE NO. 25-006

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.

WHEREAS, Part II "Code of Ordinances," Chapter 27 "Advisory Boards and Committees," Article I "In General," Section 27-2 "Board or Committee Member Selection; Organization; Qualifications; Term" of the City's Code of Ordinances currently establishes specific requirements for board and committee member selection, organization, qualifications, and terms; and

WHEREAS, the City Commission recognizes that strict adherence to these requirements may, in certain circumstances, limit the City's ability to appoint the most qualified and suitable individuals to serve on its boards and committees; and

WHEREAS, the City Commission has determined that limited authority to waive certain requirements, including residency requirements, term limits, and certain qualification requirements, would serve the best interest of the City; and

WHEREAS, such waiver authority would allow the City Commission to consider exceptional candidates who may bring valuable expertise, experience, and perspective to City boards and committees despite not meeting all standard requirements; and

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; and,

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

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

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: Part II, Chapter 27, Article I, Section 27-2 "Board or Committee Member Selection; Organization; Qualifications; Term" is hereby amended to read as follows:

Sec. 27-2. Board or committee member selection; organization; qualifications; term.

…

(f) *Qualifications*. Members and alternate members serving on advisory boards and committees shall possess sufficient knowledge, experience, judgment or background necessary to competently serve the board or committee to which they are appointed. Members and alternate members must also meet any specific qualification requirements for their advisory board. However, if finding such persons after diligent effort is difficult or impossible, as determined by the city commission, persons having comparable or equivalent qualifications may be appointed. This provision shall not be applicable to qualifications imposed by state statute or other similar regulations.

(1) In order to qualify for appointment to and to serve as a member of any board or committee of the city, an individual must be an elector of Palm Beach County, Florida.

(2) In selecting individuals to serve on boards and committees of the city, preference shall be given to individuals who are residents of the City of Boynton Beach; provided however, non-residents who own property in the city, own a business within the city, or serve as an officer, director or manager of a business located within the city may also qualify for appointment provided they possess qualifications or experience required by the board or committee to which they are appointed; provided that residency within the City is not required by ordinance or law. This provision shall not preclude the city commission from waiving the

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Words in underlined type are additions.

residency requirement when a city-established board, committee, or commission requires unique experience or qualifications.

(3) Individuals may not serve on more than one advisory board at a time.

(g) *Term limits.*

(1) No member or alternate member shall be appointed for more than two successive terms (original term, plus one additional term). A member who has been appointed to fill an unexpired term shall remain eligible to serve two full successive terms. This two-term limit may be waived upon a finding by the city commission that a third or successive appointment is in the best public interest.

(2) Upon completion of the maximum allowable two full terms of membership, no member or alternate shall be eligible for reappointment to the same advisory board or committee for a period of one year, unless otherwise waived by the city commission.

(3) An individual who has served two successive terms as an alternate member may be eligible to serve up to two additional successive terms as a regular member of the same advisory board or committee, upon approval by the city commission.

…

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: 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

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part shall be considered as eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 5: Conflicts. 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.

[SIGNATURES ON 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 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.

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 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.

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;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ 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.

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):

Authorizes the City Commission to waive board or committee member selection, qualification, and term limit requirements on an as-needed basis when it is determined to be in the best interest of 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:

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:

4. Additional information the governing body deems useful (if any):

NONE

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Ordinance No. 25-007- First Reading, An Ordinance of the City of Boynton Beach, Florida, repealing Article XIII, Section 15-134 through 15-137 of Chapter 15 and any amendments thereafter which established and revised the prohibition of conversion therapy on minors in the City of Boynton Beach; providing for conflicts; severability; and an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-007, on First Reading.

Explanation of Request: Article XIII of Chapter 15 of the Code of Ordinances of the City of Boynton Beach currently prohibits the practice of conversion therapy on minors. However, the United States Court of Appeals for the Eleventh Circuit, the controlling Federal authority over Florida, in *Otto v. City of Boca Raton*, 981 F.3d 854 (11th Cir. 2020), has provided new guidance regarding local regulation of professional counseling services, and prohibiting such content based regulations as contrary to the First Amendment, which guarantees of Free Speech. Accordingly, the current Ordinance must be repealed.

How will this affect city programs or services? No effect on 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. 25-007 Repealing_Ordinance_-_Article_XIII_of_Chapter_15_-_Conversion_Therapy_-_Final.docx
Ordinance_Repeal - Conversion Therapy - Business_Impact_Statement.docx
Otto v City of Boca Raton Florida.pdf

ORDINANCE NO. 25-007

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, REPEALING ARTICLE XIII, SECTION 15-134 THROUGH 15-137 OF CHAPTER 15, AND ANY AMENDMENTS THEREAFTER, WHICH ESTABLISHED AND REVISED THE PROHIBITION OF CONVERSION THERAPY ON MINORS IN THE CITY OF BOYNTON BEACH; PROVIDING FOR CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Article XIII of Chapter 15 of the Code of Ordinances of the City of Boynton Beach currently prohibits the practice of conversion therapy on minors; and

WHEREAS, the United States Court of Appeals for the Eleventh Circuit in *Otto v. City of Boca Raton*, 981 F.3d 854 (11th Cir. 2020), has provided new guidance regarding local regulation of professional counseling services; and

WHEREAS, the City Commission finds the repeal of Article XIII, Sections 15-134 through 15-137 of Chapter 15, and any amendments thereafter, are 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 XIII, Sections 15-134 through 15-137 of Chapter 15 and any amendments thereafter.

Section 3. The appropriate members of the City staff are hereby authorized to take any and all steps necessary to effectuate the intent of this Ordinance.

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.

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 – Woodrow L. Hay	____	____
Commissioner – Aimee Kelley	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

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, REPEALING ARTICLE XIII, SECTION 15-134 THROUGH 15-137 OF CHAPTER 15 AND ANY AMENDMENTS THEREAFTER WHICH ESTABLISHED AND REVISED THE PROHIBITION OF CONVERSION THERAPY ON MINORS IN THE CITY OF BOYNTON BEACH; PROVIDING FOR CONFLICTS; SEVERABILITY; AND 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;

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;

[1] See Section 166.041(4)(c), Florida Statutes.

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):

See Above.

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:

   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

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):

KeyCite Yellow Flag - Negative Treatment
Rejected by Chiles v. Salazar, D.Colo., December 19, 2022

981 F.3d 854
United States Court of Appeals, Eleventh Circuit.

Robert W. OTTO, Julie H. Hamilton, Plaintiffs-Appellants,
v.
CITY OF BOCA RATON, FLORIDA, County of Palm Beach, Florida, Defendants-Appellees.

No. 19-10604
|
(November 20, 2020)

Synopsis

Background: Licensed marriage and family therapists brought action alleging that city and county ordinances prohibiting therapy to minors with goal of changing their sexual orientation and/or gender identity violated their First Amendment free speech and free exercise rights, and state law. The United States District Court for the Southern District of Florida, No. 9:18-cv-80771-RLR, Robin L. Rosenberg, J., 353 F.Supp.3d 1237, denied therapists' motion for preliminary injunction. Therapists appealed.

Holdings: The Court of Appeals, Grant, Circuit Judge, held that:

[1] ordinances were content-based regulations, so that the strict scrutiny standard of review applied to therapists' First Amendment free speech challenge;

[2] ordinances discriminated based on viewpoint, implicating the First Amendment; and

[3] ordinances violated First Amendment guarantee of free speech.

Reversed and remanded.

Martin, Circuit Judge, filed dissenting opinion.

Procedural Posture(s): Interlocutory Appeal; Motion for Preliminary Injunction.

West Headnotes (42)

[1] **Federal Courts** Preliminary injunction; temporary restraining order

The Court of Appeals reviews the district court's order denying a preliminary injunction for abuse of discretion.

2 Cases that cite this headnote

[2] **Injunction** Extraordinary or unusual nature of remedy

A preliminary injunction is an extraordinary and drastic remedy.

4 Cases that cite this headnote

[3] **Injunction** Grounds in general; multiple factors

A party seeking a preliminary injunction must make four showings: (1) it has a substantial likelihood of success on the merits; (2) irreparable injury will be suffered unless the injunction issues; (3) the threatened injury to the movant outweighs whatever damage the proposed injunction may cause the opposing party; and (4) if issued, the injunction would not be adverse to the public interest.

14 Cases that cite this headnote

[4] **Constitutional Law** Freedom of Speech, Expression, and Press

The First Amendment generally prohibits the government's restriction of speech. U.S. Const. Amend. 1.

5 Cases that cite this headnote

[5] **Constitutional Law** Relation between state and federal rights

The First Amendment guarantee of free speech applies to restrictions enacted by states and municipalities, as well as to those enacted by the federal government. U.S. Const. Amend. 1.

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1 Case that cites this headnote

[6] **Constitutional Law** Freedom of Speech, Expression, and Press

At the heart of the First Amendment guarantee of free speech is the principle that each person should decide for himself or herself the ideas and beliefs deserving of expression, consideration, and adherence. U.S. Const. Amend. 1.

[7] **Constitutional Law** Health care professions

City and county ordinances prohibiting licensed therapists from providing therapy to minors with the goal of changing their sexual orientation and/or gender identity amounted to "content-based regulations," so that the strict scrutiny standard of review applied to therapists' First Amendment free speech challenge to the ordinances; ordinances clearly limited whole category of therapists' communications to their clients, and ordinances could not be enforced without considering the content of therapists' speech. U.S. Const. Amend. 1.

1 Case that cites this headnote

[8] **Constitutional Law** Narrow tailoring requirement; relationship to governmental interest

Constitutional Law Strict or exacting scrutiny; compelling interest test

If restrictions on speech are content-based, a court deciding a First Amendment challenge analyzes them under the strict scrutiny standard; if not content-based, they receive the lighter touch of intermediate scrutiny or rational basis review. U.S. Const. Amend. 1.

11 Cases that cite this headnote

[9] **Constitutional Law** Trade or Business

As with other kinds of speech, regulating the content of professionals' speech poses the inherent risk that the government seeks not to advance a legitimate regulatory goal, but to suppress unpopular ideas or information, so that strict scrutiny standard of review applies to a First Amendment challenge to a content-based regulation of professionals' speech. U.S. Const. Amend. 1.

6 Cases that cite this headnote

[10] **Constitutional Law** Strict or exacting scrutiny; compelling interest test

Under the "strict scrutiny standard" of review, a court deciding a First Amendment free speech challenge must consider whether the challenged speech restrictions are narrowly tailored to serve compelling state interests. U.S. Const. Amend. 1.

5 Cases that cite this headnote

[11] **Constitutional Law** Freedom of Speech, Expression, and Press

Forbidding the government from choosing favored and disfavored messages is at the core of the First Amendment's free speech guarantee. U.S. Const. Amend. 1.

1 Case that cites this headnote

[12] **Constitutional Law** Content-Based Regulations or Restrictions

A "content-based" law, for purpose of deciding a First Amendment free speech challenge, is one that restricts particular speech because of the topic discussed or the idea or message expressed. U.S. Const. Amend. 1.

2 Cases that cite this headnote

[13] **Constitutional Law** Content-Based Regulations or Restrictions

Content-based speech restrictions are presumptively invalid under the First Amendment. U.S. Const. Amend. 1.

11 Cases that cite this headnote

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[14] **Constitutional Law** 🔑 Viewpoint or idea discrimination

Constitutional Law 🔑 Content-Based Regulations or Restrictions

The First Amendment means that government has no power to restrict expression because of its message, its ideas, its subject matter, or its content. U.S. Const. Amend. 1.

2 Cases that cite this headnote

[15] **Constitutional Law** 🔑 Content-Based Regulations or Restrictions

Regulations that are grounded in the content of speech, and that allow the government to discriminate on the basis of the content of that speech, cannot be tolerated under the First Amendment. U.S. Const. Amend. 1.

1 Case that cites this headnote

[16] **Constitutional Law** 🔑 Content-Based Regulations or Restrictions

The mere assertion of a content-neutral purpose is not enough to save a law which, on its face, discriminates based on content of expression, in a First Amendment free speech challenge. U.S. Const. Amend. 1.

[17] **Constitutional Law** 🔑 Content-Based Regulations or Restrictions

The first question in analyzing a First Amendment free speech challenge is not about a law's purpose, but about its effect, that is, whether it restricts or penalizes speech on the basis of that speech's content. U.S. Const. Amend. 1.

[18] **Constitutional Law** 🔑 Content-Based Regulations or Restrictions

One reliable way to tell if a law restricting speech is content-based, for purpose of a First Amendment free speech challenge, is to ask whether enforcement authorities must examine the content of the message that is conveyed to know whether the law has been violated. U.S. Const. Amend. 1.

3 Cases that cite this headnote

[19] **Constitutional Law** 🔑 Content-Based Regulations or Restrictions

The First Amendment problem posed by content-based speech bans is not mitigated even when closely-related forms of expression are considered acceptable. U.S. Const. Amend. 1.

[20] **Constitutional Law** 🔑 Freedom of Speech, Expression, and Press

The First Amendment does not protect the right to speak about banned speech; it protects speech itself, no matter how disagreeable that speech might be to the government. U.S. Const. Amend. 1.

[21] **Constitutional Law** 🔑 Health care professions

Health 🔑 Validity

City and county ordinances prohibiting licensed therapists from providing therapy to minors with the goal of changing their sexual orientation and/or gender identity discriminated on the basis of viewpoint, implicating First Amendment free speech rights; exception carved out in ordinances expressly allowed counseling that provided support and assistance to person undergoing gender transition, so that ordinances codified county and city's viewpoints that sexual orientation is immutable, but gender is not, and prohibited therapists from advancing any other perspective when counseling clients. U.S. Const. Amend. 1.

2 Cases that cite this headnote

[22] **Constitutional Law** 🔑 Viewpoint or idea discrimination

A government cannot engage in bias, censorship or preference regarding a speaker's point of

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view, without violating the First Amendment free speech guarantee. U.S. Const. Amend. 1.

[23] **Constitutional Law** Viewpoint or idea discrimination

That a particular viewpoint may be widely shared in the communities where the speech restrictions were enacted is beside the point when determining whether the restrictions were viewpoint-based in violation of the First Amendment free speech guarantee; the question is whether a speaker's viewpoint determines his license to speak. U.S. Const. Amend. 1.

2 Cases that cite this headnote

[24] **Constitutional Law** Viewpoint or idea discrimination

Constitutional Law Content-Based Regulations or Restrictions

Viewpoint-based regulations on speech are an egregious form of content discrimination, and thus, violate the First Amendment. U.S. Const. Amend. 1.

4 Cases that cite this headnote

[25] **Constitutional Law** Viewpoint or idea discrimination

The First Amendment forbids the government from regulating speech in ways that favor some viewpoints or ideas at the expense of others. U.S. Const. Amend. 1.

1 Case that cites this headnote

[26] **Constitutional Law** Viewpoint or idea discrimination

Under the First Amendment, the government must abstain from regulating speech when the specific motivating ideology or the opinion or perspective of the speaker is the rationale for the restriction. U.S. Const. Amend. 1.

1 Case that cites this headnote

[27] **Constitutional Law** Particular Issues and Applications in General

Categories of speech that are unprotected by the First Amendment include obscenity, defamation, fraud, incitement, and speech integral to criminal conduct. U.S. Const. Amend. 1.

[28] **Constitutional Law** Commercial Speech in General

Constitutional Law Trade or Business

Categories of lesser-protected speech, under the First Amendment, include commercial speech, as well as incidental speech swept up in the regulation of professional conduct. U.S. Const. Amend. 1.

13 Cases that cite this headnote

[29] **Constitutional Law** Trade or Business

States may regulate professional conduct, without implicating First Amendment free speech rights, even though that conduct incidentally involves speech. U.S. Const. Amend. 1.

14 Cases that cite this headnote

[30] **Constitutional Law** Conduct, protection of

The government cannot regulate speech by relabeling it as conduct, without implicating the First Amendment. U.S. Const. Amend. 1.

8 Cases that cite this headnote

[31] **Constitutional Law** Freedom of Speech, Expression, and Press

Courts do not have a freewheeling authority to declare new categories of speech outside the scope of the First Amendment. U.S. Const. Amend. 1.

[32] **Constitutional Law** Trade or Business

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Speech is not unprotected by the First Amendment merely because it is uttered by professionals. U.S. Const. Amend. 1.

1 Case that cites this headnote

[33] **Constitutional Law** Protection of

A state's interest in safeguarding the physical and psychological well-being of a minor is a compelling interest, for purpose of analyzing a First Amendment challenge to a law restricting speech, under the strict scrutiny standard. U.S. Const. Amend. 1.

4 Cases that cite this headnote

[34] **Constitutional Law** Protection of

While protecting children is a compelling government interest, for purpose of analyzing a First Amendment challenge to a law restricting speech, under the strict scrutiny standard, speech cannot be suppressed solely to protect the young from ideas or images that a legislative body thinks unsuitable for them. U.S. Const. Amend. 1.

[35] **Civil Rights** Weight and Sufficiency of Evidence

Constitutional Law Strict or exacting scrutiny; compelling interest test

Government carries the burden of proof to show that a law restricting speech based on content survives a First Amendment challenge under the strict scrutiny standard, and ambiguous proof will not satisfy the demanding standard it must meet. U.S. Const. Amend. 1.

3 Cases that cite this headnote

[36] **Constitutional Law** Health care professions

Health Validity

City and county ordinances prohibiting licensed therapists from providing therapy to minors with the goal of changing their sexual orientation and/or gender identity violated First Amendment free speech rights; the ordinances were content-based speech restrictions, and although the municipalities had compelling interest in protecting the psychological and physical well-being of minors, ordinances were not narrowly-tailored to further that interest. U.S. Const. Amend. 1.

7 Cases that cite this headnote

[37] **Constitutional Law** Content-Based Regulations or Restrictions

The point of the First Amendment free speech guarantee is that majority preferences must be expressed in some fashion other than silencing speech on the basis of its content. U.S. Const. Amend. 1.

1 Case that cites this headnote

[38] **Constitutional Law** Strict or exacting scrutiny; compelling interest test

Unless content-based restrictions on speech meet the demanding strict scrutiny standard, whether the speech they target should be tolerated is simply not a question that a court deciding a First Amendment free speech challenge to the restrictions is allowed to consider, or a choice that the court is allowed to make. U.S. Const. Amend. 1.

4 Cases that cite this headnote

[39] **Civil Rights** Preliminary Injunction

When the challenged regulation is an unconstitutional direct penalization of protected speech, continued enforcement, for even minimal periods of time, constitutes a "per se irreparable injury," as will support a preliminary injunction to enjoin enforcement of the regulation, in a suit alleging violation of First Amendment free speech rights. U.S. Const. Amend. 1.

10 Cases that cite this headnote

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[40] **Constitutional Law** Resolution of non-constitutional questions before constitutional questions

Federal courts should avoid reaching constitutional questions if there are other grounds upon which a case can be decided.

2 Cases that cite this headnote

[41] **Constitutional Law** Resolution of non-constitutional questions before constitutional questions

The doctrine of constitutional avoidance, pursuant to which federal courts will avoid reaching constitutional questions, only comes into play when a dispositive nonconstitutional ground is available.

2 Cases that cite this headnote

[42] **Federal Courts** In general; necessity

The Court of Appeals is a court of review, not a court of first view.

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Appeal from the United States District Court for the Southern District of Florida, D.C. Docket No. 9:18-cv-80771-RLR

Before MARTIN, GRANT, and LAGOA, Circuit Judges.

Opinion

GRANT, Circuit Judge:

***859** Boca Raton and Palm Beach County prohibit therapists from engaging in counseling or any therapy with a goal of changing a minor's sexual orientation, reducing a minor's sexual or romantic attractions (at least to others of the same gender or sex), or changing a minor's gender identity or expression—though support and assistance to a person undergoing gender transition is specifically permitted. These restrictions apply even to purely speech-based therapy. Two therapists argue that the ordinances infringe on their constitutional right to speak freely with clients. They appeal the district court's denial of their motion for a preliminary injunction. We understand and appreciate that the therapy is highly controversial. But the First Amendment has no carveout for controversial speech. We hold that the challenged ordinances violate the First Amendment because they are content-based regulations of speech that cannot survive strict scrutiny.

I.

A.

In late 2017, Palm Beach County, Florida and the City of Boca Raton joined a growing list of states and municipalities that prohibit controversial therapies called sexual orientation change efforts (SOCE).[1] The City and the County both passed ordinances based on legislative findings that SOCE poses a serious health risk to minors. These findings cited various studies and the position papers of numerous medical and public health organizations.

The City and County ordinances are substantially identical, differing primarily in how they penalize violations.[2] The City's ordinance applies to "any person who is licensed by the State of Florida to provide professional counseling," except for clergy. The ordinance bars covered providers from treating minors with

> any counseling, practice or treatment performed with the goal of changing an individual's sexual orientation or gender identity, including, but not limited to, efforts to change behaviors, gender identity, or gender expression, or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender or sex.

The County enacted a similar ordinance banning covered providers from engaging in SOCE with minor clients. Its definition of provider is consistent with the City's. The County ordinance bans

> the practice of seeking to change an individual's sexual orientation or gender identity, including but not limited to efforts to change behaviors, gender identity, or gender expressions or to eliminate or reduce sexual or romantic attractions ***860** or feelings toward individuals of the same gender or sex.

But both ordinances contain a significant carveout: they expressly allow "counseling that provides support and assistance to a person undergoing gender transition."

B.

Robert Otto and Julie Hamilton are licensed marriage and family therapists with practices in Palm Beach County, including within the City of Boca Raton. Among other services, they provide counseling to minors who have unwanted same-sex attraction or unwanted gender identity issues. Plaintiffs characterize their counseling as "talk therapy"—that is, therapy conducted solely through speech.

Before the ordinances went into effect, plaintiffs often saw clients who presented with depression and anxiety due to internal conflicts over their sexuality or gender identity. Both therapists disclaim any ability to "change" any person's sexual orientation; they believe, however, that through speech-based therapy, their clients who wish to do so can reduce same-sex behavior and attraction and eliminate what they term confusion over gender identity.

Plaintiffs say their therapy is voluntary and client-directed. Their clients typically have "sincerely held religious beliefs conflicting with homosexuality, and voluntarily seek SOCE counseling in order to live in congruence with their faith and to conform their identity, concept of self, attractions, and behaviors to their sincerely held religious beliefs."

Neither the City nor the County disputes that plaintiffs' practices consisted entirely of speech. But the defendants maintain that SOCE, in any form, poses serious health risks to children and adolescents. Specifically, they cite a seriously increased risk of depression and suicide.

Plaintiffs filed suit to permanently enjoin enforcement of both ordinances. The next day, they moved for a preliminary injunction on two grounds: that the ordinances violate the First Amendment and that the ordinances are preempted by state law. After receiving briefing on the matter, and holding a full day of oral argument, the district court denied the motion. On the First Amendment claim, the court found that plaintiffs failed to demonstrate a substantial likelihood of success on the merits. As to the state preemption claim, the court found that, even if plaintiffs could demonstrate a likelihood of success

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on the merits, they could not demonstrate irreparable harm. Plaintiffs immediately filed this interlocutory appeal.

II.

[1] **[2]** **[3]** We review the district court's order denying a preliminary injunction for abuse of discretion. *See Siegel v. LePore*, 234 F.3d 1163, 1175 (11th Cir. 2000) (en banc). A preliminary injunction is an "extraordinary and drastic remedy." *Id.* at 1176 (quoting *McDonald's Corp. v. Robertson*, 147 F.3d 1301, 1306 (11th Cir. 1998)). The party seeking one must make four showings: "(1) it has a substantial likelihood of success on the merits; (2) irreparable injury will be suffered unless the injunction issues; (3) the threatened injury to the movant outweighs whatever damage the proposed injunction may cause the opposing party; and (4) if issued, the injunction would not be adverse to the public interest." *Id.*

III.

[4] **[5]** **[6]** The First Amendment prohibits the political restriction of speech in simple but definite terms: "Congress shall make no law ... abridging the freedom of speech." U.S. Const. amend. I. Those same ***861** terms, and their guarantee of free speech, now apply to states and municipalities as well as to the federal government. *See Cruz v. Ferre*, 755 F.2d 1415, 1418 (11th Cir. 1985). At the heart of that guarantee is "the principle that each person should decide for himself or herself the ideas and beliefs deserving of expression, consideration, and adherence." *Turner Broad. Sys., Inc. v. FCC*, 512 U.S. 622, 641, 114 S.Ct. 2445, 129 L.Ed.2d 497 (1994).

The plaintiffs claim that the SOCE ordinances violate that principle by restricting speech-based therapy because the local governments disagree with the message, ideas, subject matter, and content of the words spoken during their clients' therapy. The local governments counter that their only intention is to protect minors from the harm that is surely caused by that speech, and say that because it is professional speech or conduct they have the power to limit it.

[7] **[8]** This is a case about what speech the First Amendment allows the government to ban, and under what circumstances. So the first question we need to consider is whether the ordinances are content-based regulations. If they are, we analyze them under strict scrutiny; if not, they receive the lighter touch of intermediate scrutiny or perhaps even rational basis review. "In cases at the margin, it may sometimes be difficult to figure out what constitutes speech protected by the First Amendment. But this is not a hard case in that respect." *Wollschlaeger v. Governor, Fla.*, 848 F.3d 1293, 1307 (11th Cir. 2017) (en banc). The answer to the content-based-or-not question turns out to be as easy here as it was in *Wollschlaeger*: because the ordinances depend on what is said, they are content-based restrictions that must receive strict scrutiny.

[9] The local governments' characterization of their ordinances as professional regulations cannot lower that bar. The Supreme Court has consistently rejected attempts to set aside the dangers of content-based speech regulation in professional settings: "As with other kinds of speech, regulating the content of professionals' speech 'pose[s] the inherent risk that the Government seeks not to advance a legitimate regulatory goal, but to suppress unpopular ideas or information.' " *Nat'l Inst. of Fam. & Life Advocs. v. Becerra*, —— U.S. ——, 138 S. Ct. 2361, 2374, 201 L.Ed.2d 835 (2018) (alteration in original) (quoting *Turner*, 512 U.S. at 641, 114 S.Ct. 2445).

Nor can the local governments evade the First Amendment's ordinary presumption against content-based speech restrictions by saying that the plaintiffs' speech is actually conduct. We can understand why they would make this claim; if the ordinances restricted only non-expressive conduct, and not speech, then they would not implicate the First Amendment at all. Our Court, though, has already rejected the practice of relabeling controversial speech as conduct. In a case quite similar to this one, we laid down an important marker: "the enterprise of labeling certain verbal or written communications 'speech' and others 'conduct' is unprincipled and susceptible to manipulation." *Wollschlaeger*, 848 F.3d at 1308 (quotation omitted). And between that decision and this one, the Supreme Court also rejected an attempt to regulate speech by recharacterizing it as professional conduct. *See NIFLA*, 138 S. Ct. at 2373–74. So too here. The local governments cannot rescue their ordinances by calling the plaintiffs' speech conduct.

[10] **[11]** Strict scrutiny ordinarily applies to content-based restrictions of speech, and this case is no different. That means we must consider whether the ordinances ***862** are "narrowly tailored to serve compelling state interests." *Reed v. Town of Gilbert*, 576 U.S. 155, 163, 135 S.Ct. 2218, 192 L.Ed.2d 236 (2015). Laws or regulations almost

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never survive this demanding test, and these ordinances are not outliers. Forbidding the government from choosing favored and disfavored messages is at the core of the First Amendment's free-speech guarantee. *See Police Dep't of Chicago v. Mosley*, 408 U.S. 92, 96, 92 S.Ct. 2286, 33 L.Ed.2d 212 (1972).

A.

[12] **[13]** **[14]** **[15]** A content-based law is one that "applies to particular speech because of the topic discussed or the idea or message expressed." *Reed*, 576 U.S. at 163, 135 S.Ct. 2218. Few categories of regulation have been as disfavored as content-based speech restrictions, which are "presumptively invalid." *R.A.V. v. City of St. Paul*, 505 U.S. 377, 382, 112 S.Ct. 2538, 120 L.Ed.2d 305 (1992). That's because, "above all else, the First Amendment means that government has no power to restrict expression because of its message, its ideas, its subject matter, or its content." *Mosley*, 408 U.S. at 95, 92 S.Ct. 2286. So regulations that are grounded in the content of speech, and that allow the government "to discriminate on the basis of the content" of that speech, "cannot be tolerated under the First Amendment." *Simon & Schuster, Inc. v. Members of the New York State Crime Victims Bd.*, 502 U.S. 105, 116, 112 S.Ct. 501, 116 L.Ed.2d 476 (1991) (quotation omitted).

[16] **[17]** The "mere assertion of a content-neutral purpose" is not enough "to save a law which, on its face, discriminates based on content." *Turner*, 512 U.S. at 642–43, 114 S.Ct. 2445. So the first question is not about a law's purpose, but about its effect—whether it restricts or penalizes speech on the basis of that speech's content. It is not always easy to determine whether a law is content-based—but sometimes it is. "Some facial distinctions based on a message are obvious, defining regulated speech by particular subject matter." *Reed*, 576 U.S. at 163, 135 S.Ct. 2218. Two laws held unconstitutional, by the Supreme Court and this Court, respectively, provide useful examples: a federal statute that prohibited the sale and possession of videos depicting animal cruelty, and the Florida law in *Wollschlaeger*, which prevented doctors from "asking questions concerning the ownership of a firearm or ammunition by the patient." *See United States v. Stevens*, 559 U.S. 460, 464, 130 S.Ct. 1577, 176 L.Ed.2d 435 (2010); *Wollschlaeger*, 848 F.3d at 1303 (quoting Fla. Stat. § 790.338(2) (2011)). If adorable videos of puppies are allowed and horrifying videos of puppy abuse are not, that restriction is based on content, no matter how desirable it may be. And if Florida doctors may ask their patients about ownership of anything other than a firearm, that too is a content-based restriction. Those rules were obviously content-based because they regulated certain subject matters but not others.

[18] One reliable way to tell if a law restricting speech is content-based is to ask whether enforcement authorities must "examine the content of the message that is conveyed" to know whether the law has been violated. *McCullen v. Coakley*, 573 U.S. 464, 479, 134 S.Ct. 2518, 189 L.Ed.2d 502 (2014) (quoting *FCC v. League of Women Voters of Cal.*, 468 U.S. 364, 383, 104 S.Ct. 3106, 82 L.Ed.2d 278 (1984)). Take a recent example from the Supreme Court. To see if a robocall was legal, authorities needed to know what the call was about: collecting government debt or anything else. "That is about as content-based as it gets." *Barr v. Am. Ass'n of Pol. Consultants, Inc.*, —— U.S. ——, 140 S. Ct. 2335, 2346, 207 L.Ed.2d 784 (2020) (plurality ***863** opinion); *see also League of Women Voters*, 468 U.S. at 383, 104 S.Ct. 3106 (to determine whether a particular statement was prohibited, "enforcement authorities must necessarily examine the content of the message that is conveyed").

Other regulations are more obviously content neutral. An anti-demonstration statute, for example, that prohibited such activities within 35 feet of an abortion clinic was deemed content neutral. *See McCullen*, 573 U.S. at 479–85, 134 S.Ct. 2518. Proving whether a demonstrator broke the law required showing physical proximity to an abortion clinic, but it would make no difference whether a demonstration supported or opposed the clinic's work. *See id.* Similarly, a municipal ordinance was not content-based when it required bands using the city's outdoor stage to also use the city's sound system (which controlled volume and sound mix). *See Ward v. Rock Against Racism*, 491 U.S. 781, 792, 109 S.Ct. 2746, 105 L.Ed.2d 661 (1989). That regulation applied to all bands equally, and was not conditioned on the messages in songs or the political views of band members; in other words, it could be "justified without reference to the content of the regulated speech." *Id.* at 791, 109 S.Ct. 2746 (quoting *Clark v. Cmty. for Creative Non-Violence*, 468 U.S. 288, 293, 104 S.Ct. 3065, 82 L.Ed.2d 221 (1984)).

We cannot see how the regulations here can be applied without considering the content of the banned speech. Indeed, and as we said in *Wollschlaeger*, "this is not a hard case in that respect." 848 F.3d at 1307. The regulations are plainly "speaker-focused and content-based restrictions

on speech": they limit a category of people—therapists—from communicating a particular message. *Id.* Consider again the similarities to *Wollschlaeger*. There, a Florida law prevented doctors from speaking to their patients about firearm ownership. *See id.* at 1302–03. Whether a doctor violated that law turned solely on the content of the message conveyed to the patient. Here too. Whether therapy is prohibited depends only on the content of the words used in that therapy, and the ban on that content is because the government disagrees with it. And whether the government's disagreement is for good reasons, great reasons, or terrible reasons has nothing at all to do with it. All that matters is that a therapist's speech to a minor client is legal or illegal under the ordinances based solely on its content.

[19] **[20]** The governments point out that the therapists have other, similar avenues of expression. To be sure, the therapists remain free to describe SOCE to the public or recommend that a client receive SOCE in another jurisdiction. But (contrary to the dissent's contention) the ordinances plainly prohibit the therapists from having certain conversations with clients. In any event, the constitutional problem posed by speech bans like this one is not mitigated when closely related forms of expression are considered acceptable. Imagine, for instance, if the government of Skokie, Illinois had defended the state court's injunction on a pro-Nazi parade by assuring the Supreme Court that people were welcome to *advocate* for a pro-Nazi demonstration; it's just that they could not actually hold the demonstration. *See Nat'l Socialist Party of Am. v. Village of Skokie*, 432 U.S. 43, 97 S.Ct. 2205, 53 L.Ed.2d 96 (1977). The First Amendment does not protect the right to speak about banned speech; it protects speech itself, no matter how disagreeable that speech might be to the government. And what good would it do for a therapist whose client sought SOCE therapy to tell the client that she thought the therapy could be helpful, but could not offer it? It only matters that ***864** some words about sexuality and gender are allowed, and others are not.

Equally irrelevant is the district court's observation that plaintiffs retain "their right and prerogative to seek greater acceptance of SOCE." The plaintiffs in *Wollschlaeger* who wished to talk with their patients about gun safety also retained the "right and prerogative" to seek wider appreciation for their desire to do so. But speech does not need to be popular in order to be allowed. The First Amendment exists precisely so that speakers with unpopular ideas do not have to lobby the government for permission before they speak.

[21] **[22]** So the ordinances discriminate on the basis of content—at a minimum. They also discriminate on the basis of viewpoint. After all, the plaintiffs' counseling practices are grounded in a particular viewpoint about sex, gender, and sexual ethics. The defendant governments obviously hold an opposing viewpoint—one that they surely have the right to promote. *Pleasant Grove City v. Summum*, 555 U.S. 460, 467, 129 S.Ct. 1125, 172 L.Ed.2d 853 (2009) (the Free Speech Clause "does not regulate government speech"); *see also Mech v. Sch. Bd. of Palm Beach Cnty.*, 806 F.3d 1070, 1074 (11th Cir. 2015). But they cannot engage in "bias, censorship or preference regarding [another] speaker's point of view." *Messer v. City of Douglasville*, 975 F.2d 1505, 1509 (11th Cir. 1992).

[23] That the defendants did precisely that becomes even more obvious when considering the "exception" outlined in both ordinances. The exception expressly allows "counseling that provides support and assistance to a person undergoing gender transition." No such carveout exists for sexual orientation. The ordinances thus codify a particular viewpoint—sexual orientation is immutable, but gender is not—and prohibit the therapists from advancing any other perspective when counseling clients. That viewpoint may be widely shared in the communities that passed the ordinances, but widespread agreement is beside the point; the question is whether a speaker's viewpoint determines his license to speak. Here, the answer is yes.

[24] **[25]** **[26]** Viewpoint-based regulations like these are "an egregious form of content discrimination." *Rosenberger v. Rector & Visitors of Univ. of Virginia*, 515 U.S. 819, 829, 115 S.Ct. 2510, 132 L.Ed.2d 700 (1995). Indeed, there is an argument that such regulations are unconstitutional per se; the Supreme Court has said that "the First Amendment *forbids* the government to regulate speech in ways that favor some viewpoints or ideas at the expense of others." *Members of the City Council v. Taxpayers for Vincent*, 466 U.S. 789, 804, 104 S.Ct. 2118, 80 L.Ed.2d 772 (1984) (emphasis added). In that case, it applied heightened scrutiny only after finding that the challenged law was viewpoint neutral. *See id.* at 804–05, 104 S.Ct. 2118. As *Rosenberger* said, "government must abstain from regulating speech when the specific motivating ideology or the opinion or perspective of the speaker is the rationale for the restriction." 515 U.S. at 829, 115 S.Ct. 2510. And we have not shied away from the same point: "The prohibition against viewpoint discrimination is firmly embedded in first amendment analysis." *Searcey v. Harris*, 888 F.2d 1314, 1325 (11th Cir. 1989). Those holdings do

not leave a lot of breathing room for viewpoint-based speech restrictions.

Still, the Supreme Court has not explicitly adopted a per se rule, and we have no need to do so here. We only conclude that these ordinances are content- and viewpoint-based restrictions on speech.

B.

[27] The district court and the defendants suggest that the ordinances here—even ***865** if based on the content of a therapist's speech—fall into a kind of twilight zone of "professional speech" or "professional conduct." To be sure, certain types of speech receive either less protection or no protection under the First Amendment. Unprotected categories include obscenity, defamation, fraud, incitement, and speech integral to criminal conduct. *See Stevens*, 559 U.S. at 468, 130 S.Ct. 1577. No one has argued that the ordinances fall into these categories of unprotected speech, and we do not see how they could.

[28] Lesser-protected categories include commercial speech, as well as incidental speech swept up in the regulation of professional conduct. *See, e.g.*, *Cent. Hudson Gas & Elec. Corp. v. Pub. Serv. Comm'n*, 447 U.S. 557, 566, 100 S.Ct. 2343, 65 L.Ed.2d 341 (1980) (commercial speech); *Ohralik v. Ohio State Bar Ass'n*, 436 U.S. 447, 456–57, 98 S.Ct. 1912, 56 L.Ed.2d 444 (1978) (incidental speech). But neither of these existing categories are a good fit for the ordinances, and we decline the invitation to recognize a new category of less protected speech. To begin, the ordinances do not regulate commercial speech. *See, e.g.*, *Edward Lewis Tobinick, MD v. Novella*, 848 F.3d 935, 950 (11th Cir. 2017). Here, what is being regulated is not, say, an advertisement for therapy, but the therapy itself. No one argues that commercial speech is at issue.

[29] As for "incidental speech swept up in the regulation of conduct," the ordinances are direct, not incidental, regulations of speech. Moreover, they are not connected to any regulation of separately identifiable conduct. We recognize, of course, the long-standing principle that valid regulations of conduct might sweep up some speech at their margins. A law against discriminatory hiring would prohibit a "White Applicants Only" sign, a local ordinance against setting outdoor fires would cover flag burning, and an antitrust law directed against "agreements in restraint of trade" would restrict the speech necessary to form such an agreement. *See Sorrell v. IMS Health Inc.*, 564 U.S. 552, 567, 131 S.Ct. 2653, 180 L.Ed.2d 544 (2011) (citing cases). And there is no doubt that "States may regulate professional conduct, even though that conduct incidentally involves speech." *NIFLA*, 138 S. Ct. at 2372. That is because "words can in some circumstances violate laws directed not against speech but against conduct." *R.A.V.*, 505 U.S. at 389, 112 S.Ct. 2538.

[30] But there is a real difference between laws directed at conduct sweeping up incidental speech on the one hand and laws that directly regulate speech on the other. The government cannot regulate speech by relabeling it as conduct. As we have said, "characterizing speech as conduct is a dubious constitutional enterprise," and "labeling certain verbal or written communications 'speech' and others 'conduct' is unprincipled and susceptible to manipulation." *Wollschlaeger*, 848 F.3d at 1308–09 (quotation omitted).

The local governments are not entirely wrong when they characterize speech-based SOCE as a course of conduct. SOCE, after all, is a therapy, and plaintiffs say they want to "engage" in it. But plaintiffs have the better of the argument. What the governments call a "medical procedure" consists —entirely—of words. As the district court itself recognized, plaintiffs' therapy "is not just carried out *in part* through speech: the treatment provided by Drs. Otto and Hamilton *is entirely* speech." If SOCE is conduct, the same could be said of teaching or protesting—both are activities, after all. Debating? Also an activity. Book clubs? Same answer. But the law does not require us to flip back and forth between perspectives until ***866** our eyes hurt. Our precedent says the opposite: "Speech is speech, and it must be analyzed as such for purposes of the First Amendment." *Wollschlaeger*, 848 F.3d at 1307 (alteration omitted). [3]

Cohen v. California is a good example. *See* 403 U.S. 15, 18, 91 S.Ct. 1780, 29 L.Ed.2d 284 (1971). There, the Supreme Court reviewed the violation of a state law prohibiting "maliciously and willfully disturbing the peace or quiet of any neighborhood or person by offensive conduct." *Id.* at 16, 91 S.Ct. 1780 (punctuation altered). The defendant had worn a profanity-emblazoned jacket in front of women and children. *Id.* Because the "only 'conduct' which the State sought to punish" was "the fact of communication," the Court invalidated the conviction as "resting solely upon 'speech,' not upon any *separately identifiable conduct*." *Id.* at 18, 91 S.Ct. 1780 (emphasis added) (internal citation omitted). So

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putting on the shirt was not the issue; it was the message communicated by the shirt.

The defendants' ordinances also target a message: the advice that therapists may give their clients. As the Supreme Court said in another case purportedly addressing conduct, if "the acts of 'disclosing' and 'publishing' information do not constitute speech, it is hard to imagine what does fall within that category." *Bartnicki v. Vopper*, 532 U.S. 514, 527, 121 S.Ct. 1753, 149 L.Ed.2d 787 (2001) (quotation omitted). The same is true here. If speaking to clients is not speech, the world is truly upside down. These ordinances sanction speech directly, not incidentally—the only "conduct" at issue is speech. Simply put, it is never enough for the government to show how speech can also be framed as conduct. "Saying that restrictions on writing and speaking are merely incidental to speech is like saying that limitations on walking and running are merely incidental to ambulation." *Wollschlaeger*, 848 F.3d at 1308.

[31] Declaring itself "stymied by the Eleventh Circuit's analysis in *Wollschlaeger*," the district court found refuge in a proposed category of less protected speech, which it described as "professional speech." The problem is that courts do not have a "freewheeling authority to declare new categories of speech outside the scope of the First Amendment." *United States v. Alvarez*, 567 U.S. 709, 722, 132 S.Ct. 2537, 183 L.Ed.2d 574 (2012) (quoting *Stevens*, 559 U.S. at 472, 130 S.Ct. 1577). And "professional speech" is not a traditional category of speech that falls within an exception to normal First Amendment principles. We have already rejected the suggestion that the government's ability to regulate entry into a profession entitles it to regulate the speech of professionals. *See Wollschlaeger*, 848 F.3d at 1309. In *Wollschlaeger*, the fact that the speech about gun safety was offered in the context of a profession did not mean the government could restrict that speech. This case, like *Wollschlaeger*, is not about licensure requirements. [4] *See id.* (discussing ***867** *Locke v. Shore*, 634 F.3d 1185 (11th Cir. 2011)). It is about speech.

Indeed, if professional speech were not protected under normal First Amendment principles, the government might "easily tell architects that they cannot propose buildings in the style of I.M. Pei, or general contractors that they cannot suggest the use of cheaper foreign steel in construction projects, or accountants that they cannot discuss legal tax avoidance techniques." *Id.* at 1311. The list could go on. Perhaps examples from areas that are not enmeshed in political controversy make the risks easier to see. But the same limits apply everywhere.

The Supreme Court's decision in *NIFLA* also refused to recognize professional speech as a new speech category deserving less protection. There, the Court refused to give governments "unfettered power to reduce a group's First Amendment rights by simply imposing a licensing requirement." *NIFLA*, 138 S. Ct. at 2375. The First Amendment's core speech protections could not very well withstand that sort of restriction-via-professionalization. [5]

[32] In fact, the *NIFLA* decision not only addressed similar doctrinal issues to those we face here—it directly criticized other circuit decisions approving of SOCE bans. In *Pickup v. Brown*, the Ninth Circuit reviewed California's anti-SOCE law under the rational basis standard. *See* 740 F.3d 1208, 1231 (9th Cir. 2014). And in *King v. Governor of New Jersey*, the Third Circuit reviewed New Jersey's similar law under intermediate scrutiny. *See* 767 F.3d 216, 234–37 (3d Cir. 2014). *NIFLA* disapproved of both courts' willingness to "except professional speech from the rule that content-based regulations of speech are subject to strict scrutiny." 138 S. Ct. at 2371. "Speech is not unprotected merely because it is uttered by 'professionals.' " *Id.* at 2371–72.

We take that statement to heart. The idea that the ordinances target "professional speech" does not loosen the First Amendment's restraints. Although *NIFLA* did "not foreclose the possibility" that some reason might exist for finding that professional speech is a "unique category that is exempt from ordinary First Amendment principles," the defendants have not provided one. 138 S. Ct. at 2375. And because *NIFLA* directly criticized *Pickup* and *King*—cases with very close facts to this one—we do not think there is much question that, even if some type of professional speech might conceivably fall outside the First Amendment, the speech at issue here does not. But to whatever extent *NIFLA* failed to bind us with a direct holding on that point, we now make that holding ourselves. These ordinances ***868** are content-based regulations of speech and must satisfy strict scrutiny.

C.

[33] **[34]** Under strict scrutiny, content-based restrictions "are presumptively unconstitutional." *Reed*, 576 U.S. at 163, 135 S.Ct. 2218. And they can be justified "only if the government proves that they are narrowly tailored to serve

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compelling state interests."[6] *Id.* It is indisputable "that a State's interest in safeguarding the physical and psychological well-being of a minor is compelling." *New York v. Ferber*, 458 U.S. 747, 756–57, 102 S.Ct. 3348, 73 L.Ed.2d 1113 (1982) (internal quotation marks omitted). We have no doubt that the local governments here have a strong interest in protecting children. Their legitimate authority to protect children, however, "does not include a free-floating power to restrict the ideas to which children may be exposed." *Brown v. Ent. Merchs. Ass'n*, 564 U.S. 786, 794–95, 131 S.Ct. 2729, 180 L.Ed.2d 708 (2011). So while protecting children is a crucial government interest, speech "cannot be suppressed solely to protect the young from ideas or images that a legislative body thinks unsuitable for them." *Erznoznik v. City of Jacksonville*, 422 U.S. 205, 213–14, 95 S.Ct. 2268, 45 L.Ed.2d 125 (1975).

[35] Additionally, it is not enough for the defendants to identify a compelling interest. To survive strict scrutiny, they must prove that the ordinances "further[ ]" that compelling interest and are "narrowly tailored to that end." *Reed*, 576 U.S. at 171, 135 S.Ct. 2218. According to the Supreme Court, it is "rare that a regulation restricting speech because of its content will ever be permissible." *Brown*, 564 U.S. at 799, 131 S.Ct. 2729 (internal citation omitted). The government carries the burden of proof and, "because it bears the risk of uncertainty, ambiguous proof will not" satisfy the "demanding standard" it must meet. *Id.* at 799–800, 131 S.Ct. 2729 (internal citation omitted). And as this Court has explained, our review under strict scrutiny is "properly skeptical of the government's ability to calibrate the propriety and utility of speech on certain topics." *Wollschlaeger*, 848 F.3d at 1308.

[36] Defendants say that the ordinances "safeguard[ ] the physical and psychological well-being of minors." Together with their amici, they present a series of reports and studies setting out harms. But when examined closely, these documents offer assertions rather than evidence, at least regarding the effects of purely speech-based SOCE. Indeed, a report from the American Psychological Association, relied on by the defendants, concedes that "nonaversive and recent approaches to SOCE have not been rigorously evaluated."[7] In fact, it found a "complete lack" of "rigorous recent prospective research" on SOCE. As for speech-based SOCE, the report notes that recent research indicates that those who have participated have ***869** mixed views: "there are individuals who perceive they have been harmed and others who perceive they have benefited from nonaversive SOCE." What's more, because of this "complete lack" of rigorous recent research, the report concludes that it has "no clear indication of the prevalence of harmful outcomes among people who have undergone" SOCE.[8] We fail to see how, even completely crediting the report, such equivocal conclusions can satisfy strict scrutiny and overcome the strong presumption against content-based limitations on speech.[9]

Still, they say, our confidence should not be shaken: the "relative lack of empirical studies on SOCE is not evidence of lack of harm .... If anything, the lack of studies on SOCE may be indicative of the risk of harm." The district court agreed: "Requiring Defendants to produce specific evidence that engaging in SOCE through talk therapy is as harmful as aversive techniques would likely be futile when so many professional organizations have declared their opposition to SOCE." In other words, evidence is not necessary when the relevant professional organizations are united.

[37] But that is, really, just another way of arguing that majority preference can justify a speech restriction. The "point of the First Amendment," however, "is that majority preferences must be expressed in some fashion other than silencing speech on the basis of its content." *R.A.V.*, 505 U.S. at 392, 112 S.Ct. 2538. Strict scrutiny cannot be satisfied by professional societies' opposition to speech. Although we have no reason to doubt that these groups are composed of educated men and women acting in good faith, their institutional positions cannot define the boundaries of constitutional rights. They may hit the right mark—but they may also miss it.

Sometimes by a wide margin, too. It is not uncommon for professional organizations to do an about-face in response to new evidence or new attitudes, but one example stands out as we consider this case. In the first three printings of the *Diagnostic and Statistical Manual of Mental Disorders*, the American Psychiatric Association considered homosexuality a paraphilia, disorder, or disturbance.[10] Only in 1987 was homosexuality completely delisted from the Manual.[11] The Association's abandoned position is, to put it mildly, broadly disfavored today. But the change itself shows why we cannot rely on professional organizations' judgments—it would have been horribly wrong to allow the old professional consensus against homosexuality ***870** to justify a ban on counseling that affirmed it. Neutral principles work both ways, so we cannot allow a new consensus to justify restrictions on

speech. Professional opinions and cultural attitudes may have changed, but the First Amendment has not. [12]

We pause to note that this can be a difficult conclusion. But it does not mean that society is powerless to remedy harmful speech. While the First Amendment rejects the governments' approach here, it does not stand in the way of "[l]ongstanding torts for professional malpractice" or other state-law penalties for bad acts that produce actual harm. *NIFLA*, 138 S. Ct. at 2373 (citing *NAACP v. Button*, 371 U.S. 415, 438, 83 S.Ct. 328, 9 L.Ed.2d 405 (1963)). People who actually hurt children can be held accountable, but "[b]road prophylactic rules in the area of free expression are suspect." *Button*, 371 U.S. at 438, 83 S.Ct. 328. In other words, "[e]ven where the protection of children is the object, the constitutional limits on governmental action apply." *Brown*, 564 U.S. at 804–05, 131 S.Ct. 2729.

[38] One final point. We do understand the temptation to say that some speech goes too far and is too risky to permit. But the First Amendment requires that content-based speech restrictions satisfy strict scrutiny. *Id.* at 799, 131 S.Ct. 2729. And unless restrictions meet that "demanding standard," whether the speech they target should be tolerated is simply not a question that we are allowed to consider, or a choice that we are allowed to make. *Id.* "The First Amendment itself reflects a judgment by the American people that the benefits of its restrictions on the Government outweigh the costs. Our Constitution forecloses any attempt to revise that judgment simply on the basis that some speech is not worth it." *Stevens*, 559 U.S. at 470, 130 S.Ct. 1577.

IV.

[39] So the therapists meet the first requirement for a preliminary injunction. They also meet the remaining requirements as a necessary legal consequence of our holding on the merits. The second requirement is "irreparable injury." Because the ordinances are an unconstitutional "direct penalization" of protected speech, continued enforcement, "for even minimal periods of time," constitutes a per se irreparable injury. *Cate v. Oldham*, 707 F.2d 1176, 1188 (11th Cir. 1983) (quotation omitted); *see also FF Cosms. FL, Inc. v. City of Miami Beach*, 866 F.3d 1290, 1298 (11th Cir. 2017) ("[A]n ongoing violation of the First Amendment constitutes an irreparable injury.").

The nonmovant is the government, so the third and fourth requirements—"damage to the opposing party" and "public interest"—can be consolidated. It is clear that neither the government nor the public has any legitimate interest in enforcing an unconstitutional ordinance. *See, e.g.*, *KH Outdoor, LLC v. City of Trussville*, 458 F.3d 1261, 1272 (11th Cir. 2006).

V.

[40] **[41]** Aside from their First Amendment claims, plaintiffs argue that the ordinances ***871** are ultra vires because they regulate an area—the licensure of mental health professionals—preempted by the State of Florida's licensure scheme. It's true that federal courts should "avoid reaching constitutional questions if there are other grounds upon which a case can be decided." *BellSouth Telecomms., Inc. v. Town of Palm Beach*, 252 F.3d 1169, 1176 (11th Cir. 2001). That doctrine, however, is not implicated here. It only comes into play when "a *dispositive* nonconstitutional ground is available." *Hagans v. Lavine*, 415 U.S. 528, 547, 94 S.Ct. 1372, 39 L.Ed.2d 577 (1974) (emphasis added).

[42] The main reason the doctrine is not implicated, then, is that the state preemption claim is not dispositive here. In considering that claim, the district court ruled that the plaintiffs failed to show irreparable harm, but it did not address the other preliminary injunction factors. Were we to reverse, we would need to remand to the district court to evaluate the remaining factors on remand—we are "a court of review, not a court of first view." [13] *Compulife Software Inc. v. Newman*, 959 F.3d 1288, 1307 (11th Cir. 2020). Thus, the state law issue presented on appeal—whether the plaintiffs are suffering irreparable injury from local legislation in an area impliedly preempted by state law—is not dispositive. The district court would still need to consider the three remaining factors because, unlike the First Amendment, state preemption doctrine does not necessarily resolve the other three factors.

What's more, even if the district court ultimately issued a preliminary injunction on state-preemption grounds, the plaintiffs would suffer the delay of further proceedings in the meantime. Relief is definitionally incomplete if it forces the plaintiffs to continue holding their First Amendment rights in abeyance. *See Cate*, 707 F.2d at 1188; *FF Cosms.*, 866 F.3d at 1298; *cf. Zwickler v. Koota*, 389 U.S. 241, 252, 88 S.Ct. 391, 19 L.Ed.2d 444 (1967) (forcing plaintiffs to "suffer

the delay of state court proceedings might itself effect the impermissible chilling of the very constitutional right" they seek to protect).

* * *

This decision allows speech that many find concerning—even dangerous. But consider the alternative. If the speech restrictions in these ordinances can stand, then so can their inverse. Local communities could prevent therapists from validating a client's same-sex attractions if the city council deemed that message harmful. And the same goes for gender transition—counseling supporting a client's gender identification could be banned. It comes down to this: if the plaintiffs' perspective is not allowed here, then the defendants' perspective can be banned elsewhere. People have intense moral, religious, and spiritual views about these matters—on all sides. And that is exactly why the First Amendment does not allow communities to determine how their neighbors may be counseled about matters of sexual orientation or gender.

***872** "If there is a bedrock principle underlying the First Amendment, it is that the government may not prohibit the expression of an idea simply because society finds the idea itself offensive or disagreeable." *Texas v. Johnson*, 491 U.S. 397, 414, 109 S.Ct. 2533, 105 L.Ed.2d 342 (1989). The challenged ordinances violate that principle, and the district court should have enjoined their enforcement. We therefore **REVERSE** the district court's order and **REMAND** for entry of a preliminary injunction consistent with this opinion.

MARTIN, Circuit Judge, dissenting:

Today's majority opinion puts a stop to municipal efforts to regulate "sexual orientation change efforts" (commonly known as "conversion therapy"), which is known to be a harmful therapeutic practice. The majority invalidates laws enacted to curb these therapeutic practices, despite strong evidence of the harm they cause, as well as the laws' narrow focus on licensed therapists practicing on patients who are minors. Although I am mindful of the free-speech concerns the majority expresses, I respectfully dissent from the decision to enjoin these laws.

I.

As the majority recounts, this case presents a First Amendment challenge brought by Plaintiffs Robert Otto and Julie Hamilton (the "Therapists") against two ordinances (the "Ordinances") passed into law by the City of Boca Raton and the County of Palm Beach, Florida (the "Localities"). The Therapists are licensed mental-health practitioners who practice within the Localities. The Ordinances prohibit licensed therapists and counselors—but not unlicensed counselors, such as religious leaders—from practicing sexual orientation change efforts ("SOCE") on patients younger than age 18. The City defines SOCE as follows:

> [A]ny counseling, practice or treatment performed with the goal of changing an individual's sexual orientation or gender identity, including, but not limited to, efforts to change behaviors, gender identity, or gender expression, or to eliminate or reduce sexual or romantic attractions or feelings toward individuals of the same gender or sex.

Boca Raton, Fla., Code of Ordinances § 9-105(a). The County's definition is similar. See Palm Beach County, Fla., Code of Ordinances § 18-124.

The Ordinances apply to aversive techniques—"treatment involving reprimand, punishment, or shame to turn a person away from certain thoughts or behaviors"—as well as nonaversive talk therapy. Otto v. City of Boca Raton, 353 F. Supp. 3d 1237, 1243, 1251 & n.8 (S.D. Fla. 2019). The Ordinances do not prohibit licensed therapists from recommending SOCE to a minor patient, discussing SOCE with a minor patient, giving a public statement in support of SOCE, or practicing SOCE on patients 18 years of age or older. See id. at 1243–45, 1264. And, of course, the Ordinances do not prevent the practice of SOCE outside the County or the City (which is located within the County).

The Therapists' complaint alleges violations of their First Amendment right to free speech, their First Amendment right to free exercise of religion, their right to free speech under the Florida Constitution, their right to free exercise of religion under the Florida Constitution, their rights under the Florida Patient's Bill of Rights and Responsibilities, their rights under Florida's Religious Freedom Restoration Act, and

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their patients' First Amendment right to receive information. The Therapists also allege that the Florida legislature has preempted any city or ***873** county disciplinary actions for mental health professionals. The Therapists separately moved for a preliminary injunction based on the alleged infringements of their own First Amendment rights. They also claim the Ordinances exceed the Localities' powers under Florida law.

The District Court held a daylong hearing on the Therapists' motion for a preliminary injunction. After the hearing, the District Court ordered the parties to submit proposed findings of fact and conclusions of law, and they did. Three months later, the District Court issued a 60-page order denying the motion on all grounds. The District Court made findings of fact. Among other things, the District Court found SOCE to be harmful, particularly to children, and noted the Localities' efforts to remedy these harms through the Ordinances. See Otto, 353 F. Supp. 3d at 1258–63.

As with all appeals from the denial of a preliminary injunction, our Court reviews the District Court's conclusions of law de novo while reviewing findings of fact for clear error. Democratic Exec. Comm. of Fla. v. Lee, 915 F.3d 1312, 1317 (11th Cir. 2019).

II.

The majority says the Therapists are likely to succeed on their free-speech challenge to the Ordinances. Analyzing this question requires addressing two subsidiary issues: first, the proper level of scrutiny; and second, whether the Ordinances further a compelling government interest in a narrow enough way to satisfy the level of scrutiny. I would hold the Ordinances satisfy strict scrutiny and that, as a result, the Therapists are not entitled to an injunction on this claim. See ACLU of Fla., Inc. v. Miami-Dade Cnty. Sch. Bd., 557 F.3d 1177, 1198 (11th Cir. 2009) (stating that a movant's "[f]ailure to show" any of the preliminary-injunction requirements "is fatal").

A.

When ascertaining the proper level of constitutional scrutiny for the Ordinances, the key question is whether they regulate conduct or speech. See Sorrell v. IMS Health, Inc., 564 U.S. 552, 567, 131 S. Ct. 2653, 2664–65, 180 L.Ed.2d 544 (2011). This case does not require us to resolve this difficult question. [1] This is because, for the reasons set out below, the Ordinances survive strict scrutiny. Insofar as the Ordinances survive strict scrutiny, they necessarily survive lower levels of scrutiny too. Thus, my analysis proceeds under the assumption that the Ordinances are content-based speech restrictions.

Before moving on, I must address the majority's holding that the Ordinances discriminate based on the speaker's viewpoint. Maj. Op. at 864. While "mere content-based ***874** discrimination" occurs when "a law applies to particular speech because of the topic discussed or the idea or message expressed," viewpoint discrimination "goes beyond" that. Cambridge Christian Sch., Inc. v. Fla. High Sch. Athletic Ass'n, Inc., 942 F.3d 1215, 1240–41 (11th Cir. 2019) (quotation marks omitted). Viewpoint discrimination occurs when the government "punish[es] or suppress[es] speech based on disapproval of the ideas or perspectives the speech conveys." Matal v. Tam, 582 U.S. ——, 137 S. Ct. 1744, 1765, 198 L.Ed.2d 366 (2017) (Kennedy, J., concurring in part and concurring in the judgment); accord Cambridge Christian, 942 F.3d at 1241 ("[A] viewpoint-based law ... regulates speech based upon agreement or disagreement with the particular position the speaker wishes to express." (quotation marks omitted)). While these concepts are related, viewpoint discrimination is a particularly "egregious form of content discrimination." Rosenberger v. Rector & Visitors of Univ. of Va., 515 U.S. 819, 829, 115 S. Ct. 2510, 2516, 132 L.Ed.2d 700 (1995). The majority suggests, but does not hold, that laws that discriminate based on viewpoint are unconstitutional per se. Maj. Op. at 864-65.

The majority says that viewpoint discrimination is evidenced by the fact that the Ordinances expressly allow counseling to give "assistance to a person undergoing gender transition." Id. at 864. However, this exception simply permits a minor patient who does not identify with their sex assigned at birth to seek out counseling or assistance as they carry out a gender transition. In the same way, the Ordinances also permit a minor patient who already made a gender transition to seek support and assistance transitioning back. Either way, the only practice the Ordinances prohibit is therapy performed with the aim of convincing minor patients to change their sexuality or gender identity. Thus, even if the majority were correct that "sexual orientation is immutable but gender is not" is a viewpoint implicated by the Ordinances, id. at 864, I see no discrimination either way. The Ordinances simply do not prefer one type of speech over another.

Because the Localities do not "seek[ ] to impose [their] own message in the place of [the Therapists'] individual speech, thought, and expression," NIFLA, 138 S. Ct. at 2379 (Kennedy, J., concurring), the Ordinances do not discriminate based on viewpoint.

B.

A content-based restriction on speech is valid if it is the least-restrictive means of furthering a compelling government interest. Solantic, LLC v. City of Neptune Beach, 410 F.3d 1250, 1258 (11th Cir. 2005). Although "it is the rare case in which a State demonstrates that a speech restriction is narrowly tailored to serve a compelling interest," these "cases do arise." Williams-Yulee v. Fla. Bar, 575 U.S. 433, 444, 135 S. Ct. 1656, 1665–66, 191 L.Ed.2d 570 (2015) (quotation marks omitted). I believe this is such a case.

1.

The Localities clearly have an interest in protecting minors from harmful professional practices. See New York v. Ferber, 458 U.S. 747, 756–57, 102 S. Ct. 3348, 3354, 73 L.Ed.2d 1113 (1982) ("It is evident beyond the need for elaboration that a State's interest in safeguarding the physical and psychological well-being of a minor is compelling." (quotation marks omitted)). They also have "a compelling interest in the practice of professions within their boundaries, and ... they have broad power to establish standards for licensing practitioners and regulating the practice of professions." ***875** Locke v. Shore, 634 F.3d 1185, 1196 (11th Cir. 2011) (alteration in original) (quoting Goldfarb v. Va. State Bar, 421 U.S. 773, 792, 95 S. Ct. 2004, 2016, 44 L.Ed.2d 572 (1975)). This is particularly true when the regulated profession is medicine. See Wollschlaeger v. Governor, Fla., 848 F.3d 1293, 1316 (11th Cir. 2017) (en banc). Finally, the interest in professional regulation is stronger when the affected clients are minors. See King v. Governor of N.J., 767 F.3d 216, 237–38 (3d Cir. 2014), abrogated on other grounds by NIFLA, 138 S. Ct. 2361.

i.

The majority says the interest furthered by the Ordinances is not compelling for two reasons. First, the majority frames the Ordinances as "restrict[ing] the ideas to which children may be exposed." Maj. Op. at 868 (quoting Brown v. Ent. Merchs. Ass'n, 564 U.S. 786, 794, 131 S. Ct. 2729, 2736, 180 L.Ed.2d 708 (2011)); accord id. at 868-69. This is inexact. The Ordinances do not protect minors from any information or ideas. The Therapists may discuss with their minor patients the perceived benefits of SOCE. Beyond that, the Therapists may recommend that their minor patients receive SOCE treatment from a provider elsewhere in Florida. For these reasons I am not persuaded by the majority's comparison to Brown. In Brown, the Court struck down a restriction on violent video games that targeted minors. The Court held the State had impermissibly "bar[red] public dissemination of" and "restrict[ed] children's access to" protected materials. 564 U.S. at 794–95, 131 S. Ct. at 2735–36 (quotation marks omitted). Here, the Localities have prevented no information from being distributed from therapists to their minor patients. The only thing the Therapists may not do is perform a particular medical practice on their minor patients. In my view, the Localities have validly identified a compelling government interest in protecting minors from a harmful medical practice.

ii.

The majority opinion says, "[p]eople who actually hurt children can be held accountable," Maj. Op. at 870, but insists the Ordinances do not further this interest. As the majority views it, there is "insufficient evidence" that makes it impossible to conclude that SOCE is so harmful as to merit regulation. Id. at 870 n.12; see also id. at 868-69. I disagree.

In 2007, the American Psychological Association ("APA") commissioned a report (the "Task Force Report") "to address several concerns that had been raised in the professional literature and by advocacy organizations about the use of SOCE on children and adolescents." Br. of the APA, et al. as Amici Curiae ("APA Br.") at 7. The Task Force Report, which came out in 2009, concluded in relevant part that "there was some evidence to indicate that individuals experienced harm from SOCE," including nonaversive methods. Am. Psych. Ass'n Task Force on Appropriate Therapeutic Responses to Sexual Orientation, Report of the American Psychological Association Task Force on Appropriate Therapeutic Responses to Sexual Orientation 43 (2009), https://www.apa.org/pi/lgbt/resources/therapeutic-response.pdf [hereinafter Report].[2] The Task Force elaborated: "attempts to change sexual orientation

may cause or exacerbate distress and poor mental health in some individuals, including depression and suicidal thoughts." Id. at 42. The Task Force Report catalogued recent studies reporting that patients who undergo ***876** SOCE experience negative consequences including "anger, anxiety, confusion, depression, grief, guilt, hopelessness, deteriorated relationships with family, loss of social support, loss of faith, poor self-image, social isolation, intimacy difficulties, intrusive imagery, suicidal ideation, self-hatred, and sexual dysfunction." Id. The Task Force Report acknowledged some recent studies contain accounts of positive initial benefits of SOCE, but that "[m]any participants" in these studies "described experiencing first the positive effects and then experiencing or acknowledging the negative effects later." Id. In another chapter focused on children, the Task Force Report recommended that licensed mental-health practitioners "support adolescents' exploration of identity" and "provide multiculturally competent and client-centered therapies ... rather than SOCE." Id. at 76, 80; see also APA Br. at 20–21 (discussing minors' particular vulnerability to SOCE).

Despite these findings about the harm caused by SOCE, the majority opinion relies instead on a single statement in the Task Force Report that "rigorous recent prospective research" on SOCE has not been done. Maj. Op. at 868-69 (quoting Report at 42).[3] But what studies have been done "show that enduring change to an individual's sexual orientation is uncommon," and that there is, in fact, already "evidence to indicate that individuals experience harm from SOCE." Report at 42–43. I invite everyone to read the Report for themselves. But the Task Force Report is not the only evidence of harm the District Court considered. As the District Court also found: the American Academy of Pediatrics has "contraindicated" SOCE, "since it can provoke guilt and anxiety while having little or no potential for achieving changes in orientation"; the APA, in 1998, noted the "great" risks associated with SOCE, including "depression, anxiety, and self-destructive behavior, since therapist alignment with societal prejudices against homosexuality may reinforce self-hatred already experienced by the patient"; an office of the World Health Organization ("WHO") has called SOCE an "unjustifiable practice[ ]" that "represent[s] a severe threat to the health and human rights of the affected persons"; the U.S. Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, found that SOCE "may put young people at risk of serious harm"; and so on. Otto, 353 F. Supp. 3d at 1258–60 (quotation marks and citations omitted). These findings are further support for the Localities' conclusion that SOCE is harmful to minors.

Even in the face of this record, the majority opinion fixes its analysis on the Task Force Report's statement that "rigorous recent prospective research" on SOCE has not been done. Maj. Op. at 868-69 (quoting Report at 42). The majority's preoccupation with having additional research done ignores the harm such studies would have on children. Evaluating the impact of SOCE under controlled conditions would require exposing minors to SOCE. Cf. Report at 90–91. And as the Task Force Report recounted, "[s]afety issues" ***877** abound when it comes to studying SOCE. Id. at 91. This is true for both aversive and nonaversive techniques. See id. at 90 ("[R]esearch on SOCE ... has not answered basic questions of whether it is safe or effective and for whom."). Moreover, the APA has cautioned that "[t]o conduct a random controlled trial of a treatment that has not been determined to be safe is not ethically permissible and to do such research with vulnerable minors who cannot themselves provide legal consent would be out of the question for institutional review boards to approve." APA Br. at 9 (emphasis added)). To be clear, the very research the majority opinion seems to demand is "not ethically permissible" to conduct. Thus one implication of the majority holding is that because SOCE is too dangerous to study, children can continue to be subjected to it. The majority opinion has the result of inviting unethical research that is nowhere to be found in First Amendment jurisprudence.[4]

Certainly worth considering, too, is the recognition that homosexuality is not a mental illness, Report at 23–24, as well as the particular vulnerability of minors as a test-study population, id. at 77, 97 S.Ct. 2205. All of this evidence leads to the inescapable conclusion that performing efficacy studies for SOCE on minors would be not only dangerous (by exposing children to a harmful practice known to increase the likelihood of suicide) but pointless (by studying a treatment for something that is not a mental-health issue). As the District Court recognized, legislative bodies should "not need to wait for further evidence of the negative and, in some cases, fatal consequences of SOCE before acting to protect their community's minors." Otto, 353 F. Supp. 3d at 1262 (emphasis added). SOCE is a practice that has already been deemed by institutions of science, research, and practice—the American Academy of Pediatrics, the American Psychiatric Association, the American Psychological Association Council of Representatives, the American Psychoanalytic Association, the American Academy of Child and Adolescent

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Psychiatry, the American School Counselor Association, the APA, the U.S. Department of Health and Human Services, and the WHO among them, see Otto, 353 F. Supp. 3d at 1258–60 (citations omitted)—to pose real risks of harm on children. It was reasonable for the Localities to enact the Ordinances based on the existing evidentiary record as to harm.

At the same time, it seems as though no study (or studies) would satisfy the majority. The majority says that, "The First Amendment itself reflects a judgment by the American people that the benefits of its restrictions on the Government outweigh the costs. Our Constitution forecloses any attempt to revise that judgment simply on the basis that some speech is not worth it." Maj. Op. at 870 (quoting United States v. Stevens, 559 U.S. 460, 470, 130 S. Ct. 1577, 1585, 176 L.Ed.2d 435 (2010) (quotation marks omitted)). I disagree with the implication the majority seeks to draw from Stevens. In Stevens, the federal government attempted to justify a statute criminalizing "the commercial creation, sale, or possession of certain depictions of ***878** animal cruelty." Id. at 464, 130 S. Ct. at 1582. The Court indeed said that the freedom of speech does not depend on the "balancing of the value of the speech against its societal costs," but this statement came in the context of discussing whether to exempt depictions of animal cruelty from any First Amendment protection whatever. See Stevens, 559 U.S. at 470, 130 S. Ct. at 1585. Here, in contrast, the First Amendment applies, and we are conducting strict scrutiny review. The strict scrutiny test—of whether a content-based restriction on speech is the least-restrictive means of furthering a compelling government interest—necessarily involves evaluating real world facts to assess the weight of the interest and the extent of the restriction. The evaluation of medical evidence here is undoubtedly appropriate.

Indeed, the majority entirely discounts "professional organizations' judgments" in this case. Maj. Op. at 869-70. When it comes to regulation of allegedly harmful medical practices, [5] the judgment of professional organizations strikes me as quite relevant. But, importantly, the Localities did not just rely on statements of organizational disapproval of SOCE. Instead, as I discussed, this disapproval is backed up by a mountain of rigorous evidence. [6]

The job of the courts is to evaluate the state's justification for a speech restriction. See, e.g., Williams-Yulee, 575 U.S. at 445–48, 135 S. Ct. at 1666–68 (analyzing in depth the state's compelling interest in judicial integrity); Consol. Edison Co. of N.Y., Inc. v. Pub. Serv. Comm'n of N.Y., 447 U.S. 530, 543, 100 S. Ct. 2326, 2336, 65 L.Ed.2d 319 (1980) ("Mere speculation of harm does not constitute a compelling state interest."); Wollschlaeger, 848 F.3d at 1316 (holding purported restriction on ***879** medical practice does not pass strict scrutiny because there was no "evidence" that regulated behavior was "medically inappropriate, ethically problematic, or practically ineffective"). Even as the majority opinion calls for more "research" and "evidence," it entirely discounts "professional organizations' judgments" in this case and deems the substantial literature on SOCE "equivocal," "ambiguous," and "uncertain" on the harms SOCE inflicts. Maj. Op. at 869 & n.9, 870 n.12. This is nothing short of a moving target approach to the First Amendment. The scientific and medical communities have done their jobs, the state has done its job, and now it is for us to do our job in the simple application of the law.

2.

In order to survive strict scrutiny, a content-based speech restriction must also be the "least restrictive means of achieving a compelling state interest." McCullen v. Coakley, 573 U.S. 464, 478, 134 S. Ct. 2518, 2530, 189 L.Ed.2d 502 (2014). A less restrictive alternative must be "at least as effective in achieving the legitimate purpose that the statute was enacted to serve." Reno v. ACLU, 521 U.S. 844, 874, 117 S. Ct. 2329, 2346, 138 L.Ed.2d 874 (1997). A law fails to survive if it is either underinclusive (that is, if it does not regulate enough conduct) or overinclusive (if it regulates too much conduct). "[U]nderinclusiveness can raise doubts about whether the government is in fact pursuing the interest it invokes, rather than disfavoring a particular speaker or viewpoint." Williams-Yulee, 575 U.S. at 448, 135 S. Ct. at 1668 (quotation marks omitted). By that same token, a law that "restricts too much" speech may also not be the "least restrictive means" for the State to advance its compelling interest. Id. at 452, 135 S. Ct. at 1670. Either way, the First Amendment requires that a law "be narrowly tailored, not that it be perfectly tailored." Id. at 454, 135 S. Ct. at 1671 (quotation marks omitted).

The Therapists say the Ordinances are "wildly underinclusive" because they "expressly exclude 'conversion therapy' offered by unlicensed religious counselors and clergy." Yet I agree with the Localities that a law regulating religious administration of SOCE might run into Establishment Clause issues. Given this, the Localities' choice to exclude religious counselors and clergy was

reasonable. The City also points out that the Ordinances leave "licensed providers free to talk to their minor patients about SOCE and even recommend SOCE." Much like a version of the Ordinances that applied to religious practitioners, a law banning all discussion relating to SOCE would plainly be unconstitutional. Both of these points suggest that the Ordinances are the least restrictive means of carrying out the Defendants' interest in regulating SOCE. See Williams-Yulee at 452, 135 S. Ct. at 1670 (refusing to punish the State "for leaving open more, rather than fewer, avenues of expression").

The Therapists also argue the Ordinances are overinclusive because the Localities could have banned "only aversive or coercive therapies," or simply enacted an informed consent requirement. If a government does not show "it considered different methods that other jurisdictions have found effective," McCullen, 573 U.S. at 494, 134 S. Ct. at 2539, or if the government "failed to consider numerous and obvious less-burdensome alternatives," FF Cosmetics FL, Inc. v. City of Miami Beach, 866 F.3d 1290, 1301 (11th Cir. 2017), the law may not survive heightened scrutiny. Here, the Ordinances satisfy these requirements because the Therapists have not shown their proposed alternatives ***880** would be effective. First, as discussed above, the harmfulness of nonaversive SOCE is established by the record. The Localities therefore did not have to limit themselves to regulating aversive SOCE. Cf. Wollschlaeger, 848 F.3d at 1316 (a law does not pass strict scrutiny if the harm cited as the cause of the law's enactment is narrower than the reach of the law).

An informed consent requirement also would not be viable. As the Third Circuit explained:

> Minors constitute an especially vulnerable population and may feel pressured to receive SOCE counseling by their families and their communities despite their fear of being harmed. Thus, even if SOCE counseling were helpful in a small minority of cases ... an informed consent requirement could not adequately ensure that only those minors that could benefit would agree to move forward.

King, 767 F.3d at 240 (citations and quotation marks omitted). Evidence to this effect is also in the record of this case. See Otto, 353 F. Supp. 3d at 1266. The Therapists' informed consent alternative is thus no alternative at all.

* * *

The majority is correct to say this case implicates sensitive considerations about when and how government bodies may regulate speech. Instances in which a speech restriction is narrowly tailored to serve a compelling interest are deservedly rare. But they do exist. See Williams-Yulee, 575 U.S. at 444, 135 S. Ct. at 1665–66. I believe the Localities' narrow regulation of a harmful medical practice affecting vulnerable minors falls within the narrow band of permissibility. I would therefore affirm the District Court's denial of a preliminary injunction on the Therapists' free speech claim.

III.

The Therapists also say they are entitled to a preliminary injunction on the grounds that the Ordinances are (1) a prior restraint on speech, (2) void for vagueness, and (3) preempted by and in conflict with Florida law. For the reasons expressed by the District Court, I agree the Therapists are not entitled to an injunction on any of these grounds. See Otto, 353 F. Supp. 3d at 1270–73.

IV.

I would affirm the District Court's denial of the Therapists' motion for a preliminary injunction. I respectfully dissent from the majority's decision holding the Ordinances unconstitutional.

All Citations

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Footnotes

1 We are mindful that the terminology itself is contested. Plaintiffs reject the often-used label "conversion therapy," which they associate with "shock treatments, involuntary camps, and other chimerical or long-abandoned practices." We will proceed with the broad (if imperfect) term "sexual orientation change efforts." This term is used in both ordinances, and all parties seem to accept it.

2 The City penalizes violations with a fine not exceeding $500, whereas the County penalizes a first violation with a $250 fine and subsequent violations with a $500 fine.

3 The dissent also repeatedly characterizes speech-based SOCE as a "medical practice," but again, it is not medical at all—it is a client-directed conversation consisting entirely of speech. Dissenting Op. at 875, 878 & n.5, 880. Still, this Court's en banc decision in *Wollschlaeger*, which invalidated restrictions on physician speech during medical examinations, shows that this distinction would not make a difference in any event. 848 F.3d at 1319.

4 The dissent cites *Locke* for the proposition that governments have a "compelling interest in the practice of professions within their boundaries" and "have broad power to establish standards for licensing practitioners and regulating the practice of professions." Dissenting Op. at 874 (quoting *Locke*, 634 F.3d at 1196). But this Court, sitting en banc, recognized that *Locke* "is not of much help" in cases that "implicate constitutionally protected activity under the First Amendment" because the law there was "not one which limited or restricted what licensed interior designers could say on a given topic in practicing their profession." *Wollschlaeger*, 848 F.3d at 1309 (quoting *Locke*, 634 F.3d at 1191). And, in any event, as the dissent itself accepts, the ordinances here are content-based speech restrictions subject to the First Amendment.

5 An extraordinary variety of licensing schemes have been found to pass constitutional muster, so a rule that professional licensure implies a power to regulate the speech of license holders would grant the government awesome power. *See, e.g.*, *Locke*, 634 F.3d at 1195–97 (upholding Florida's licensing requirement for interior designers); *Kagan v. City of New Orleans*, 753 F.3d 560 (5th Cir. 2014) (upholding municipal licensing requirement for tour guides); *Powers v. Harris*, 379 F.3d 1208, 1225 (10th Cir. 2004) (upholding Oklahoma's licensing requirement for funeral directors).

6 Cases where this standard is met are few and far between. *See, e.g.*, *Holder v. Humanitarian Law Project*, 561 U.S. 1, 26, 130 S.Ct. 2705, 177 L.Ed.2d 355 (2010) (Congress could prohibit certain speech "to, under the direction of, or in coordination with" a foreign terrorist organization); *Morse v. Frederick*, 551 U.S. 393, 397, 127 S.Ct. 2618, 168 L.Ed.2d 290 (2007) (public high school could confiscate banner promoting marijuana use); *Burson v. Freeman*, 504 U.S. 191, 211, 112 S.Ct. 1846, 119 L.Ed.2d 5 (1992) (plurality opinion) (state could require solicitors stand at least 100 feet from entrance to polling places).

7 The dissent's claim that a "mountain of rigorous evidence" supports the ordinances is in serious tension with this acknowledgment of the *lack* of rigorous research on nonaversive SOCE. Dissenting Op. at 878.

8 We focus our attention on the APA's 2009 task force report because it "performed a systematic review of the peer-reviewed literature" to assess SOCE. Many of the other reports cited by the dissent—including those from the World Health Organization and the U.S. Department of Health and Human Services—primarily rely on the APA's task force report to draw their own conclusions about SOCE. So we choose instead to discuss the APA's report directly. Additionally, we discuss the APA's 2009 report, rather than its 1998 resolution, because the 2009 task force was specifically asked to "[r]eview and update" the 1998 resolution. Finally, we note that very little of the APA report considers evidence solely related to purely speech-based therapy.

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9 We reiterate that strict scrutiny is a "demanding standard," and because the government bears the risk of uncertainty, "ambiguous proof" will not suffice. *Brown*, 564 U.S. at 799–800, 131 S.Ct. 2729. Permitting uncertain evidence to satisfy strict scrutiny would blur the lines that separate it from lesser tiers of scrutiny —that is, intermediate scrutiny and rational basis review.

10 *See* American Psychiatric Association, DSM-I (1952); DSM-II (1968); DSM-II 6th printing change (1973); DSM-III (1980).

11 *See* American Psychiatric Association, DSM-III-R (1987).

12 None of this is meant to suggest that the ordinances could necessarily be saved with just one more appropriately scoped, double-blind, peer-reviewed study. Because the ordinances discriminate based on viewpoint, their problems may go beyond insufficient evidence. As we mentioned earlier, viewpoint-based restrictions may be unconstitutional per se. *See, e.g.*, *Taxpayers for Vincent*, 466 U.S. at 804–05, 104 S.Ct. 2118. But we need not decide that here because the ordinances are plainly unconstitutional under the ordinary test for content-based speech restrictions.

13 Even if we did consider the preemption issue, we find it unlikely that the record and briefing before us would support a preliminary injunction on that basis. Throughout this litigation, state preemption has been an ancillary issue for the parties; the plaintiffs' motion before the district court devoted approximately three paragraphs to the merits of the preemption argument, and their initial brief here, aside from one sentence recapping their argument to the district court, does not address it at all. This discussion of course has no bearing on whether the plaintiffs could prevail at summary judgment, *see, e.g.*, *Vazzo v. City of Tampa*, 415 F. Supp. 3d 1087, 1107 (M.D. Fla. 2019) (finding, on summary judgment, that Tampa's anti-SOCE ordinance was impliedly preempted by state law), or whether any other party could make the required showing for a preliminary injunction.

1 However, I reject the statement by the majority that whether the Ordinances regulate conduct or speech is an "easy" question. Maj. Op. at 861. As the Supreme Court recognized in National Institute of Family & Life Advocates v. Becerra ("NIFLA"), 585 U.S. ——, 138 S Ct. 2361, 201 L.Ed.2d 835 (2018), strict scrutiny is not the proper lens of analysis for "regulations of professional conduct that incidentally burden speech." Id. at 2371–73. An intermediate form of scrutiny is appropriate for reasonable regulations on the practice of medicine. See id. at 2375 ("[T]he licensed notice cannot survive even intermediate scrutiny."). It may be possible to distinguish between medical regulations and speech restrictions by asking whether the affected speech is "auxiliary to" or "inconsistent with" the practice of medicine, in which case the highest level of scrutiny is not required. EMW Women's Surgical Ctr., P.S.C. v. Beshear, 920 F.3d 421, 447 (6th Cir. 2019) (Donald, J., dissenting) (citing NIFLA, 138 S. Ct. at 2372). Nevertheless, this case does not require us to draw the contours of the line between conduct and speech here.

2 The Task Force Report is in the record at, inter alia, R. Doc. 1-6. I cite to the online version of the Report so that members of the public may access it more easily.

3 This statement comes in the context of the Task Force Report's discussion of safety and efficacy studies. See Report at 42–43. Given that context, I proceed in my discussion by pointing out the serious dangers of conducting safety and efficacy studies of a method known to increase suicidal ideation, and explain why existing studies supply precisely the evidence the majority claims is missing. See Maj. Op. at 868-69. Although the majority opinion says "very little of the APA report considers evidence solely related to purely speech-based therapy," Maj. Op. at 869 n.8, that observation appears to be a misapprehension of the nature of therapy, the Report, or both.

4 In saying that "even where the protection of children is the object, the constitutional limits on governmental action apply," the majority opinion relies on a case in which the Supreme Court determined that violent video games are protected under the First Amendment. Maj. Op. at 870 (quoting Brown v. Entm't Merchants Ass'n, 564 U.S. 786, 804–05, 131 S.Ct. 2729, 180 L.Ed.2d 708 (2011) (quotation marks omitted)). But the differences between this case, which concerns children's exposure to conversion therapy, and one that concerns video games, are evident.

5 The majority opinion says SOCE is "not medical at all," apparently misconstruing the legal standard for what counts as "speech" under the First Amendment for what the medical community can define as within its bounds. See Maj. Op. 866 n.3. I understand from the APA brief that psychological therapy is itself a medical practice that is subject to evidence-based, peer-reviewed studies. See APA Br. at 1–2. As such, SOCE is properly limited as dangerous and ineffective. See, e.g., id. at 7 ("[T]he APA recommends providing multiculturally competent and client-centered therapies to children, adolescents, and their families rather than SOCE." (quotation marks, brackets, and emphases omitted)); id. at 12 n.5 (discussing, in contrast to SOCE, "[a]ffirmative therapy," which "refers to therapy that is culturally relevant and responsive to LGBQ clients" (quotation marks omitted)); id. at 14–23 & nn. 9–14 (discussing studies of SOCE in peer-reviewed mental health journals with medical professional readership, e.g., J. Sex & Marital Therapy, Aims and Scope, (2017), https://www.tandfonline.com/action/journalInformation?show=aimsScope & journalCode=usmt20 (listing "psychiatrists, psychologists, ... physicians, nurses" as among its readership)).

6 This evidence, of course, includes the APA's 130-page report, which catalogued "peer-reviewed journal articles in English from 1960 to 2007." Report at 2. While recognizing that "[m]ost studies in this area were conducted before 1981, and only a few studies have been conducted in the last 10 years," the APA's review of the available studies led it to conclude that "it is unlikely that individuals will be able to reduce same-sex attractions or increase other-sex sexual attractions through SOCE," and that there was "evidence to indicate that individuals experienced harm from SOCE." Report at 2–3. The majority directs its attention to a single sentence in the Report in which the APA recognizes that "nonaversive and recent approaches to SOCE have not been rigorously evaluated," Report at 43 (emphases added); in so doing, the majority disregards the overall evidence against the efficacy of SOCE. See Maj. Op. at 868 & n.7, 869. The majority essentially demands that the scientific community prove that more recent and nonaversive practices of SOCE are harmful to minors before it would uphold the Ordinances under strict scrutiny. But I do not believe an abstract legal test requires such an infliction of real-world harm on children. The evidence before us is enough.

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City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

Proposed Ordinance No. 25-008- First Reading, An Ordinance of the City of Boynton Beach, Florida, Repealing Chapter 2, Article I, Section 2-19 of the City Code of Ordinances entitled "Drug Free Work Place;" Renaming Chapter 2, Article X to be entitled "Employee Handbook," Renaming and Amending Section 2-151 entitled "Personnel Policy Manual Adopted by Reference" to rename the section "Employee Handbook and Drug Free Workplace Adopted by Reference;" Providing for Conflicts, Severability, Codification, and an Effective Date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 25-008, on first reading.

Explanation of Request: City Administration, in conjunction with the City Attorney's Office, has conducted a comprehensive review of the City's employment policies, including the employee handbook, drug-free workplace ordinance, and other policies. After such review, it was determined that the currently codified drug-free workplace policy, which was last modified in 1993, no longer complies with current Florida law and Florida Administrative Code requirements. As part of this review, the City Manager is in the process of updating the employee handbook, which adopts state statute and the administrative code as the City's drug-free workplace policy. Additionally, in 2023, the City Commission adopted Ordinance No. 23-008, officially renaming the Personnel Policy Manual as the Employee Handbook, and updating same; however, this Ordinance was not subsequently codified.

This Ordinance repeals outdated code provisions, formally adopts the policies by reference, and rectifies the previous codification oversight.

The City Attorney's Office conducted a review of neighboring municipalities' Drug Free Workplace Policies and their method of adoption. Based on our research, these policies are overwhelmingly adopted by either a free-standing policy or incorporated into the employee handbook rather than being codified. The results of our review are below:

Palm Beach County: Policy in Personnel Policy Manual.
Delray Beach: Policy in Employee Handbook.
Royal Palm Beach: Policy in HR Manual.
Riviera Beach: HR Policy.
Town of Palm Beach: Policy in Employee Personnel Manual.
Solid Waste Authority of Palm Beach County : Policy in Employee Handbook.
West Palm Beach: HR Policy.

Greenacres: Policy in Employee Handbook.
Lake Worth Beach: Policy in Employee Personnel Policies Handbook.

How will this affect city programs or services? City Administration seeks to proactively ensure ongoing compliance with Florida law by transitioning workplace policies from fixed codified ordinances to more adaptable administrative policies and procedures.

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Ord. 25-008 Ordinance_No._25-XXX_Drug_Free_Workplace_Policy (1).docx
2-19 City Code.pdf
23-008 (Read-Only).pdf
Drug Free Workplace Policy (4.24.25).doc
59A-24 Florida Administrative Code.doc
440.101 Fla. Stat..pdf
440.102 Fla. Stat..pdf
business-impact-estimate-_Drug Free Workplace.docx

ORDINANCE NO. 25-008

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, REPEALING CHAPTER 2, ARTICLE I, SECTION 2-19 OF THE CITY CODE OF ORDINANCES ENTITLED "DRUG FREE WORK PLACE;" RENAMING ARTICLE X TO BE ENTITLED "EMPLOYEE HANDBOOK," RENAMING AND AMENDING SECTION 2-151 ENTITLED "PERSONNEL POLICY MANUAL ADOPTED BY REFERENCE" TO RENAME THE SECTION "EMPLOYEE HANDBOOK AND DRUG FREE WORKPLACE ADOPTED BY REFERENCE;" PROVIDING FOR CONFLICTS; SEVERABILITY; CODIFICATION; AND AN EFFECTIVE DATE.

WHEREAS, Section 2-19 of the City Code established drug free workplace policies and procedures; and

WHEREAS, the currently codified drug free workplace policy no longer complies with current Florida law and Florida Administrative Code requirements; and

WHEREAS, the City Manager is in the process of updating the Employee Handbook, which is incorporated as amended into the City Code pursuant to Section 2-151, that includes a comprehensive drug free workplace policy designed to maintain a work environment free from the influence of illegal drugs and alcohol abuse; and

WHEREAS, the City Commission adopted Ordinance No. 23-008 in 2023, officially renaming the Personnel Policy Manual as the Employee Handbook, and updating same, though this Ordinance was not subsequently codified; and

WHEREAS, the City seeks to ensure ongoing compliance with Florida law by transitioning workplace employment policies based on state law requirements from fixed codified ordinances to more adaptable administrative policies and procedures; and

WHEREAS, this Ordinance serves to repeal outdated code provisions, formally adopt the policies by reference, and rectify the previous codification oversight; and

WHEREAS, the City Commission finds the revisions described herein to be 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 Chapter 2, Article I, Section 2-19, entitled “Drug Free Work Place” of the City’s Code of Ordinances in its entirety.

Section 3. Chapter 2, Article X, Section 2-151 of the City Code of Ordinances is hereby amended as follows:

Article X. ~~Personnel Policy Manual~~ Employee Handbook and Drug Free Workplace

Sec. 2-151. ~~Personnel Policy Manual~~ Employee Handbook and Drug Free Workplace Policies adopted by reference.

The City Commission of the City of Boynton Beach, Florida, hereby formally adopts the ~~Personnel Policy Manual, and all subsequent amendments thereto, which document is designated as Exhibit “A” of Ordinance No. 98-06, which is incorporated herein as if set out in its entirety~~ Employee Handbook and Drug Free Workplace Policy, as may be amended by the City Manager from time to time, copies of which shall be maintained in the Human Resources Department.

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. 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 7. This Ordinance shall become effective immediately upon passage.

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

_____
Rebecca Shelton
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Sec. 2-19. Drug free work place.

(a) *Policy statement.* The City of Boynton Beach is committed to provide a safe work environment for its employees, our community and society. Substance abuse is a national problem which impairs the health and safety of employees, promotes crime and harms our community. The city is addressing this problem by instituting a drug free workplace program.

Substance abuse is a complex, yet treatable disease. The ultimate goal of this policy is to balance the respect for individual privacy with the need to keep a safe, productive drug free environment. The intention is to prevent and treat substance abuse. The city would like to encourage those who use drugs or abuse alcohol to seek help in overcoming their problem. The city will attempt to assist an employee in obtaining treatment prior to taking disciplinary action when such treatment is associated with a first occurrence of substance abuse. The city considers substance abuse to be an unsafe and counterproductive work practice.

The city's policy is in accordance with the Florida Drug Free Workplace Program as provided in Section 440.102, Florida Statutes and Chapter 38F-9., Florida Administrative Code. It is the intent of the city to adopt the policies and standards set forth in Chapter 38F-9. To the extent of any conflict between the standards established by this policy and the standards set forth in Chapter 38F-9 F.A.C., as amended from time to time, the standards set forth in Chapter 38F-9 shall prevail. Policies and standards contained herein and not addressed in Chapter 38F-9 F.A.C. shall control.

To ensure a work place free from the influence of illegal drugs and alcohol abuse the following policy has been established.

It is the policy of the city that an employee found with the presence of alcohol or illegal drugs in his/her system, in possession of, using, selling, trading or offering for sale illegal drugs or alcohol during working hours, may be subject to disciplinary action up to and including termination. (City sponsored activities which may include the service of alcoholic beverages are not included in this provision).

An employee reporting for work visibly impaired shall be considered unable to properly perform required duties and will not be allowed to work. If possible, the supervisor should first seek another supervisor's opinion of the employee's condition. Then the supervisor together with a representative from the personnel department should consult privately with the employee to rule out any problem(s) that may have been caused by prescription drugs.

When an off-duty employee is called back to work and that employee has consumed alcoholic beverages, that employee shall disclose such use and decline callback. An employee shall not be disciplined for refusing to respond to callback when such employee has reasonable belief that he or she could not pass an alcohol blood level test. Employees who are on standby may be subject to callback [and] should not engage in social drinking and may not decline callback without being subject to discipline.

If, in the opinion of the supervisor and a representative of the city manager's office or the personnel director or his or her department representative the employee is considered impaired, the employee should be sent home, after drug testing by a medical facility, by taxi or other safe transportation alternative, depending on the determination of the observed impairment, accompanied by the supervisor or another employee, if necessary. An impaired employee should not be allowed to drive. The prescribed test direction form shall be completed by the supervisor.

Prescription drugs prescribed by the employee's physician may be taken during working hours. The employee shall notify the supervisor if the use of properly prescribed drugs will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

It is the responsibility of the city's supervisors to counsel with an employee whenever they see changes in performance that suggest an employee problem. The supervisor may suggest that the employee voluntarily seek help from the employee assistance program or decide that the severity of the observed problem is such that a formal referral to the EAP should be made.

(b) *Definitions.* [For the purposes of this section, the following words and terms shall have the meaning ascribed thereto:]

(1) *Alcohol:* Means ethyl alcohol (ethanol) and includes distilled spirits, wine, malt beverages and intoxicating liquors.

(2) *Alcohol abuse:* An employee shall be determined to be under the influence of alcohol if the employee's normal faculties are impaired due to the consumption of alcohol or the employee blood alcohol level is 0.05 g/dl% or higher.

(3) *Illegal drugs:* Means any drug(s) which is not legally obtainable, which may be legally obtainable but has not been legally obtained or which is being used in a manner or for a purpose other than as prescribed.

(4) *Drugs:* Means alcohol, amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed above.

(5) *Legal drug:* Means prescribed drugs and over the counter drugs which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

(6) *Job applicant:* Means a person who has applied for a position with the city and has been offered employment conditioned upon successfully passing a drug test.

(7) *Employee:* Means an individual who works for the city for compensation and is covered by the Workers Compensation Act.

(8) *Drug testing:* Means any chemical, biological or physical instrumental analysis for the purpose of determining the presence of an illegal drug or its metabolites, including alcohol.

Drug testing may require the collection of blood, urine, breath, saliva or hair of an employee or job applicant.

(9) *Initial drug test:* Means a screening procedure of the blood and urine of employees and job applicants for the presence of alcohol and illegal drugs in accordance with the Florida Drug Free Workplace Program and appropriate Florida administrative rules. All levels equal to or exceeding the following shall be reported as positive:

Alcohol	0.05 g/dl%
Amphetamines	1,000 NG/ML
Cannabinoids	100 NG/ML
Cocaine	300 NG/ML
Phencyclidine	25 NG/ML
Methaqualone	300 NG/ML
Opiates	300 NG/ML
Barbiturates	300 NG/ML
Benzodiazepines	300 NG/ML
Synthetic narcotics:	
Methadone	300 NG/ML
Propoxyphene	300 NG/ML

(10) *Confirmation test:* Means a second test of all specimens identified as positive on an initial test in accordance with the Florida Drug Free Workplace Program and appropriate Florida administrative rules. All levels equal to or exceeding the following shall be reported as positive:

Alcohol	0.05 g/dl%
Amphetamines	500 NG/ML
Cannabinoids	15 NG/ML
Cocaine	150 NG/ML
Phencyclidine	25 NG/ML
Methaqualone	150 NG/ML
Opiates	300 NG/ML
Barbiturates	150 NG/ML
Benzodiazepines	150 NG/ML
Synthetic narcotics:	
Methadone	150 NG/ML
Propoxyphene	150 NG/ML

(11) *Drug testing methodology:* Specimens for drug testing will be collected, handled, maintained and tested in accordance with the Florida Drug Free Workplace Program and the procedures set forth in Florida Administrative Code Section 38F-9.

(12) *Positive confirmed test or confirmation test:* Means a second procedure which confirms a positive result from an initial drug test.

(13) *Medical review officer (MRO):* Means a licensed physician with knowledge of prescription drugs, pharmacology and toxicology of drugs, who may be responsible for receiving and reviewing all positive confirmed test results and who may be responsible for contacting all individuals who test positive in a confirmation test to inquire about possible medications which could have caused a positive result. The MRO need not be an employee of the city.

(14) *Prescription or nonprescription medication:* Means a drug or medication obtained pursuant to a prescription as defined by Section 893.02, Florida Statutes, or a medication that is authorized pursuant to a federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments or injuries.

(15) *Reasonable suspicion drug testing:* Means drug testing based on a belief that an employee is using or has used drugs in violation of this policy drawn from specific objective and documented facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

a. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.

b. Abnormal conduct or erratic behavior while at work or a significant deterioration of work performance, either or both of which are recognized symptoms of alcohol or drug abuse and which are not adequately explained by the employee or are not related to the employee's working conditions.

c. A report of drug use, provided by a reliable and credible source, which has been independently corroborated.

d. Evidence that an employee has tampered with a drug test during his employment with the current employer.

e. Information that an employee has caused, or contributed to, an accident while at work.

f. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs, while working or while on the city's premises or while operating a vehicle, machinery, or equipment of the city.

(16) *Specimen:* Means a tissue or product of the human body including blood, urine, saliva, hair, capable of revealing the presence of alcohol and/or illegal drugs or their metabolites.

(c) *General procedures.*

(1) Types of testing. In order to maintain a drug and alcohol free work environment, the city will test for the presence of alcohol and drugs in the following circumstances:

a. Job applicants: All job applicants who have been offered a position of employment are required to take a drug and alcohol test.

b. Reasonable suspicion: All employees who are deter-mined to be under reasonable suspicion of drug or alcohol use (as defined herein), are required to take a drug and alcohol test.

c. Fitness for duty: All employees who are subject to a routine fitness for duty medical examinations are required to take a drug and alcohol test as part of their medical examination.

d. Follow-up: All employees who have been referred to an employee assistance program or rehabilitation program by the city for drug and/or alcohol abuse are required to take drug and alcohol tests on a quarterly, semiannual or annual basis for two (2) years after return to work.

e. Post accident or injury: Employees who are involved in a job related accident or incident, and whose impairment appears to be contributory, which results or might have resulted in bodily injury or property loss or damage.

f. The personnel department shall establish forms to facilitate record keeping and reporting. The forms attached as Attachments 1 through 5 shall be used initially but may be amended from time to time by the personnel department without further commission action.

[See the editor's note following this section.]

(2) Consequences of refusing a drug test.

a. An employee who refuses to submit to a drug test will be subject to discipline, up to and including termination. An employee who refuses to submit to a drug test also will forfeit his eligibility for all worker's compensation medical and indemnity benefits.

b. A job applicant who refuses to submit to a drug test will not be hired.

(3) Actions following a positive confirmed test. The city may institute disciplinary action, up to and including termination, for any employee who has a positive, confirmed drug test.

(4) Confidentiality. Confidentiality of records concerning drug testing will be maintained except to the extent necessary to comply with this policy and applicable public records law. All information, reports, memos and drug test reports, written or otherwise, received by the city through the drug testing program will be kept confidential to the extent provided by law.

The city, employee assistance program, laboratories, drug and alcohol rehabilitation programs who receive or have access to information concerning drug test results shall keep all information confidential. No such information will be released unless there is a voluntary written consent, signed by an employee or job applicant, except where such release is compelled by a court pursuant to an appeal taken under this section, or where deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

The city will maintain records concerning drug testing separate and apart from an employee's or job applicant's personnel file. Information on drug testing results shall not be released in any criminal hearing.

(5) Reporting of use of medication. Employees and job applicants may confidentially report the use of prescription or nonprescription medication both before and after having a drug test. A form for reporting medication use is attached. [See the editor's note following this section.]

(6) Notice of common medications. A list of the most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test is attached. Employees and job applicants should review this list prior to submitting to a drug test.

(7) Medication information. An employee or job applicant may consult with the testing laboratory for technical information regarding prescription and nonprescription medication.

(8) Employee assistance program. Refer to the employee assistance program policy for the name, address and telephone number of the current provider.

Other resources available are:

1 800-356-9996 AL-ANON

1 800-527-5344 AMERICAN COUNCIL OF ALCOHOLISM HELPLINE

1 800-COCAINE COCAINE HOTLINE

1 800-NCA-CALL NATIONAL COUNCIL ON ALCOHOLISM

1800-662-HELP NATIONAL INSTITUTE ON DRUG ABUSE

1 800-843-4971 NATIONAL INSTITUTE ON DRUG ABUSE HOTLINE

(9) Drugs to be tested. Drugs that will be tested are as follows:

a. Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors

b. Amphetamines

c. Cannabinoids

d. Cocaine

e. Phencyclidine (PCP)

f. Hallucinogens, provided the only hallucinogen to be tested for is phencyclidine (PCP)

g. Methaqualone

h. Opiates

i. Barbiturates

j. Benzodiazepines

k. Synthetic narcotics, but limited to methodone and propoxyphene

l. A metabolite of any substance listed herein

(A list of drugs by brand names or common names is attached.)

(10) Challenge of test results.

a. An employee or a job applicant who receives a positive confirmed test result may contest or explain the result in writing within five (5) days of receipt of notification of a positive confirmed test result.

b. If the explanation or challenge of the employee or job applicant is unsatisfactory to the city, the city within fifteen (15) days of receipt will provide a written explanation as to why the employee or job applicant's explanation is unsatisfactory, and a copy of the report of positive confirmed test results.

c. An employee may further challenge the results of the test in a court of competent jurisdiction or, if the drug test was administered due to a workplace injury, by filing a claim for benefits with a judge of compensation claims, pursuant to Chapter 440, Florida Statutes.

d. If an employee or job applicant contests the drug test results he must notify the laboratory.

(11) Right under collective bargaining agreements. Employees who are covered under a collective bargaining agreement between the city and any collective bargaining unit may have a right to file a grievance regarding discipline imposed by the city as a result of a violation of this policy. A grievance of this nature shall not be limited to the discipline imposed, but discipline based on a positive result shall not be set aside solely on the basis of error in ordering the test.

(d) *Policy requirements.*

(1) Conditions of pre-employment. The city will conduct preemployment screening examinations designed to prevent hiring individuals who use drugs.

a. To determine the suitability of employees to work for the city the following pre-employment conditions are established:

All job applicants will be tested prior to employment for drug use and alcohol use. Any job offer which a job applicant may receive from the city is contingent upon successfully completing a required physical examination.

b. Any job applicant who refuses to submit to drug and alcohol testing as part of the pre-employment testing process will be refused employment.

c. Any job applicant who tests positive for drugs or alcohol use will be refused employment at that time.

d. Confidentiality will be maintained pursuant to this policy.

e. The city will not discriminate against applicants for employment because of the past abuse of drugs or alcohol. It is the current abuse of drugs or alcohol that the city will not tolerate.

(2) Current employee drug and alcohol abuse screening. The city will maintain screening practices to identify employees who use illegal drug(s) or abuse alcohol. It shall be a condition of continued employment for all employees to submit to drug screening under the following conditions:

a. Reasonable suspicion: All employees who are determined to be under reasonable suspicion of drug or alcohol use (as defined herein), are required to take a drug and alcohol test.

b. Fitness for duty: All employees who are subject to routine fitness for duty medical examinations are required to take a drug and alcohol test as part of their medical examination.

c. Follow-up: All employees who have been referred to an employee assistance program or rehabilitation program by the city for drug and/or alcohol abuse are required to take drug and alcohol tests on a quarterly, semi-annual or annual basis for two (2) years after return to work.

d. Post accident or injury: Employees who are involved in a job related accident or incident, and whose impairment appears to be contributory, which results or might have resulted in bodily injury or property loss or damage.

(3) Employee assistance program. The city maintains an employee assistance program (EAP) which provides help to employees and their families who suffer from alcohol or drug abuse. (Refer to EAP policy)

It is the responsibility of each employee to seek assistance before drugs and alcohol lead to disciplinary problems.

To ensure the effectiveness of the drug free workplace policy, it is the responsibility of all employees to inform supervisory personnel of any activity that would lead a reasonable person to believe that drugs or alcohol are being abused in the workplace.

a. An employee's decision to seek assistance from the employee assistance program on a voluntary basis prior to any incident warranting disciplinary action will not be used as the basis for disciplinary action or in any disciplinary proceeding.

On the other hand, using the EAP will not be a defense to the imposition of disciplinary action where facts providing violation of this policy are obtained outside of the EAP. Accordingly, the purpose and practices of this policy and the EAP are not in conflict but are distinctly separate in their applications.

b. Through the EAP, the city will provide appropriate assessment, referral to treatment and treatment of drug and alcohol abuse (subject to the provisions of the city's health insurance plan). Such employees may be granted leave with a conditional return to work depending on successful completion of the agreed upon appropriate treatment regimen and in accordance with the career services rules and regulations and any departmental rules and regulations. An employee's bank of sick or vacation time shall be used (in that order) for such leave.

c. Upon successful completion of a drug and/or alcohol treatment program an employee may be released to resume work but will be subject to drug testing on a periodic basis, at least quarterly, for up to two (2) years thereafter as a condition of continued employment.

d. Once a violation of this policy occurs, subsequent use of the employee assistance program, on a voluntary basis, will not affect the determination of appropriate disciplinary action.

e. An individual's participation in the program will not be made part of any personnel records, and will remain confidential except to the extent necessary to comply with this policy. Medical and insurance records, if any, will be preserved in the same confidential manner as all other medical records and be retained in a separate file as provided by law.

(4) Management's responsibility. Supervisors are responsible for implementing the drug and alcohol free workplace policy. It is the responsibility of the supervisors to observe the behavior of employees on the job as a precaution against unstable or unreliable behavior which could threaten the safety and well being of employees and the community.

a. Supervisors are responsible for maintaining a safe work environment by determining employees fitness for duty.

b. In the event a supervisor with the concurrence of a representative of the city manager's office or the personnel director or his/her department representative, has a reasonable suspicion that an employee may be affected by drugs or alcohol, the employee must be sent for drug testing. A form for reporting the reason(s) for drug testing is attached. [See the editors note following this section.]

c. In all cases when an employee is being removed from duty for drug testing, the supervisor should notify his superior at the earliest possible time.

(5) Employees responsibility.

a. It is each employee's responsibility to be fit for duty when reporting for work and to inform his supervisor if he is under prescription or nonprescription medication which may affect job performance.

b. In the event an employee observes behavior which raises a doubt as to the ability of a co-worker to work in a safe, reliable and trustworthy manner, the employee should report this behavior to his supervisor.

c. Employees who voluntarily enter a drug or alcohol treatment and/or rehabilitation program at the request or insistence of the city or, as a condition of continued employment, enter a drug or alcohol treatment and/or rehabilitation program are required to participate and complete recommended treatment. Any employee who enters a drug or alcohol treatment and/or rehabilitation program will be responsible for payment of the treatment and/or program. If the employee fails to comply with the treatment and/or the program, the employee will be subject to discipline, up to and including termination.

(6) Medical review officer's responsibilities.

a. The MRO will review all information from the testing laboratory in the event of a positive, confirmed test. The MRO will review any information from the employee or job applicant regarding the use of medication or other relevant medical information set forth in the form submitted prior to drug testing.

b. The MRO may request that the testing laboratory provide qualification of test results.

c. The MRO will provide his interpretation of positive, confirmed test results to the personnel director or his/her department representative.

d. The MRO will assist employees in an employee assistance program, monitor such employees' progress and confirm completion of the treatment program.

List of Drugs by Trade or Common Names

Drugs	*Trade or Common Name*
Opium	Dover's powder, Paregoric, Parepectolin
Morphine	Morphine, pectoral syrup
Codeine	Tylenol with codeine, empirin compound with codeine
Robitussin	A-C
Heroin	Diacetyl morphine, horse, smack
Hydro morphine	Dilaudid
Meperidine (pethidine)	Demerol, Mepergan
Methadone	Dolophine, Methadone, Methadose
Other narcotics	Laam, Leritine, Numorphan, Percodan, Tussionex, Fentanyl, Darvon, Talwin, Lomotil
Depressants	
Chloral hydrate	Noctec, Somnos
Barbiturates	Phenobarbital, Tuinal, Amytal Nembutal, Seconal, Lotusate
Benzodiazepines	Atavan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Paxipam, Restoril
Methaqualone	Quaalude
Glutethimide	Doriden
Other depressants	Equanil, Miltown, Noludar, Placidyl, Valmid
Stimulants	
Cocaine	Coke, flake, snow, crack
Amphetamines	Biphetamine, Delcobese, Desoxyn, Dexedrene, Metiatric
Phenmetrazine	Preludin
Methylphenidate	Ritalin
Other stimulants	Adipex, Bacarate, Cylert, Didrex, Ionamin, Plegine, Presate, Sanorex, Tenuate, Tepanil, Voranil

Hallucinogens

LSD Acid, microdot

Mescaline and peyote Mesc, buttons, cactus

Amphetamine variants 2, 5-DMA, PMA, STP, MDA, MDMA TMA, DOM, DOB

Phencyclidine PCP, angel dust, hog

Phencyclidine analogs PCE, PCPy, TCP

Other hallucinogens Bufotenine, Ibogaine, DMT, DET, Psilocyn

Cannabis *Trade or Common Name*

Marijuana Pot, Acapulco gold, grass, reefer, sinsemolla, thai sticks

Tetrahydrocannabinol THC

Hashish Hash

Hashish oil Hash oil

Over the Counter and Prescription Drugs

Which Could Alter or Affect

the Outcome of a Drug Test

Alcohol

All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contac Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (55 proof).

Amphetamines

Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex

Cannabinoids

Marinol (dronabinol, THC)

Cocaine

Cocaine HCI topical solution

Phencyclidine

Not legal by prescription

Methaqualone

Not legal by prescription

Opiates

Paregoric, Parepectolin, Donnagel, PG, morphine, Tylenol with codeine, Empirin with codeine, APAP with codeine, aspirin with codeine, Robitussin A-C, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (hydromorphine), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicidin

Barbiturates

Phenobarbital, Thinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Metbaril, Butabarital, Butabital, Phrenilin, Triad

Benzodiazephines

Atavan, Azene, Clonopin, Dalmane, Diazepan, Librium, Xanax, Serax, Tranxene, Valium, Verstan, Halcion, Paxipam, Restorial, Centrax

Methadone

Dolophine, Methadose

Proproxyphene

Darvocet, Darvon N, Dolene

(Ord. No. 92-51, § 2, 10-20-92; Ord. No. 93-09, § 2, 5-18-93)

Editor's note-*It should be noted that the reporting forms referenced in § 2-19 are not set out at length in this Code, but are on file and available for inspection in the office of the city clerk. Such forms are designated as attachments 1—5 to Ordinance No. 92-51.*

ORDINANCE NO. 23-008

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 2, "ADMINISTRATION" ARTICLE X, "PERSONNEL POLICY MANUAL" OF THE CODE OF ORDINANCES TO UPDATE THE EMPLOYEE HANDBOOK (FKA PERSONNEL POLICY MANUAL) OF THE CITY OF BOYNTON BEACH; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, on February 2, 1998, by Ordinance O98-06, the City Commission of the City of Boynton Beach, adopted a Personnel Policy Manual for the City of Boynton Beach, which document was further amended by Ordinance No. 098-34 dated September 3, 1998, Ordinance O98-44, dated December 1, 1998; Ordinance 02-031, dated August 6, 2002, Ordinance 03-047, dated September 2, 2003, Ordinance 03-049, dated September 16, 2003, Ordinance 05-048, dated September 6, 2005; Ordinance 09-018, dated April 7, 2009 and Ordinance 11-015, dated May 3, 2011; and

WHEREAS, the Human Resources Director is charged with the responsibility of reviewing the document on a continual basis and making recommendations for amendments to the policies from time to time, to correctly reflect the intent and purposes of the City's personnel program;

WHEREAS, the Human Resource Director with the assistance of administrative staff has undertaken a comprehensive review of the Employee Handbook (fka PPM) and has recommended numerous changes.

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 certified as being true and correct and are incorporated herein by this reference.

Section 2. City of Boynton Beach's Code of Ordinances, Chapter 2, "Administration" Article X, "Personnel Policy Manual" is hereby amended as follows:

ARTICLE X. ~~PERSONNEL POLICY MANUAL~~EMPLOYEE HANDBOOK

Sec. 2-151. ~~Personnel Policy Manual~~Employee Handbook adopted by reference.

The City Commission of the City of Boynton Beach, Florida, hereby formally adopts the ~~Personnel Policy Manual~~Employee Handbook, and all subsequent amendments thereto, which document is designated as Exhibit "A" of Ordinance ~~No. 98~~-0623-008, which is incorporated herein as if set out in its entirety.

Section 3. Should any section or provision of this ordinance or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this ordinance.

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. Authority is hereby given to codify this Ordinance.

Section 6. This Ordinance and the amendments to the Employee Handbook adopted thereby shall become effective on passage. The amendments to the Employee Handbook which constitute mandatory subjects of bargaining, if any, shall take effect when implemented through collective bargaining or waiver of bargaining.

FIRST READING this 18th day of April, 2023.

SECOND, FINAL READING AND PASSAGE this 2nd day of May, 2023.

CITY OF BOYNTON BEACH, FLORIDA

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

VOTE 5-0

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

Oridance 23-008 This is the revised Handbook.

CITY OF BOYNTON BEACH

EMPLOYEE HANDBOOK



Important Notice:

Many of the policies contained in this manual are based on policy determinations, legal provisions, interpretations of law, and employee relations principles, all of which are subject to change. For this reason, this manual is considered to be a guideline and is subject to change with little notice. *This manual does not constitute a contract of employment.*

Nothing in this manual shall be construed to constitute a contract or offer of a contract. The City has the right, at its discretion, to modify this manual at any time with or without notice. The provisions set forth in this manual are not intended to create a property right or entitlement. Nothing herein limits the City's rights to terminate employment.

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WELCOME AND INTRODUCTION FROM CITY MANAGER

The City of Boynton Beach known as "America's Gateway to the Gulfstream" is a great place to live, work, raise a family and grow a business. Located in the heart of Southeast Florida, the center of Palm Beach County, our coastal community is highly personable with a big heart and plenty of opportunities. Everywhere you look, you see growth. The City of Boynton Beach is the third largest municipality in Palm Beach County, consisting of 16.5 square miles (including forur miles of the Intracoastal Waterway) . Our city has outstanding schools, superb healthcare, numerous opportunities for growth, a wide variety of shopping and dining opportunities as well as natural resource and recreation areas. We are a place where families go to raise their children or to retire. However, as we continue to grow, let's not forget the past.

The City of Boynton Beach has a rich and unique history. I encourage everyone to celebrate our history and the historical landmarks that are meaningful to our great City. Historic preservation provides an opportunity to recognize the important role of history. Historic preservation is also effective for economic development, tourism promotion, growth management, neighborhood revitalization, fostering local pride, enhancing livability, and maintaining community character. I believe it is important to celebrate the history of our community as it has shaped our reality today.

Excellence is a moving target, and our City Commission and Mayor are to be commended for their commitment to the betterment of our community, their courage and leadership. City staff are superb, whole-heartedly dedicated to the constituents of Boynton Beach. Theirs is a job that is not 8-5 but instead a 24-hour commitment. They excel at customer service and performing their duties at a high level. They are an extraordinary group of individuals that define what Thomas Jefferson said, "*Good governing with good intentions is the hallmark of our government. Implementation with integrity should be our core passion.*" I am truly humbled to be a part of this team and thankful every day for their service. The safety and well-being of our constituents is always at the forefront of our activities.

As our city continues to experience growth, challenges will arise and must be overcome for the growth to be productive, positive, and successful. As the City Manager, I am thankful for the constituents we serve, our small-town atmosphere, and our friendly community. I encourage you all to get out, get involved and be a part of this wonderful community.

Dan Dugger
City Manager



CITY PROFILE



Our Future Aspiration

Vision: A welcoming and progressive coastal community that celebrates culture, innovation, and business development.

Our Core Purpose

Mission: The City of Boynton Beach is a vibrant, and sustainable community that provides exceptional services.

How We Work

Values: Leadership and Service Oriented, Ethical, Vitality/Vibrant, Agile/Adaptable, Unified and Compassionate, Innovative, Creative, and Inclusive

I. GENERAL PROVISIONS

01. Purpose of These Policies

A.The Employee Handbook is a collateral document pertaining to all personnel including full-time, part-time, temporary, volunteer, and contractural services. If the bargaining agreement that covers an employee or an employee's employment letter does not address specific issues then these policies shall apply as to that issue.

B. An employee who is promoted or reclassified from classifications previously covered by a bargaining unit agreement or by any previous rules or regulations into positions affected by these policies, shall be considered covered by these policies effective as of the date of the promotion or reclassification.

Approval of Policies

These policies shall be in force and effect when approved by Ordinance of the City Commission.

Amendment of Policies

These policies may be amended from time to time by Ordinance of the City Commission.

Codification

The City Administration reserves the right to re-codify the Employee Handbook to facilitate its use.

02. Organization for Personnel Administration

City Commission

The City Commission shall:

A. Have the power to approve or amend the Policies after receiving a recommendation from the City Manager.
B. Have the power to appoint the City Manager.

City Manager

The City Manager shall:

A. Be responsible to the City Commission for the administration of the Employee Handbook.

B. Appoint, promote, transfer, remove, demote, suspend, or discipline all employees. The City Manager may, in his/her discretion, delegate administrative authority to his/her designee to approve personnel actions. The City Manager may enter into letters of employment to hire or retain exempt status management employees under such terms and conditions as the City Manager deems necessary.

C. Perform other duties and have executive power in personnel administration as is vested in the City Manager by the provisions of the City Charter, applicable law and these

policies.

D. Appoint a Director who shall be responsible to the City Manager for the administration of the City's Human Resources programs.

Human Resources Director

The Human Resources Director shall:

A. Administer the provisions of these policies.

B. Develop and administer recruitment and examination programs to source qualified applicants to meet the needs and core values of the City.

C. Develop, administer and maintain job descriptions/classification specifications that reflect the duties being performed by each employee.

D. Perform a periodic review of compensation levels, in the area, to the extent that such levels affect City employment.

E. Provide forms and/or procedures as necessary, appropriate or desirable to carry out the Human Resources programs.

F. In cooperation with the City Manager and various department heads, develop and establish training and educational programs for employees as conditions warrant.

G. Perform Human Resources administration activities consistent with the City Charter or these policies, as the City Manager may direct, or as may be required by Ordinance.

H. Prepare and recommend policies or amendments to the policies as necessary or advisable to carry out the intent and purposes of the City's Human Resources programs.

I. Administer the Employee Benefit Programs.

J. Periodically, review the Employee Handbook and make recommendations to the City Commission through the City Manager for amendments.

K. Administer the Performance Evaluation Program.

03. Equal Employment Opportunity Statement

The City of Boynton Beach is an Equal Opportunity Employer and prohibits discrimination because of race, color, creed, religion, national origin, sex, age, political affiliation, disability (except where such factor is a bona fide occupational qualification or is required by State and/or Federal law), sexual orientation, marital status, veteran status and/or other protected class status in all aspects of its personnel policies, programs, practices, recruitment, examination, appointment, training, promotion, retention or any other actions and operations.

It is the policy and practice of the City of Boynton Beach to treat all employees with dignity and respect and to provide equal opportunity to all persons without regard to race, age, color, religion, sex, pregnancy, national origin, physical or mental disability, genetic information, marital status,

veteran or military status, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law. The City's responsibility as a public agency is to ensure an on-going commitment to Equal Opportunity and making the workforce profiles more closely reflect the available labor force of the community. Equal opportunity encompasses all aspects of employment practices, including but not limited to recruiting, hiring, training, compensation, benefits, promotions, transfer, layoffs, recall from layoffs, discipline, and department-sponsored education, social, and recreational programs. It is the policy of the City of Boynton Beach government that all personnel actions and employment practices are based solely on the requirements of the position and the qualifications of the applicant without regard to race, age, color, religion, sex, pregnancy, national origin, physical or mental disability, genetic information, marital status, veteran or military status, sexual orientation, gender identity or expression, or any other category protected by applicable federal, state, or local law.

In addition, the City prohibits retaliation against any individual who reports discrimination or harassment or who participates in any investigation of such reports, or who engages in any other activity protected by applicable law. This policy covers all personnel actions affecting hiring, job assignments, training, promotions, transfers, compensation, discipline, termination of employees, or any other tangible employment benefit or term or condition of employment.

The City will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship or where doing so would cause a direct threat to the health or safety of the individual or others. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training. If, during the course of employment, an employee sustains any type of physical or mental impairment which limits the employee's ability to perform the essential functions of his or her job, the City may require that the employee provide medical documentation regarding any such impairment and, if appropriate, identify specific accommodations which may assist the employee. The City will engage in an appropriate interactive process with the employee in determining potential accommodations when requested by the employee. All information provided regarding any impairment will be handled confidentially to the extent required by law.

04. Code of Ethics

In accordance with the City of Boynton Beach current Ordinance, all City employees are subject to and must comply with the Palm Beach County Code of Ethics and City policy number 02-002. Employees are required to complete City ethics training programs and submit a signed proof of training to Human Resources for inclusion in the employee's personnel file.

05. Anti-Harassment

Pursuant to the Equal Employment Opportunity Commission (EEOC): "Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, (ADEA), and the Americans with Disabilities Act Ammendments Act (ADAAA) passed by Congress in 1990.

Harassment is unwelcome conduct that is based on race, color, religion, sex (including sexual

orientation, gender identity, or pregnancy), national origin, older age (beginning at age 40), disability, or genetic information (including family medical history). Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. Anti-discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.

Petty slights, annoyances, and isolated incidents (unless extremely serious) will not rise to the level of illegality. To be unlawful, the conduct must create a work environment that would be intimidating, hostile, or offensive to reasonable people.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or put-downs, offensive objects or pictures, and interference with work performance. Harassment can occur in a variety of circumstances, including, but not limited to, the following:

- The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
- The victim does not have to be the person harassed, but can be anyone affected by the offensive conduct.
- Unlawful harassment may occur without economic injury to, or discharge of, the victim.

Prevention is the best tool to eliminate harassment in the workplace. Employers are encouraged to take appropriate steps to prevent and correct unlawful harassment. They should clearly communicate to employees that unwelcome harassing conduct will not be tolerated. They can do this by establishing an effective complaint or grievance process, providing anti-harassment training to their managers and employees, and taking immediate and appropriate action when an employee complains. Employers should strive to create an environment in which employees feel free to raise concerns and are confident that those concerns will be addressed.

Employees are encouraged to inform the harasser directly that the conduct is unwelcome and must stop. Employees should also report harassment to management at an early stage to prevent its escalation."

Provisions

1. All levels of supervisors are responsible for communicating this policy, and for recognizing, responding, taking corrective actions, and/or preventing the harassment of City employees.
2. Employees who feel they are a victim of harassment have an obligation and a duty to advise the individual instigating the harassment that the conduct or behavior is unwelcome and offensive only if employees feel safe to address their concerns with the alleged perpetrator. If the behavior continues, the employee is required to immediately report the behavior to their own supervisor or to Human Resources. The individual instigating the harassment may

not necessarily be another employee, co-worker, or supervisor, but may also be any other person conducting business for or with City employees.

3. Employees are required to complete Preventing Harassment and Discrimination policy training on-line as directed.

Procedures

1. Employees should report any harassment complaint immediately. Employees have the option of reporting the complaint as follows:
    a. To their supervisor or department director; and
    b. To the Director of Internal Investigations and Accountability;
2. A written statement will be requested of the complainant. The Office of Internal Investigations and Accountability will begin coordinating and conducting the investigation process in a timely manner.
3. The Office of Internal Investigations and Accountability will provide an administrative response in to the employee filing the complaint and to the individual(s) involved in the harassment in a timely and reasonable manner.
4. Human Resources will be responsible for determining, processing and delivering corrective action, if any, to the appopriate party(ies).
5. If the City has placed the Subject on Administrative Leave and the employee still perceives the situation to be threatening, that employee may request authorization to use accrued annual leave, leave without pay or a job transfer. Approvals will be determined on a case-by-case basis.
6. Disciplinary and/or corrective actions shall be imposed based upon the severity of confirmed harassment.
7. Confidentiality, to the extent permitted by law, shall be maintained to the extent allowed by law to the persons involved in any investigation of a complaint.
8. Employees exercising their rights by filing a complaint in good faith will not be retaliated against by the City regardless of the findings of the investigation; however, any employee found to have provided false or misleading information or one who does not fully cooperate with an investigation when filing a complaint may be subject to disciplinary action.
9. The Director of Human Resources shall determine the administrative operating procedures for this policy.

06. Violence in the Workplace

The City of Boynton Beach maintains a zero tolerance policy toward workplace violence. It is the intent of the City to provide a workplace free from intimidation, threats, or violent acts.

1. Violence, potential for violence, or the threat of violence, by or against any employee of the City of Boynton Beach, is unacceptable and will subject the perpetrator to serious disciplinary action up to and including termination, and criminal charges.
2. Possession, use, or threat of use, of a weapon, including any type of firearm, is not permitted at work, or on City property, including City vehicles, unless such possession or use of a weapon is a necessary and approved job requirement .
3. Any person who exhibits unusual behavior or makes threats, exhibits potential for violence

or threatening behavior, or engages in violent acts on City property shall be removed from the premises as quickly as safety permits, and shall remain off the City's premises pending the outcome of an investigation.

4. All City employees are responsible for notifying management of any threats, which they have witnessed, received, or have been told that another person has witnessed or received.
    a. Even without an actual threat, employees should report any behavior they have witnessed which they regard as threatening or violent.
    b. Failure to notify management of such activity will subject the employee to serious disciplinary action up to and including termination, and criminal charges.
5. No employee acting in good faith, who reports real or implied violent behavior will be subject to retaliation or harassment.
6. The actions of a supervisor, manager, or other employee will be dependent upon the seriousness of the situation. However, consistent with personal safety, managers and supervisors have a responsibility to make a good faith effort to defuse violent or potentially violent situations as quickly as possible in order to prevent their escalation and creating a threat to others.
7. Employees are required to complete Violence in the Workplace Policy training upon employment and every even year

07. Drug and Alcohol Use

The City of Boynton Beach does not tolerate any type of substance abuse including the use of illegal drugs, the abuse of prescribed drugs or alcohol abuse. This prohibition includes the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in or away from the workplace. Employees are required to comply with the terms and conditions of the City's Drug Free Workplace policy as approved in the most current City Ordinance. Any employee who violates this policy is subject to disciplinary action up to and including dismissal. (See Section VI Discipline .01 Disciplinary Actions, Extreme Misconduct.)

The City recognizes drug dependency as an illness and a major health problem. Consequently, it provides an Employee Assistance Program (EAP) that offers short-term counseling, assessment and referral services to an employee or an employee's immediate family members.

Drug and alcohol testing for employees will be performed in accordance with City policy and as required to meet the requirements of the Department of Transportation and the City's Drug Free Workplace Policy and the City's Safety Manual.

08. Americans with Disabilities Act as Amended (ADAA)

The City of Boynton Beach as an employer has a responsibility to ensure that all applicants and employees are treated fairly in all aspects of employment. It is the policy of The City of Boynton Beach to provide a workplace free from unlawful discrimination in which all applicants and employees have equal opportunity in all areas of employment. In compliance with the U.S. Department of Labor, Code of Federal Regulations, 28 C.F.R. 35.107, the City has designated the Human Resources Director as the City's ADA Coordinator for employment related purposes. It is the policy of the City to fully comply with the Americans with Disabilities Act (ADAA).

Anti-Retaliation

The city is prohibited from engaging in retaliation as an adverse employment action against a covered employee because he or she engaged in a protected activity.

09. Effective Date of Policies

The original effective date of the PPM is March 30, 1998, with amendments in 2000, 2002, 2003, 2005, 2009 and 2011. The Employee Handbook has been updated from the Personnel Policy Manual (PPM) effective May 2, 2023.

II. EMPLOYMENT

01. Types of Employees

City employees are divided into three (3) groups: contract employees, regular employees and bargaining unit employees.

1. **Contract** Employees are senior management positions who may be hired by the City Manager by letters of employment. The letter of employment shall state salary, benefits, terms and conditions of employment and will specify which provisions of the Employee Handbook shall not apply to the employee.

2. **General** Employees are employees whose terms and conditions of employment are covered by the Employee Handbook. General employees are not otherwise designated as contract employees or as bargaining unit employees.

3 **Bargaining Unit** Employees are those employees whose positions are covered by a specific bargaining unit and whose terms and conditions of employment are covered by that agreement.

02. Recruitment and Selection

In order for the City to be operationally competitive with other governmental entities as well as the private sector, the recruitment and retention of qualified employees is of paramount importance. To achieve maximum efficiency, vacant positions shall be filled with the most qualified candidates in the best interests of the City through recruitment, selection, promotion/demotion or hiring of employees on the basis of their qualifications and relative knowledge, abilities, and skills.

Basic Requirements

1. Human Resources is responsible for the nondiscriminatory implementation of this policy.
2. Each department is responsible for assisting the Human Resources Department with recruitment, interviews, tentative selections, and recommendations for employment. Departments do not have the authority to modify or waive the provisions of the Employee Handbook.
3. Human Resources has primary responsibility for hiring employees. All employment discussions by department representatives are to be considered non-obligatory, exploratory, and tentative in nature and should be indicated as such to the applicant. Any offers of

employment made to an individual prior to obtaining all necessary authorizations shall not be binding on the City.

Procedures

A. Applications and Interviews

1. Once Human Resources has officially announced a job vacancy through the posting of an Employment Opportunity notice on the City's website, the official recruitment process has begun. The recruitment process may be withdrawn for any position by the Director of Human Resources.
2. Individuals desiring consideration for employment must submit an Application for Employment, to Human Resources via the City's website or any other approved method. All information provided in the Application for Employment will be subject to verification.
3. Current employees who are interested in and qualify for a posted vacancy are encouraged to apply by submitting their applications via the City's website or any other approved method. Veterans' preference will be given in compliance with current legislation.
4. Falsification of any part of the Application for Employment or any related documents may, upon discovery, lead to the denial of an application, withdrawal of an offer of employment, or dismissal of the employee regardless of the employee's length of service.
5. Departments should not accept applications or resumes.Applicants should be referred to the City's website or the City's Human Resources department.
6. Human Resources will accept applications for employment when a job vacancy has officially been announced through the posting of the Employment Opportunity notice on the City's website.
7. Human Resources will conduct comprehensive background checks including but not limited to verification of employment, professional references, criminal history, motor vehicle records, academic degrees, certifications, licenses, and pursuant to the Drug Free Workplace policy. If the City finds that the background check demonstrates an arrest or conviction or any other information in which the applicant or employee is unfit for the job (or unfit for employment in general), the City may not hire upon assessing the seriousness and materiality of the criminal history to the job itself.
8. Certain classifications may require meeting applicable testing requirements prior to candidates being given consideration. Human Resources will administer examinations for classifications that require tests as part of the selection process.
9. Human Resources will forward passing appicants that meet the minimum qualifications of the position to the appropriate Department Head/Department Head Designee or the hiring manager.
10. Upon receipt of applications, Human Resurces will:
    a. Review and evaluate all applications based on, but not limited to; minimumqualifications, knowledge, abilities, skills, education, degree requirements, experience, and certifications or licenses required in accordance with current classificationper job posting.
    b. Determine that the applicant pool is sufficient prior to proceeding to the interview and/or applicant testing step and prior to making a

recommendation for employment.

c. Prepare an interview schedule and conduct interviews with eligiblle applicants.
d. Determine which candidate is most qualifiedfor further consideration and proceed with applicant testing, if applicable, or additional interviews, if necessary.
e. Re-post the position if a selection cannot be made by the hiring panel.

B. Conditional Offer Process

1. Following interviews, the department will notify Human Resources of their candidate selections and determined salary and provide salary justification if applicable. Human Resources will submit the application and salary for review and approval by the appropriate leadership. If approved, Human Resources will extend a conditional offer to the candidate.
2. Human Resources Department is responsible for and not limited to:

    a. Providing the appropriate preboarding checklists and forms to the applicant for completion.
    b. Review all results of verification, inclusive of, but not limited to: relative current and previous employment verifications, professioanl references, academic diplomas and degrees, certifications and licenses, background check, Motor Vehicle Report (MVR), drug screen results, Department of Transportation Clearinghouse results, and/or physical exam. There may be additional components in the conditional offer process, which will be outlined to the candidate when the conditional offer is extended. Please note, all information provided on the Application for Employment will be subject to verification.

Based on the results reviewed during the conditional offer, Human Resources will submit the information for review with the Director of Human Resources & Risk Managerment for final approval.

3. It is the City's intent to employ the most qualified applicant best suited for the position. Current employment with the City is a factor, but is not, in and of itself, the determinative or controlling factor.

C. Final Offer Acceptance

1. Employment acceptance must be made by the applicant, within three (3) business days of the conditional offer, unless otherwise extended by Human Resources. If employment acceptance is declined, the department may consider another applicant from the recruitment's applicant pool, or the department may choose to begin a new recruitment process. Employment Procedures shall be followed in either case.
2. Upon acceptance of a final offer, the applicant will provide their available start and Human Resources will confirm with the department

D. Orientation

Human Resources shall schedule and conduct a general orientation program for all new employees

to explain the City's history and organization, to review City Policies including the Code of Ethics, to assist with the completion of benefit program enrollment forms, and to emphasize the use of safe work practices.
New employees must provide proof of work eligibility and verification of identity to the City within three (3) business days of their first work day in accordance with the Department of Homeland Security's employment eligibility requirements. Upon hire, Human Resources will forward the necessary employee paperwork to the Finance Department for payroll purposes.

03. Nepotism

This Section establishes the City's policy regarding nepotism, which complies with the current Palm Beach County Code of Ethics, Section 2-445, Anti-nepotism law.

A. All employees who are employed in, appointed to, promoted to, or transferred to a position shall disclose at the time of the appointment, employment, promotion or transfer the name(s) of any relative(s) serving as an elected or appointed City official(s) or employee(s) then employed by the City.
B. If employees become related after their appointment, employment, promotion or transfer, the affected Department Director(s) and the Human Resources Director shall resolve the matter consistent with the Palm Beach County Code of Ethics. Resolution may include transfer of one or both employees. Department policies may also apply.
C. "Relative" as used herein, means a person who is related by blood, marriage or adoption, as father, mother, son, daughter, brother, sister, grandparent, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter–in-law, step-father, step-mother, step-son, step-daughter, step-brother, step-sister, half-brother, half-sister or domestic partner.
D. A person who is a relative of a City official or employee may not be appointed, employed, promoted, or advanced in or to a position in any department/division, if the related City official or employee is, or would be the person's supervisor or would exercise any authority or control over or otherwise regulate the duties and responsibilities of the person, or if the person would supervise or exercise any authority or control over or otherwise regulate the duties and responsibilities of the related City official or employee.
E. The provisions of Florida Statute 112.3135, regarding nepotism shall supersede any provision of this Policy.

04. Hours of Work

The City Manager shall establish the hours of work for all departments and employees of the City, considering the functions and operations involved. The City Manager shall establish uniform starting and ending times for supervisors and employees on all shifts pursuant to the Fair Labor Standards Act (FLSA).

A. The scheduled number of work hours per week by department is normally 40 hours; however, weekly hours for specific job classifications may vary as determined in accordance with each department's needs and operations. The individual Department Director establishes the work start times and stop times.
B. The workweek for payroll purposes is Monday to Sunday and is used for calculating overtime.

05. Human Resources Information / Employee Files

The official personnel file of each employee is electronically maintained by the Human Resources Department. All documents in the file, with certain exceptions, are subject to the Florida Public Records Statute 119.07 that requires information in the file be made available for review upon request. Any record related to an employee that is maintained by the Ctiy will be made available if requested. Human Resources will review the file and make any required redactions based on exemption(s). Documents/information exempted by this Law (with some exceptions, e.g. a Court Order) are the following as a non-exhaustive list:

- Social Security Number
- Medical information
- Benefit Information
- Banking Information
- Home Address and telephone number of employees designated in F.S. 119.07
    - Spouse's work and children's school addresses and telephone numbers of these employees

When there is a request to review an employee's personnel file, the employee must be notified in writing within ten (10 days) (E-mail is acceptable notification).

Employees must initiate an employee online process, within ten (10) days, whenever they have a change of address or telephone number, or a change in the name, address or telephone number for their emergency contact.

06. Probationary Period

The probationary period is regarded as an integral part of the placement process. It permits careful observation of the employee's performance to either provide an effective adjustment of the new employee to the position or to terminate an employee whose performance has not met the required work standards.

An initial six (6) month probationary period shall begin immediately upon hire of all employees (regardless of employment status). Probationary periods may be extended upon recommendation from Department Director through the Human Resources Director and City Manager.

All Probationary employees:

- Have no property entitlements to their positions.
- Shall be subject to termination without cause, after review by the Human Resources Department and City Manager.
- Have no right to appeal or grieve any type of employment action.

Change in Position:

The following position changes will result in a probationary period of six(6) months from the effective date;

- Transfer
- Promotion

- Demotion
  The pay of a promoted employee, who is demoted prior to completion of a probationary period, will be reduced by the same amount as the promotional increase. Exceptions to this policy may occur if there is a departmental restructuring that results in an involuntary demotion for one or more employees.

III. COMPENSATION

01. Overtime

The City has the right to assign work and overtime. Overtime will not be granted for less than a fifteen (15) minute period. In calculating eligible overtime compensation, only actual hours worked shall be counted.

No employee may work overtime without prior approval by their supervisor and Department Director. Failure to obtain this authorization can result in disciplinary action, up to and including termination of employment.

Scheduling

Department Directors are responsible for scheduling the work in their departments in order to be fiscally responsible. All overtime designated by the department supervisor or Department Director is approved overtime within budgetary limitations.

NON-EXEMPT EMPLOYEES

Unless otherwise specified in the applicable collective bargaining agreement, overtime is paid to non-exempt employees at one and one-half (1½) times the hourly rate for all hours worked in excess of forty (40) hours per week.

Non-Exempt employees are prohibited from working "off the clock" and must report all time worked. Supervisors and managers are prohibited from allowing employees to work "off the clock." It is a serious violation of City policy to falsify or alter actual time worked by an employee.

SALARIED (EXEMPT) EMPLOYEES

Exempt employees are paid a salary that is designed to cover all hours worked in any given workweek, including those hours worked in excess of forty (40) hours. Salaried employees are not authorized overtime compensation because the predetermined salary covers all hours worked. The salary is a predetermined amount that is not subject to deductions for variations in the quantity or quality of work performed, subject to certain statutory exceptions.

Provisions of the Fair Labor Standards Act shall be applied to resolve all overtime issues.

02. Callback and On Call

Callback

Callback is an unscheduled or emergency return to work, at the request of a Department Director or his/her designee, outside of officially scheduled work hours or on a holiday or day off. It is not overtime or holiday if work is scheduled in advance and a regularly recurring call to duty.

Any employee who has physically left work (clocked out, etc.) and is called back to work by his/her Department Head or the Department Head's designated representative for an unscheduled or emergency assignment, shall be compensated for two (2) hours of call back pay, plus the time worked in excess of the first fifteen (15) minutes.

If work conducted on the call extends into normal work hours, the time worked will be paid at straight time. Employees called back to work during lunch breaks are not entitle to Call Back Pay. In this case the finishing time for that particular work day will be adjusted accordingly.

On Call

To provide for after-hour service needs, some operations within the City may designate non-exempt employees to be on-call.

Restricted on-call: time spent on or away from City premises under conditions which prevent the employee from using the time for personal activities. All such time in readiness is considered time worked.

Unrestricted on-call: all time after regularly scheduled working hours when an employee is designated to be available for call-back. The employee is free to pursue personal activities but must respond to pager or cellular phone contact within designated guidelines set by the department head. This is not considered time worked. If called back, however, call-back compensation will be paid.

03. Compensatory Time

An employee eligible for overtime may be granted compensatory time off at the same rate it was earned (i.e., straight time for straight time, time and one-half for time and one-half). Compensatory time can be earned, accumulated, and used, with the Department Director's approval or direction, in accordance with the Fair Labor Standards Act. Compensatory time will be accrued and used at the same rate the overtime rate would be paid. Employees may accumulate a maximum of eighty (80) hours of compensatory time. At no time may an employee accumulate more than eighty (80) hours of compensatory time.

Requests to use compensatory time shall be reviewed on a first come, first served basis, and approved based on the operational needs of the department for the time period requested, as determined by the Department Director or designee, so that department's operations are not unduly disrupted by the use of compensatory time. Unduly is defined as imposing an unreasonable burden on the department's ability to provide service of acceptable quality and quantity to the public without the use of the employee's services. However, employees who request the use of compensatory time shall be permitted to use such time within a reasonable period after making the request, which shall be determined by the facts and circumstances of each case. If the City is unable to grant a request for compensatory time off within that time frame, the employee may elect to be paid for the amount

of compensatory time requested.

Compensatory time may be taken as earned subject to the approval of the Department Head/Designee who shall schedule the time off to meet the operating requirements of the Department. If an employee's collective bargaining agreement addresses this issue, the contract language will be followed.

04. Incentive Pay System

Due to budgetary constraints the City Manager, at his/her discretion, may suspend the Incentive Pay System during any fiscal year by memorandum to the City Comission.

The City of Boynton Beach has established the Incentive Pay System to motivate and reward individuals or groups of employees according to their job performance and contributions toward the accomplishment of major objectives. The purpose of the system is to promote continuous improvement and quality performance through individual and cooperative effort, assist in career development and advancement, identify individual training needs, determine suitability for assignment, effectiveness in the assigned position and identify individual ability for assuming more responsibility. All employees should be continually working towards the values, goals, and objectives of the City.

Incentive payments will be considered for the following type of activities (although they are not limited to just these types of activities):

- Customer service improvements.
- Cost efficiencies (savings).
- Improvements in operations.
- Productivity enhancements.
- Expanding hours of operations.
- Doing work in-house rather than engaging a consultant.

Incentive pay and bonuses will not be included in the employee's base pay and may not be carried forward in subsequent years in accordance with See Florida Statute 166.021(7).

05. Eligibility

Regular budgeted employees, both full-time and part-time, who have successfully passed their probationary period, are eligible for this program per the City Manager's discretion.

06. Demotions/Transfers

Demotions

A demotion occurs when an employee leaves one position and moves to a position with a lower classification and position grade. For example, when a position is vacant and through the internal

job posting process an employee applies for the position and is selected to fill the position, if the vacant position is a lower classification and position grade than the employee's current position, then this is considered to be a demotion.

Demotions generally result in a decrease in salary which must be approved by the Human Resources Director and with final approval from the City Manager.

Transfer of an employee from a higher graded position to a lower graded position may be initiated due to any of the following reasons:

- The City demoting an employee as part of a departmental restructuring;
- Realignment of responsibilities for failing to meet standards of performance;
- The inefficiency or ineffectiveness of an employee in the performance of assigned duties;
- The failure of an employee to comply with employment conditions such as licensure or certification;
- The employee requesting a voluntary demotion to a lower graded position;
- Any other valid reason for a demotion which is not stated herein.

All demoted employees will have a six (6) month probationary period. See Section II Employment, 06 Probationary Period for guidelines regarding probationary employees.

Transfers

A transfer occurs when an employee changes job within the same position grade but to a different or same job title, and without a change in salary. This may occur when an employee applies for a vacant position and is selected to fill the position that has the same position grade or title as the employee's current position.

The City retains the exclusive right to transfer employees from one location to another, one shift to another, or from one starting time to another.

- Employees transferring from one position to another in the same pay grade, whether in the same or in a different department will maintain the same pay rate.
- All transferred employees will have a six (6) month probationary period.
    - See Section II Employment, 06 "Probationary Period" for guidelines regarding probationary employees.

07. Travel

This policy applies to all departments budgeting travel expenses and to all employees and authorized persons incurring and requesting reimbursement of travel expenses. Regular full-time employees may attend conferences, conventions, training programs or other meetings if such attendance is in connection with the employee's official duties. In all cases the best interest of the City shall prevail in granting time off from work. The Department Directors shall approve the time off and shall notify the City Manager. The City Manager or designee, in their sole discretion, may authorize travel time and/or expenses necessary to attend such meetings.

1. Attendance at selected professional association meetings, technical training courses, and business meetings provide a benefit to the City and its taxpayers through an increased awareness of technical and administrative developments.
2. The traveler and the approving authority must keep all associated expenses to a minimum.
3. Travel must be authorized well in advance as last minute arrangements and changes can be costly.
4. Travel expense reimbursements will be made within limitations of this policy.

The complete policy is administered by the Financial Services Department.

IV. BENEFITS

01. Legal Holidays

Unless required to be on regular duty, legal holidays to be observed by the City's employees are:

New Year's Day
Martin Luther King, Jr. Day
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

The City Manager and City Commission reserve the right to declare these and any other holidays on a date designated by them. The declared date does not necessarily have to be on the traditional holiday, but on a date that meets the best interest of the City.

Non-exempt (hourly) employees must work their regularly scheduled workday immediately before and after the holiday in order to receive pay for the holiday, or be in an authorized paid status immediately before and after the holiday. Part-time, temporary, and emergency appointed employees are not eligible for holidays pay.

Full time employees shall be compensated for City observed holidays as follows:

- When a City observed holiday falls on an employee's scheduled work day, the employee will receive eight (8) or ten (10) hours of holiday pay at his/her straight time pay rate depending on the employees schedule.
- When an observed holiday falls on an employee's non-scheduled work day it will be treated as a floating holiday and eight (8) hours will be added to the employee's vacation leave bank.
- Employees on vacation, annual military leave, jury duty, sick leave, compassionate leave, or any other absence, but in an active pay status on the day the holiday is observed shall use the holiday on the same day that it is earned.
- Holidays that occur during vacation leave shall not be charged against such vacation leave.
- If an employee's collective bargaining agreement addresses City observed holidays, the contract language will be followed.

Due to budgetary constraints legal holidays may be suspended and designated as unpaid time by the City Manager when approved by the City Commission. Other days off, paid or unpaid, may be

specifically designated from time-to-time by the City Manager and approved by the City Commission.

02. Furlough Hours

Furlough leave is the placement of an employee in a temporary non-duty, non-paid status for budgetary related reasons. The implementation of furloughs is a policy decision reserved to the City Commission. The City Manager shall have the authority to exempt certain employees from furloughs during periods of declared emergencies.

03. Vacation Leave

Each full time employee shall earn vacation leave at the rates shown in the schedule outlined below. The number of hours credited per year will not increase after the 21st year of service unless the schedule is amended. In computing vacation leave, no vacation leave will accrue for any week in which the employee is not in a paid status for 24 or more hours. A regular employee shall, upon termination of employment with the City, be paid for unused accumulated vacation leave. Employees may use vacation hours as accrued and approved. Employees, who end their employment with the City within the first six (6) months of employment, are not eligible to be paid for any accrued vacation time.

VACATION ACCRUAL POLICY

(Based on 40 hour work week)

Years of Service	Vacation Hours
1 Year	80
2 - 3 Years	120
4 Years	128
5 Years	136
6 Years	144
7 Years	152
8 Years	160
9 Years	168
10-15 Years	176
16 – 20 Years	192
21 years and after	200

Employees may accrue vacation leave to a maximum of the leave earned in the most recent two employment years. Vacation leave accrued during October 1 – September 30 may exceed this stated policy, however, any amount over the allowable maximum that has not been used during that October 1 – September 30 will be forfeited as of September 30 of that fiscal year. However, employees who have been denied vacation shall have the excess vacation hours paid to them at their regular straight time rate of pay in the last pay check of the fiscal year. Employees who were covered by the vacation accrual and sick leave payout policies in effect prior to 1991 will continue to be covered by those schedules.

Exempt employees shall accrue vacation hours in accordance with the Management Package and/or their Employment Letter.

04. Sick Leave with Pay

Sick leave with pay shall be granted to contract and general full time employees, including employees serving a probationary period, at the rate of eight (8) hours for each completed month of service (96 hours/year). Such leave shall be computed on an employment year basis. Sick leave pay will be paid at the same rate as a regular workday. Unlimited accumulation of sick leave is authorized. Bargaining Unit employees will be granted sick leave in accordance with their collective bargaining agreement.

Sick leave shall not be considered as a right which an employee may use at his/her discretion, but rather as a privilege which shall be allowed only in case of: personal sickness, including mental health, disability, legal quarantine or because of exposure to contagious disease. Up to 40 hours per fiscal year may be taken for general and contract employees for the illness of an immediate family member (spouse, child, parent).

In the case of a serious medical condition within the family, an employee may take additional accrual time in accordance with Family and Medical Leave Act (FMLA). If the illness is not a qualifing event for FMLA leave, additional time may only be taken if a medical letter is provided by the treating physician and submitted to the Human Resources Director. The Human Resources Director shall notify the Deparment Director and City Manager of the time needed for absence. In this scenerio it may be extended to forty (40) hours for a total of eighty (80) hours. Family sick leave not covered by FMLA may be extended, but not to exceed twelve (12) weeks in a rolling twelve (12) month period. See Section IV Benefits, 09 FMLA. FMLA Sick leave will not be granted if it falls on regular days off or on a holiday.

In order to be granted sick leave with pay an employee must meet the following conditions:

A. Notify his/her immediate supervisor or supervisor's designee at least one (1) hour before the beginning of the scheduled workday of the reason for his/her absence.
B. For medical examination, treatment or evaluation of non-elective, necessary medical procedures.
C. Complete a sick leave request following departmental procedures.
D. For absences of more than three (3) consecutive workdays, sick leave must be documented by a medical note completed by the treating physician explaining the absence and/or inability to work. In the case of extended absences, four (4) days or more, it is the duty of the employee to contact his/her Supervisor or Department Manager on a weekly basis until he/she is cleared for return to work. The City reserves the right to require an interim medical note completed by the treating physican/report during the employee's extended absence.
E. If excessive sick leave is taken in such a way as to indicate a pattern, random or otherwise, the employee will be placed on restricted sick leave for ninety (90) days and a doctor's certificate will be required for any sick leave related absence. If there is a violation of the restricted sick leave policy, or additional incidents of absences, progressive discipline shall be applied and the employee will be placed on another ninety (90) day period of restrictive sick leave beginning on the date of the policy violation).
F. No sick leave will accrue for any week in which the employee is not in a paid status for twenty-four (24) or more hours.
G. In computing sick leave taken, all employees shall be charged one (1) hour sick leave for

each hour not worked because of illness.

H. General employees who have exhausted their accumulated sick leave and are still unable to return to work may draw against their vacation leave account. Bargaining Unit employees will follow their respective collective bargaining agreement.

I. Claiming sick leave when physically and/or mentally fit shall be cause for progressive disciplinary action, which may include the recommendation of termination of employment.

J. All general employees (or their beneficiaries in the case of death) will have payment made for unused sick leave at the rate specified in the table below for the total number of hours accumulated, but not taken, upon resigning, retirement or death. (Retirement shall include normal retirement, disability retirement or early retirement as defined in the appropriate Pension Plan.)

Continuous Years of Service	Percent of Accumulated Sick Leave
Less than 5 full years	0%
More than 5 full years, but less than 10 full years	25%
More than 10 full years	50%
Upon retirement from the City	50%

05. Emergency Cash-In of Vacation and/or Sick Leave Time

- Employees faced with sudden extraordinary circumstances of hardship who have accrued vacation leave hours are eligible to request emergency cash in lieu of vacation. If approved, employees may convert up to one hundred and twenty (120) hours to cash (less applicable deductions) provided they have forty (40) hours remaining in their vacation leave bank after the cash-in. Conversions must be done in increments of eight (8) hours.
- Employees who do not have enough vacation leave hours may consider including sick leave hours. Sick leave hours cash-in will be calculated at fifty percent (50%) of the employee's hourly rate. The total of vacation and sick leave hours may not exceed eighty (80) hours and vacation hours must always be used before sick hours. Payment for sick leave hours may only be granted provided that they have eighty (80) hours remaining in their sick leave bank.
- A request must be made in Neogov eForms outlining the emergency, including supporting documentation. A committee comprised of the City Manager, Finance Director and Human Resources Director will then review the request and approve the requested hours in total or modified as they see fit. This benefit can be used only once each fiscal year. At the discretion of the City Manager, the time limit rule may be waived if there are exigent circumstances.

06. Bonus Hours

This policy establishes a wellness program designed to minimize time lost on the job and to help reduce the City's overall health insurance expenses. The City recognizes that employees occasionally suffer from injuries or illness necessitating the use of paid sick leave time off. However, this program provides incentive to reward those employees who use sick time responsibly.

Accrual

A. General/full-time employees are covered by this policy are eligible to receive ten (10) bonus hours for continuous attendance at work at the completion of each calendar quarter that the employee has not used sick time, FMLA leave timecoded as sick time, or family sick during the previous quarter, nor has been absent from work or on leave other than those paid leave categories recognized in this document. Bargaining Unit employees will follow their respective collective bargaining agreement.

B. Bonus hours shall be counted as vacation leave and subject to the provision set forth for use of vacation leave.

07. Leave With Pay

Jury Duty/Witness Fees:

In order to receive pay for jury duty supporting documentation must be submitted to payroll within two (2) weeks of the date the jury duty was served. If the appropriate documentation is not received, time away from the office will be charged as vacation leave. If no vacation leave is available employee will be coded as excused absence without pay.

Leave with pay may be authorized in order that general employees may serve required jury duty or a subpoena issued by a court of law to appear as a witness on cases relevant to the City, provided that such leave is reported in advance to the Department Director. In order for the employee to receive his/her regular pay for such leave the employee must deposit the money which he/she receives for jury duty or as a witness with the City Finance Department for those hours that coincide with his/her regular workhours, unless otherwise provided by law. Employees can keep only travel expense monies. Employees subpoenaed as witnesses in cases unrelated to City business may take vacation leave in order to receive pay.

All pay granted under this section must be approved by the Department Director.

Military Leave:

Reserve Training: All employees in the City service who are members of military reserve units and who must attend annual training sessions are entitled to a leave of absence granted as a matter of legal right under the provisions of Florida Statute 115.07 not to exceed 240 working hours per fiscal year in order that these employees may fulfill their military obligations.

Active Duty: All employees who are reservists and are ordered to active military duty shall continue to receive full City pay for the first thirty (30) days of active duty and thereafter shall receive supplemental pay from the City, in an amount necessary to bring their total compensation, inclusive of their base military pay, to the level earned at the time they were called to active military duty.

The City will continue to pay the eligible employee's portion of health, dental and life insurance premiums and the City's pension contribution. If an employee has dependent insurance coverage, the Finance Department will consider this in determining the amount of supplemental pay so that the dependent insurance premiums can be paid prior to the

supplemental check calculation. The employee's pension contribution will also be made prior to the supplemental check calculation. If the supplemental pay is not sufficient to pay the dependent coverage, the employee will be responsible for sending the City a check to cover the dependent premium. The employee will also be responsible for making arrangements for any other benefit premium or other deduction.

Continued Service: Unless the person provides the City with written notice that they do not plan to return to employment with the City, no break in service will occur during the period of active duty and the employee with continue to accrue service for purposes of seniority and pension eligibility.

Workers' Compensation:

Whenever an employee is unable to work in their position for a period of no more than seven (7) calendar days because of a workplace injury determined to be compensated under the provisions of the Worker's Compensation Act, he/she shall be entitled to full regular pay. If the employee is unable to work for a period that is greater than seven (7) calendar days, the employee will be eligible to receive compensation up to an amount equal to the difference between his/her worker's compensation check and his normal net take home pay up to three (3) months. In no case will the salary supplement be extended beyond the three (3) months from the date of injury, unless approved by the Human Resources Director.

At the end of the three (3) months, or sooner, the Risk Manager will review the medical note from the employee's authorized workers' compensation treating physician for a determination of pay status. If the authorized medical note justifies temporary total disability, the supplement continuation will be granted. If the continuation of the salary supplement is granted, it shall continue at the same rate as defined above for up to an additional three (3) months. In no case will the salary supplement be extended beyond six (6) calendar months from the date on which the salary supplement began.

After three (3) months from the date of injury, the injured employee may elect to receive accrued sick leave and after exhausted, vacation leave, in accordance with his/her regular hourly wage, to the extent that his/her combined sick leave or vacation leave, and workers' compensation benefits equal his/her regular weekly net take home salary. The employee must contact the Risk Manager and Payroll to qualify for the combined check.

It is incumbent on the employee to make application for disability in accordance with the pension plan he/she is a member of, or the insurance plan he/she is covered under. Failure to do this automatically cancels the additional City benefits.

If the appropriate disability plan denies the claim, the additional City salary supplement benefit will be canceled. If the appropriate disability plan accepts the claim, the salary supplement will be canceled after issuance of the disability pension check or at the end of the time duration outlined above, which ever comes first.

If an employee who is receiving Worker's Compensation payment along with City supplement, sick or vacation leave, is found to be working or receiving compensation for his/her services elsewhere during this period, he/she will be required to reimburse the City for all medical expenses and supplement sick or vacation pay taken and be subject to termination.

Anti-Retaliation:

The City may not terminate or threaten to terminate, "intimidate or coerce" employees who have filed a valid claim or attempt to file for Worker's Compensation benefits. See Florida's Workers Compensation Law specifically Section 440.205, Florida Statutes.

Compassionate Leave:

In the event of the death of the mother, father, child, foster parent, foster child, brother, sister, husband, wife, domestic partner, son, daughter, son-in-law, daughter-in-law, grandparent, grandchild, mother-in-law, or father-in-law of a general employee, the employee shall be entitled to paid compassionate leave not to exceed twenty-four (24) hours for any one death. However, if it is necessary for the employee to leave the State in connection with the interment of the deceased, forty (40) consecutive work hours shall be allowed. In order to receive pay for compassionate leave, employees must submit proof of death to payroll within two (2) weeks of the date they returned from compassionate leave. If the appropriate documentation is not received, time away from the office will be charged as vacation leave, until such time that the appropriate documents are submitted to payroll. If no vacation leave is available, employee will be coded as excused absence without pay. The City Manager may grant additional leave under this section when he/she deems it appropriate. Bargaining Unit employees will follow their respective collective bargaining agreement.

08. Leave of Absence

A general employee may be granted leave of absence without pay for a period not to exceed six (6) months for sickness, disability or other good and sufficient reasons that are considered to be in the best interest of the City. Requests must be in writing. A leave of absence without pay of up to thirty (30) calendar days can be approved by the employee's Department Director and the Human Resources Director. A leave of absence in excess of thirty (30) calendar days must be approved by the City Manager. Employees that are on approved leave of absence without pay will be responsible for paying all their benefit premiums, e.g., insurance, etc.

Leave of absence without pay will not be granted in order to accept employment with another employer. If granted, leave of absence without pay may subsequently be withdrawn and the employee recalled to service. All employees on leave of absence without pay are subject to applicable provisions of these rules. There will be no accrual of sick leave, vacation leave or seniority during a leave of absence without pay exceeding thirty (30) days

Employees who are in a personal disability status and not working will have their positions held for a maximum of six (6) months from the date of injury or illness.

Employees may request sick leave, vacation leave or an unpaid leave of absence for time away from the job.

09. Family and Medical Leave Act (FMLA)

Family and Medical Leave Act (Federal Government Family and Medical Leave Act of 1993; 29 CFR Part 825, as amended January 16, 2009).

Eligible employees are entitled to take leave from work for qualified reasons pursuant to the Federal Regulations of the Family and Medical Leave Act (FMLA). Human Resources will provide employees with information on FMLA and the required forms, when needed.

Employees granted leave under FMLA are required to use accrued compensatory time, sick leave, and vacation (in this order)while on FMLA. The accrued paid leave used will be considered FMLA-protected leave and counted against the FMLA leave entitlement. Accrued sick leave used while on FMLA leave will be counted against bonus hours eligibility.

When medically necessary, an employee may take leave intermittently or on a reduced leave schedule for his/her own serious health condition or that of a family member. Intermittent or a reduced leave schedule is not available for the birth and care or placement of a child.

Employees on FMLA who have exhausted their sick and vacation accruals may be eligible for donated leave time from City employees per their respective department and if they did not utilize Short Term Disability (STD)

For more information related to FMLA employees may contact Human Resources by phone or email at FMLA@bbfl.us.

Anti-Retaliation:

The City is prohibited from retaliating against covered employees under FMLA by preventing the employee's exercise of, or even employee's attempt to exercise, their FMLA right.

The City is prohibited from discriminating or retaliating against an employee or prospective employee for having exercised or attempted to exercise any FMLA right.

The City cannot discharge or in any other way discriminate against any person, whether or not an employee, for complaining about any unlawful practice under the FMLA.

The City is prohibited from firing or in any other way discriminating against any person, whether or not an employee, because that individual has:

- Submitted a FMLA-related charge or complaint;
- Provided, or is about to provide, any information related to the inquiry or proceeding relating to any right under the FMLA; or
- Testified, or is about to testify, in any FMLA-related inquiry or proceeding

10. Paid Parental Leave

An employee who has worked for the City for at least twelve (12) months and who has worked at least one thousand two hundred fifty (1,250) hours in the preceding twelve (12) months is eligible to request Paid Parental Leave. The employee shall be granted up to four (4) weeks of Paid Parental Leave pursuant to the City's policy.

Requests for leave under Paid Parental Leave must be submitted in writing on the designated form to the Human Resources and Risk Management Department. Leaves under Paid Parental Leave are approved by the Director of Human Resources and Risk Management and the City Manager or their designee.
For more information regarding Paid Parental Leave, contact the Human Resources and Risk Management Department.

11. Retirement Benefit

Procedures for retirement and the benefits available to employees in conjunction with retirement are as set forth in the pension plan applicable at the time of retirement.

V. PROFESSIONAL DEVELOPMENT

01. Professional Career Training

Any employee may be afforded leave with pay to attend an authorized program, provided that such training will considerably improve the employee's job knowledge and substantially increase his/her efficiency. (See Section IV. Benefits, 05. Leave With Pay, G. Authorize Training Leave)

1. In the event the course is not successfully completed, employees granted leave under this rule shall reimburse the City for one-half the cost of such training course.

2. If the employee leaves the City service within one (1), full year after completion of such training, he/she shall reimburse the City for the total cost of such training course if the City Manager requires it.

02. Tuition Assistance

Employees who are eligible to participate in this program are full time, non-probationary, unrepresented (General) employees and full-time, non-probationary employees covered under the SEIU Blue Collar or White Collar Collective Bargaining Agreement. Employees who have entered the DROP pursuant to a City pension plan are not eligible to participate in this program. Employees must be "in good standing" with the City at the time of application through the time of reimbursement in order to receive reimbursement through this program.

Employees must refer to the Tuition Assistance Policy No. 05-003 for more information pertaining to the tuition Assistance. All forms needed to enroll and apply for assistance can be found on Neogov in eForm.

VI. DISCIPLINE

Verbal Coaching or other instructive verbal communications will not consitute discipline. Verbal Coaching or other instructive verbal communication may be used to establish that an employee knew

or should have know that the performance, work habits, or behavior was not appropriate.

01. Disciplinary Actions

The City of Boynton Beach is committed to recruit, train, and retain, qualified employees who will contribute to the City's mission.

The success of City government in providing quality and efficient public services directly correlates with appropriate employee conduct and performance. Employee behavior that is positive and supportive of the goals of effective municipal management is fully encouraged.

When an employee's conduct or performance is inconsistent with the needs and goals of the City, disciplinary actions up to and including termination can occur. Progressive discipline is suggested when circumstances support its use. In proper cases, termination may immediately occur.

No employee shall be disciplined or discharged without reasonable cause.

1. Counseling and written notices should be utilized as an element to motivate employees to choose behavior conducive to an individual's growth, development and most importantly, to insure the successful operation of the City and its services. However, in certain circumstances, punitive discipline actions will be necessary. There is no "fixed formula" for discipline, Management reserves the right and prerogative to make disciplinary decisions based on repeated occurrences of varying incidents, past performance, or severity of the incident.
2. Although progressive disciplinary actions are encouraged, when circumstances support such use, the severity of misconduct and the circumstances shall determine the nature of the discipline.
3. The level of misconduct may differ in individual cases from apparently similar incidents. The City retains the right to treat each occurrence on an individual basis without creating a precedent for situations that may arise in the future. This case-by-case method is designed to take individual circumstances and/or mitigating factors into account. These provisions are not to be construed as a limitation upon the retained rights of the City, but are to be used as a guide.
4. The failure of immediate supervisors to document and/or take disciplinary actions for misconduct, or the failure to forward the completed disciplinary documents to Human Resources, shall serve as grounds for disciplinary action.

Examples of Misconduct
The following represents employee noncompliance with rules, regulations, policies, practices or procedures of the City or are prohibited by law. Each incident shall be considered on a case-by-case basis.

Misconduct
Infractions for Misconduct require corrective action. The discipline for Misconduct infractions is normally:

1st Infraction – Written Counseling
2nd Infraction – Written Notice
3rd Infraction – Suspension Without Pay or Termination

Examples of Misconduct include, but are not limited to:

- Conduct unbecoming of a City employee
- Abuse of sick leave privileges, sick leave policy or excessive absenteeism

- Failure to notify Department and/or Human Resources of current address and telephone number within ten (10) calendar days of change
- Failure to report any outside employment
- Poor quality of work
- Failure to provide name and official title to any person requesting same when performing work related duties
- Abuse of personal privileges, including the extension of lunch or break periods
- Abuse of attendance policy, including late for work without reason.
- Smoking in prohibited areas
- Unauthorized solicitation, posting of material, or non-productive behavior
- Loitering
- Inattention to job duties
- Careless use of vehicles or equipment
- Failure to use all safety restraints when riding in or operating a City vehicle
- Failure to wear and/or use prescribed uniforms or equipment.
- Disregard of safe work procedures

NOTE:

All types of Misconduct will be cumulative to determine the appropriate disciplinary steps. Once a Misconduct infraction has occurred, any subsequent Misconduct infraction will result in the next level of disciplinary action.

Misconduct 1st and 2nd infractions will expire, with regard to the progressive nature of this policy, 12 months from the date of issue, but will remain in the employee's file. Once an employee has progressed to a 3rd Misconduct infraction, Suspension Without Pay, another Misconduct infraction within 12 months of the date of issue for the 3rd infraction will normally result in termination.

If serious misconduct or extreme misconduct has occurred previously, there will be faster progressive action.

Performance Improvement Plan

The purpose of Performance Improvement Plan is to monitor employee performance, with an evaluation of performance being made every 30 days. The employee must demonstrate immediate and sustained improvement in their performance throughout the 90-day evaluation period or face terminsation. It is the responsibility of each employee to perform at a minimum level of "Meets Standards".

Serious Misconduct

Infractions for Serious Misconduct are serious in nature, but the first infraction, by itself, may not be grounds for termination. The discipline for Serious Misconduct is normally:

1st Occurrence -	**Written Notice or Suspension Without Pay**
2nd Occurrence -	**Suspension Without Pay or Termination**
3rd Occurrence -	**Termination**

Examples of Serious Misconduct include, but are not limited to:

- Inappropriate use of City resources, time or equipment
- Inappropriate or disorderly conduct

- Making offensive remarks; use of abusive, profane or sexually graphic language
- Failure to work required overtime assignments, special hours, special shifts or unavailability during stand-by status
- Sleeping on the job
- Absent without calling in to the department within thirty (30) minutes before shift start time
- Disrupting or hindering departmental operations
- Outside employment which conflicts, interferes or otherwise hampers the performance of the employee in the City job.
- Inefficiency or incompetence in the performance of assigned duties may result in demotion or disciplinary action up to and including termination. Examples of poor performance shall include failure to provide responsive, courteous, high quality customer service or repeated failure to support team goals and contribute to team success.
- Refusal to perform assigned duties and responsibilities.

NOTE:

All types of Serious Misconduct will be cumulative to determine the appropriate disciplinary steps. Once a Serious Misconduct infraction has occurred, any subsequent Serious Misconduct infraction will result in the next level of disciplinary action.

Once an employee is issued a Written Notice for Serious Misconduct, they are ineligible to receive a salary increase (including lump sum payments), promotion, or to apply for jobs within the City for a period of six (6) months or based on respective Department Director's discretion.

Serious Misconduct infractions will remain active, with regard to the progressive nature of this policy, for the duration of employment with the City. If misconduct or serious misconduct has occurred previously, there will be faster progressive action. Bargaining Unit employees will follow their respective collective bargaining agreement.

Extreme Misconduct

Infractions for Extreme Misconduct are very serious in nature and normally result in immediate termination without prior warning.

The discipline for Extreme Misconduct is normally:

1st Occurrence - Suspension Without Pay or Termination
2nd Occurrence - Termination

Examples of Extreme Misconduct include (but are not limited to):

- Failure to report an on-the-job injury or accident within 24 hours to immediate supervisor
- Supervisor's failure to report an employee's on the job injury to Risk Management within 24 hours and/or completion of necessary documentation
- Violent acts or threats of violence
- Operating a City vehicle or equipment without a required and valid driver's license
- Job Abandonment
- Insubordination
- Possession of a firearm or concealed weapon on City property or while performing official City duties, (excluding law enforcement officers)

- Gambling during work hours
- Suspension or revocation of any required job-related licenses or certifications.
- Disruption of the workplace
- Willful spoilage, destruction or waste of City property or resources
- Unauthorized personal use of City equipment or funds

- Conducting personal and/or private business on City time; improper use of City time for such activity
- Violation of City security regulations and policies
- Theft or removal of City property without proper authorization
- Falsifying documentation
- Soliciting or accepting an unauthorized fee or gift or failure to comply with Chapter 112, Florida Statutes
- Giving false information, or failure to fully cooperate or provide full, truthful information in City initiated investigations
- Possession, use or sale of illegal drugs, alcohol or prescription medication which alters the employee's performance on the job; or any confirmed positive drug test
- Possession or use of alcohol while on duty; or reporting to work under the influence
- Refusal to submit to a City required drug or alcohol test
- Falsifying or attempting to falsify a City-ordered drug test
- Violation of the City's Harassment policy
- Conviction of a felony (including non-work related)
- Unauthorized disclosure of confidential information
- Refusal to participate, if offered, in a drug/alcohol rehabilitation program
- Abuse of other department procedures and work rules
- Fighting on the job or engaging in any intentional act which may inflict bodily harm on anyone
- Falsifying employment application or concealing information during pre-employment screening or processing

Procedure for Disciplinary Action

1. When immediate supervisors become aware of evidence of the need for employee discipline, they become responsible and shall investigate the circumstances of the misconduct or lack of performance prior to deciding upon the type of disciplinary action to be recommended or taken. Documentation of the discipline investigation or of the conduct shall be required on the part of the immediate supervisor in order to establish appropriate records. The Director of Internal Investigations and Accountability will be available to assist Human Resources in such investigations. In cases where investigations of a more substantial nature are required, the following types of administrative review shall be administered.

    a. Administrative Review: Investigations of non-criminal violations conducted in the absence of immediate or conclusive evidence involving any City employee, with the exception of Police Department employees. These investigations shall be conducted

by the Director of the Internal Investigations of Ethics and Accountability, who shall obtain all sufficient information, including documentation and/or sworn statements, in order for Human Resources to determine the necessity or level of disciplinary action. Human Resources will review the information to determine the level of discipline to be issued.Administrative investigations shall be conducted expeditiously. Verbal counseling and written counseling will not be subject to administrative review by Human Resources.

b. Criminal Investigations: Investigations conducted when criminal violations are reportedly committed by any employee of the City. These investigations shall be conducted by the Police Department, in collaboration with the Department Director of the involved employee.

2. In instances where an investigation of serious, unlawful or other extreme misconduct is necessary, administrative and/or criminal investigations shall be conducted prior to the effective date of the disciplinary action.

3. A recommendation for disciplinary action by the Human Resources Director or designee may result from the findings of an investigation. If disciplinary measures are not recommended after the investigation, the suspension with pay period shall not be construed as disciplinary in nature. A document confirming a favorable determination as to the matter should be made a part of the employee's record.

Types of Disciplinary Action:

1. **Written Counseling** - Consists of the immediate supervisor warning the employee to correct or improve performance, work habits, or behavior, and counseling the employee on improvements expected. Written Counseling serves as a warning against further repetition of employee behavior. Further violations will result in discipline up to and including termination.

   Written Counseling doucmentation must be completed by the supervisor and reviewed by Human Resources before issuing to the employee. The supervisor will present the documentation to the employee and employee is required to sign the Written Counseling Documentation acknowleding that he/she has read and discussed the contents with the supervisor. The signed Written Counseling Documentation must be forwarded to Human Resources for retention in the employee's records, with a copy provided to the employee. The supervisor may request that the employee complete a written action plan to correct the behavior. Employees may submit comments for inclusion in the record.

2. **Written Notice** - Consists of an immediate supervisor issuing a written notice to improve performance, work habits or behavior. A written notice should include a complete description of the incident(s) of misconduct, inappropriate behavior, work habits or performance which requires improvements; previous records of discussion; a time frame within which the employee must correct or improve his/her behavior; and a warning that future violations will result in further disciplinary actions up to and including termination.

   Written notices shall be signed by the employee to acknowledge receipt and forwarded to the

immediate Supervisor and the management witness and forwarded to Human Resources for retention in the employee's records, with a copy provided to the employee. The employee signature does not constitute agreement with the contents. Employees may submit comments for inclusion in the record. The employee may be required to complete a Performance Improvement Plan for correction of the behavior.

3. **Suspension Without Pay** - Consists of an employee being prohibited from returning to work until his/her specified period of suspension has passed. Suspensions without pay shall be used when an employee is removed from the job due to misconduct or unlawful behavior, or when instances, of progressive discipline, support a suspension without pay for a specified period of time.

    a. With the written authorization of the Department Director,Human Resources, and the City Manager or designee, immediate supervisors have the authority to issue a suspension without pay for two (2) working days or less.
    b. All other suspensions without pay beyond two (2) working days require prior concurrence by Human Resources, review by the City Attorney's Office and authorization by the City Manager's Office.
    c. Employees being suspended without pay shall be notified in writing by department leadership and/or human resources . The written notification shall consist of the reason for the action and the duration of the suspension without pay. It shall also include a statement that future violations will result in further disciplinary actions up to and including termination.
    d. Employees may submit comments for inclusion in the record. Written notification of a suspension shall be signed by the suspended employee acknowledging receipt of the written notification, and forwarded to Human Resources for inclusion in the employee's records, with a copy provided to the employee, the Department Director, and one to the Finance Department for payroll purposes.

4. **Termination** - Termination is a result of an employee's involuntary dismissal which severs the employment relationship. At such time all employee benefits cease, except as otherwise provided by law. Immediate supervisors must supply thorough documentation and discuss recommendations for an employee's dismissal with his/her chain of command and Human Resources. Upon receiving a written recommendation from the supervisor, the Department Director shall submit the documentation to Human Resources. Dismissals shall be effected only with the concurrence of Human Resources, review by the City Attorney's Office and authorization by the City Manager.

A written notice of recommended termination shall be given to the employee in person. However, after two (2) unsuccessful attempts to deliver the notification, the notice shall be sent via U.S. mail to the most recent address on record in the Human Resources file. The recommendation shall include the following information:

a) The underlying reasons for the recommended termination.
b) Documentation upon which the Department Director relied in formulating said recommendation.
c) An explanation of the employee's rights to request a Predetermination Hearing prior to termination taking effect and the fact that the decision of the City Manager shall be final.

The dismissal recommendation and the City Manager's final decision shall be placed in the employee's Human Resources file, and a copy shall be forwarded to the employee and his/her Department Director. The employee may submit comments for inclusion in his/her Human Resources file.

Probationary employees who have not successfully completed the established probationary period shall be subject to dismissal without cause, after review by Human Resources.

At the time of dismissal, employees are required to surrender to their Department Director or designee, all City property that may be in their possession or custody and all other conditions for termination must be complied with prior to issuance of final check.

Right to Predetermination Hearing

Prior to the effective date of any suspension without pay of three (3) days or more, or a termination, the City shall conduct a predetermination hearing. The predetermination hearing shall be conducted by the Human Resources Director and the City Manager's designee. The employee shall be provided with reasonable notice of the predetermination hearing date and of the charges which are the grounds for the disciplinary action. The employee may be accompanied and assisted at the predetermination hearing by a representative of his/her choice. Prior to or at the inception of the hearing, the City shall disclose or explain the City's evidence. The employee shall be afforded the opportunity to present information in defense or mitigation to the charges brought against the employee. Following the predetermination hearing and any further investigation into issues raised by the employee in defense or mitigation of the charges, the Human Resources Director and the City Manager's designee shall sustain, reverse, or modify the disciplinary action and give the employee written notice of their action and, at the same time, establish the suspension or termination date(s) if appropriate. Information gathered before, during and after a pre-determination conference constitutes part of the City's investigation or an act of admission that can result in discipline.

Employee Appeals

1. Probationary employees shall not have the right to appeal any type of disciplinary action.
2. Regular employees may respond to discipline actions of written notice and suspensions of two (2) workdays or less with or without pay, by requesting administrative review by the Human Resources Director. Such request shall be made within ten (10) calendar days of the imposition of the discipline. The Human Resources Director shall review the disciplinary action in question and shall either sustain, reverse, or modify the disciplinary action. The Human Resources Director's disposition shall be made within thirty (30) days of the employee's request for review. The Human Resources Director's disposition is final and not subject to further review.
3. Regular employees have the right to appeal to the City Manager suspensions without pay greater than two (2) workdays or termination, by requesting a final review by the City Manager within ten (10) business days of the employee's receipt of formal notification of recommended suspension or termination. The decision of the City Manager shall be final.

02. Disposition of Criminal Charges

When a City employee is arrested and charged with a felony offense, the employee shall be placed on administrative leave without pay until final disposition of the criminal charges. An employee who is convicted of or who pleads guilty or no contest to a felony in conjunction with a plea negotiation shall be terminated from his/her employment with the City.

An employee placed on administrative leave without pay, under these circumstances, may use accrued vacation and accrued sick time during the leave period. If found innocent or if the State Attorney drops the charges, not as a result of a plea deal, the time will be reinstated.

03. Formal Grievances

The City shall strive to anticipate and avoid occurrence of valid complaints or grievances, and to deal promptly with any that may arise. Counseling documents and Performance Evaluations cannot be grieved. Except where there is an acceptable reason for not doing so, all grievances will be handled and transmitted through supervisors in the following order, according to the department's chain of command:

- Immediate Supervisor
- Department Director
- Human Resources Director or his/her designee

The primary purpose of this grievance procedure is to determine what is right rather than who is right. This process should be considered a "last resort" alternative to resolving conflicts of compensation, benefits or working conditions as identified in this document. Free discussion between employees and supervisors will lead to better understanding of practices, policies and procedures that affect employees. Discussion will serve to identify and help eliminate conditions that may cause misunderstandings and grievances. This purpose is defeated if a spirit of conflict enters into the consideration of a grievance. Supervisors and employees alike must recognize the true purpose of the grievance procedure if it is to be of value in promoting the well being of the City.

The Human Resources Director shall establish rules for the processing of grievances. Rules may be amended from time to time, but should have as their objective the prompt and efficient disposition of a grievance. Grievances are to be initiated by employee within ten (10) days of the event giving rise to the grievance, or the grievance is waived. Once initiated the time sequence for review and response to the employee should not exceed twenty (20) working days. The decision of the Human Resources Director regarding disposition of the grievance is binding and not subject to further review.

Time limits have been established in the interest of prompt adjustment of grievances. They may be extended within reason through the written mutual consent of both parties involved. It is the spirit of this procedure that all grievances be settled quickly and fairly without any subsequent discrimination against an employee who may seek to adjust a grievance, real or imagined and without any recrimination on the part of the employee with regard to his/her superiors.

VII. RESIGNATION / TERMINATION

01. RESIGNATION

Resignation is the separation of an employee from the City service through the submittal of a written notice expressing a desire to resign. The employee wishing to leave the City service in good standing shall notify his immediate supervisor at least two (2) weeks before leaving, stating the date the resignation is to be effective and the reason for leaving. The City reserves the right to accept the

resignation on the day it is submitted if deemed appropriate by the Department Director. Employees on employment letters shall provide thirty (30) days' notice. Failure to provide sufficient notice may be cause for denying such employee re-employment by the City.

Department Heads shall immediately forward the notice of resignation to Human Resources so that an e-form can be completed and the separation process can begin.
Resignation includes those employees who do not retire under the City's General Retirement Fund or the Fire and Police Retirement Fund, but who do retire under either the 401(a) or 457 plans.

Employees who terminate from City employment shall not be eligible for reemployment with the City for six (6) months following their date of termination, unless approved by the City Manager.

Unauthorized absence from work (failure to meet the assigned schedule and/or failure to notify the department as required) for a period of three (3) consecutive working days is considered job abandomnent and will be treated as a resignation with no appeal rights.

RETIREMENT

Certain City employees are eligible to join the applicable Retirement Plan. Details of said plan are contained in the City General Retirement Fund and City Fire and Police Retirement Fund Ordinances. Retirement occurs under the terms of each plan.

DISABILITY

An employee may be separated for disability when the employee cannot perform the essential functions of the job with or without a reasonable accommodation because of a physical or mental impairment and an alternate existing and vacant position for which the employee is qualified is not available. In all cases, such separations shall be supported by medical evidence acceptable to the City Manager. The City may require examinations at its expense to be performed by health care providers of its choice. Such examinations may include physical and or medical evaluations, as well as the completion of current medical history reports. An employee's application for benefits under the Long Term Disability policy and approval for such benefits constitutes an inability to perform the essential functions of the position with or without reasonable accommodation and shall result in termination of employment. Employees unable to return to work from workers' compensation leave within six (6) months will be separated from employment where an alternate existing and vacant position for which the employee is qualified is not available.

DEATH

Separations shall be effective as of the date of death. All compensation due to the employee as of the effective date of separation shall be paid in accordance with Florida Statute 222.15 (1) to the surviving spouse, if any. If there is no spouse, to the children over the age of 18. If there are no such children, to the mother or father. If there are no such relatives as stated, the City will accept letters of administration issued by the probate judge to determine the proper payee.

Department Heads shall forward the notice of resignation to Human Resources so that an Employee Activity Report (EAR) can be completed immediately upon receiving the resignation.

Unauthorized absence from work (failure to meet the assigned schedule and/or failure to notify the department as required) for a period of three (3) consecutive working days is considered job abandomnent and will be treated as a resignation with no appeal rights.

Termination or Severance Pay

There is no termination or severance pay, except payment for accumulated sick and vacation time as otherwise provided herein, however, some individual letters of employment may include severance pay provisions.

02. Lay Off

Employees selected for lay off will be at the City Manager's discretion in consultation with the department head and the Human Resources Department.

By the direction and authority of the City Manager, an employee or employees may be laid off when deemed necessary by reason of shortage of funds, lack of work, the elimination of the position, or other material changes in the duties or organization, or for related reasons which are outside the employee's control and which do not reflect discredit upon the service of employees. The duties performed by any employee laid off may be reassigned to other employees already working who hold positions in appropriate classifications.

VIII. APPENDIX

01. DEFINITIONS

The following words and terms shall have the meaning indicated unless the context clearly indicates otherwise:

ADMINISTRATIVE REVIEW means review of the disciplinary action in question; after which, the Human Resources Director shall either sustain, reverse, or modify the disciplinary action. The disciplinary actions which qualify for Administrative Review include, reprimands, suspensions with pay, demotions, and suspension without pay of two (2) workdays or less

ALLOCATE the act of assigning each position to its proper class.

ANNIVERSARY DATE an employee's date of hire or re-hire, whichever is later.

APPEAL a request for an administrative review by the Human Resources Director or a final review by the City Manager, depending upon the severity of discipline.

CERTIFY the act of the Human Resources Director in supplying a department head with the names of applicants who are eligible for appointment to a position.

CLASS a position or group of positions which have similar duties and responsibilities, require similar qualifications, can be properly designated by a title, indicative of the nature of work, and are assigned to the same pay range.

COMPENSATORY TIME time taken off in lieu of overtime pay for hours worked in excess of the maximum for the (non-exempt) employee's work period as set forth in the FLSA

CONTINUOUS SERVICE employment which is uninterrupted.

CONTRACT EMPLOYEE an employee hired by direct Letter of Employment from the City Manager.

DEMOTION the assignment of an employee to a position in a lower class having a lower maximum salary than the position from which the assignment is made.

DEPARTMENT Operating Department, unless specifically referred to as Human Resources Department.

DISMISSAL the discharge of an employee from his/her position with the City. The terms termination and dismissal are interchangeable.

ELIGIBLE a person who has been found qualified for appointment to a position in a particular classification.

EEOC the Equal Employment Opportunity Commission.

EXAMINATION any selection instrument used to measure the relative knowledge, skills, and abilities for candidates competing for positions; such as,evaluations of training and experience, performance tests, oral interview, written tests, and previous performance evaluations.

FULL-TIME EMPLOYEE an employee who is scheduled to work a minimum of 36 hours per week.

GRIEVANCE formal notice of dissatisfaction by an employee with permanent status who feels they have been unjustly treated in cases involving employment conditions.

JOB TITLE a definite descriptive designation for a job classification.

LAY OFF the dismissal from employment because of shortage of work or funds, the abolishment of

a position, consolidation of departments or divisions, privatization, reclassification or reorganization.

OVERTIME PAY pay for non-exempt employees who are authorized and directed to work in excess of 40 hours in a seven (7) day workweek.

PAY RANGE a salary range established by the City Commission with a minimum and maximum base salary.

PART-TIME EMPLOYEE an employee who is scheduled to work less than 36 hours per week.

POSITION a group of duties and responsibilities requiring the full or part-time employment of one person. A position may be occupied or vacant.

PROBATIONARY EMPLOYEES any employee who is currently serving in a new position either by appointment, promotion, demotion, or reclassification, and has not completed his/her probationary period.

PROBATIONARY PERIOD a period of six (6) months for any newly hired employee. If a new hire employee fails to meet standards during the probationary period, he/she is subject to discharge, demotion, or suspension without warning or statement of cause. Promoted, demoted or transferred employees have a six (6) month probationary period.

PROMOTION the assignment of an employee to a position in a higher class having a higher maximum salary than the position from which assignment is made.

REGULAR STATUS an employee who has completed a probationary period. New hires are considered probationary and cannot move to another postion until their six (6) month probationaly period is completed.

SUSPENSION the separation with or without pay of an employee for a period of time.

TEMPORARY EMPLOYEE an employee holding a position other than regular full-time or part-time for a specified period of time.

TEMPORARY POSITION all positions that are not designated regular.

TERMINATION the discharge of an employee from his or her position with the City. The terms termination and dismissal are interchangeable.

UNION EMPLOYEE an employee whose position is covered by a collective bargaining agreement and who has terms and conditions of their employment covered by that agreement.

VACANCY a position existing or newly created, which is not occupied.


CITY OF
BOYNTON
BEACH

CITY OF BOYNTON BEACH, FLORIDA
ADMINISTRATIVE POLICY MANUAL

CHAPTER: **Policy No.**

SECTION: **Page:**

SUBJECT: Drug Free Workplace Policy

PURPOSE AND SCOPE

This policy establishes the City's commitment to maintaining a drug-free workplace in compliance with section 440.102, Florida Statutes, and Florida Administrative Code 59A-24, which are adopted by the City by reference. The City recognizes that substance abuse poses significant health, safety, and security risks to employees, visitors, and the community we serve.

POLICY STATEMENT

The City prohibits the use, possession, distribution, dispensation, manufacture, or sale of illegal drugs, unauthorized controlled substances, alcohol, or drug paraphernalia on City premises, in City vehicles, or while conducting City business. Employees must not report to work or remain at work while under the influence of alcohol or drugs that impair their ability to perform job duties safely and effectively.

TESTING CIRCUMSTANCES

The City may require drug testing under the following circumstances:

- Pre-employment
- Reasonable suspicion
- Post-accident or injury
- Follow-up testing after completion of a rehabilitation program
- Random testing for safety-sensitive positions
- Fitness for duty

IMPAIRED EMPLOYEES

An employee reporting for work visibly impaired shall be considered unable to perform the required duties properly and will not be allowed to work. If possible, the supervisor should first seek another supervisor's opinion of the employee's condition. Then the

supervisor, together with a representative from the Personnel Department, should consult privately with the employee to rule out any problem(s) that may have been caused by prescription drugs.

If, in the opinion of the supervisor and a representative of the City Manager's office, the Personnel Director, or their department representative, the employee is considered impaired, the employee should be sent home after drug testing by a medical facility. Transportation shall be arranged by taxi or other safe transportation alternative, depending on the determination of the observed impairment, accompanied by the supervisor or another employee if necessary. An impaired employee shall not be allowed to drive. The prescribed test direction form shall be completed by the supervisor.

When an off-duty employee is called back to work and that employee has consumed alcoholic beverages within four (4) hours, that employee shall disclose such use and decline callback. An employee shall not be disciplined for refusing to respond to a callback when such employee has a reasonable belief that they could not pass an alcohol blood level test. Employees who are on standby may be subject to a callback and should not engage in social drinking, and may not decline a callback without being subject to discipline.

PRESCRIPTION MEDICATIONS

Prescription drugs prescribed by the employee's physician may be taken during working hours. The employee shall notify the supervisor if the use of properly prescribed drugs will affect the employee's work performance. Abuse of prescription drugs will not be tolerated.

CONSEQUENCES OF POLICY VIOLATIONS

Refusal to Test

a. An employee who refuses to submit to a drug test will be subject to discipline, up to and including termination. The employee will also forfeit eligibility for all workers' compensation medical and indemnity benefits.

b. A job applicant who refuses to submit to a drug test will not be hired.

Positive Test Results

The City may institute disciplinary action, up to and including termination, for any employee with a positive, confirmed drug test.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The City provides an Employee Assistance Program (EAP) that offers confidential assessment, counseling, and referral services for employees dealing with substance abuse issues.

It is the responsibility of the City's supervisors to counsel with an employee whenever they see changes in performance that suggest an employee problem. The supervisor may suggest that the employee voluntarily seek help from the EAP or decide that the severity of the observed problem is such that a formal referral to the EAP should be made.

An employee's voluntary decision to seek assistance from the EAP prior to any incident warranting disciplinary action will not be used as the basis for disciplinary action or in any disciplinary proceeding.

On the other hand, using the EAP will not be a defense to the imposition of disciplinary action where facts establishing a violation of this policy are obtained outside of the EAP. Accordingly, the purpose and practices of this policy and the EAP are distinctly separate in their applications.

CITY-SPONSORED EVENTS EXCEPTION

This policy shall not apply to City-sponsored events at which alcohol may be served. "City-sponsored events" means official functions organized, funded, and approved by City administration or the City Commission that are held for ceremonial, celebratory, or community engagement purposes. These include official functions such as annual employee recognition ceremonies, retirement celebrations, holiday parties, community festivals or celebrations where the City is the primary organizer, ribbon-cutting ceremonies, economic development events, and official receptions for dignitaries or special guests. All employees are expected to consume alcohol responsibly at such events and arrange for safe transportation if alcohol is consumed.

CONFIDENTIALITY

All information, interviews, reports, statements, memoranda, and drug test results shall be kept confidential to the extent permitted by Florida law.

METHOD(S) OF REPORTING

An employee can report a violation of this policy to the Office of Internal Investigations and Accountability (OIIA) at https://bbfl.uat.caseiq.app/portal. This allows employees to report concerns online, by phone, or through email.

PREVAILING AUTHORITY

This policy is intended to comply with section 440.102, Florida Statutes, and Florida Administrative Code 59A-24. In the event of any conflict between this policy and applicable Federal, State, or local laws or regulations, including but not limited to section 440.102, Florida Statutes, and Florida Administrative Code 59A-24, the provisions of such laws or regulations shall control and take precedence. Any provision of this policy found to be contrary to or inconsistent with applicable law shall be deemed modified to the extent necessary to comply with such law.

The City reserves the right to modify this policy at any time to maintain compliance with changes in applicable laws and regulations.

CONFLICTS

In the event of any conflicts between this policy and a collective bargaining agreement, the terms of the collective bargaining agreement shall control. Nothing in this policy shall be construed to supersede, modify, or nullify any terms and conditions outlined in a collective bargaining agreement. Where this policy provides a benefit not addressed in a collective bargaining agreement, eligible employees may still receive such benefit in accordance with this policy.

PRIOR POLICIES AND EFFECTIVE DATE

This policy is effective on the date set forth below and supersedes any previous Drug Free Workplace policies.

Effective Date: June 1, 2025

_____
Daniel Dugger, City Manager

CHAPTER 59A-24
DRUG-FREE WORKPLACE STANDARDS

59A-24.003 Definitions
59A-24.004 Drugs to be Tested/Body Specimens
59A-24.005 Collection Site and Specimen Collection Procedures
59A-24.006 Drug Testing Laboratories – Standards and Licensure
59A-24.008 Review of Test Results

59A-24.003 Definitions.

In addition to the definitions set forth in section 112.0455(5), F.S., as used in this rule chapter the following terms shall mean:

(1) "Agency" means the Agency for Health Care Administration.

(2) "Aliquot" means a portion of a specimen used for testing.

(3) "Approved Proficiency Testing Provider" means a private non-profit proficiency testing organization that meets the following requirements:

(a) Supplies a shipment of no less than 10 drug of abuse proficiency testing samples for screening and confirmation testing at least 3 times per year. Samples shall consist of a combination of negative specimens and a selection of positive specimens containing the drugs or metabolites of the substances listed in section 112.0455(5)(a), F.S.

(b) Evaluates proficiency testing sample results using statistical methods based on results obtained from participant peer group comparisons.

(c) Provides no communication with the participant laboratory regarding the drug content of the samples prior to the issuance of the proficiency testing report.

(d) Provides explanatory information to assist the participant laboratory in the interpretation of the proficiency testing results.

(4) "Collection Site" means a place owned, operated, or contracted by a laboratory licensed under this rule chapter, or a site prepared by a collector authorized under section 112.0455, F.S. and chapter 59A-24, F.A.C., where individuals present themselves for the purpose of providing a specimen or specimens to be analyzed for the presence of drugs.

(5) "Collection Site Person" or "Collector" means a person who instructs and assists donors at a collection site and who collects or receives and makes an initial observation of the specimen provided by those donors. The laboratory is responsible to ensure that the collector(s) is trained to carry out his or her responsibilities under this rule chapter.

(6) "Donor" means a job applicant or employee who present themselves to a collection site for the purpose of submitting to a drug test.

(7) "Federal Workplace Drug Testing Programs" means the Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs as contained in Volume 59, Number 110, of the Federal Register published June 9, 1994, and the criteria found in the National Laboratory Certification Program Guidance Document for Laboratories and Inspectors as published by the Substance Abuse and Mental Health Services Administration Center for Substance Abuse Prevention, August 29, 1994, each incorporated by reference herein.

(8) "Forensic Toxicology Laboratory" or "Laboratory" means a place where examinations are performed on specimens taken from the human body to provide information regarding the presence or absence of drugs or their metabolites for the purpose of promoting a drug free workplace under the provisions of section 112.0455, F.S.

(9) "Medical Review Officer" or "MRO" means a licensed physician qualified under paragraphs 59A-24.008(1)(a)-(e), F.A.C., who evaluates a donor's test result, together with his or her medical history or any other biomedical information, and makes the final determination of the donor's test results.

(10) "Prescription or Nonprescription Medication" means a drug or medication obtained pursuant to a prescription as defined by section 893.02(17), F.S., or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

(11) "Reason to Believe" means a belief by the collection site person that a particular individual intends to alter or has altered or substituted a specimen. Reason to believe includes, for example:

(a) A urine specimen temperature falling outside the specified range of 90°-100° degrees fahrenheit.

(b) Unusual urine color or signs of contaminants in the urine.

(c) A finding of contaminants on the individual.

(d) Unusual behavior or appearance by the individual.

(12) “Peer reviewed literature” includes literature approved for publication.

(13) “Run” or “batch” means an interval in which tests are performed within which the accuracy and precision of a testing system is expected to be stable. This interval shall not exceed 24 hours; nor shall it exceed the stability limits indicated by the instrument manufacturer.

(14) “Split sample” means a specimen that is divided into two separate containers, for the purpose of using one container for immediate testing and the other being tested at the donor's request if the first sample tested results in a confirmed positive test.

Rulemaking Authority 112.0455(13)(a) FS. Law Implemented 112.0455 FS. History–New 3-15-90, Amended 6-28-91, Formerly 10E-18.003, Amended 5-1-96, 3-11-98.

59A-24.004 Drugs to be Tested/Body Specimens.

(1) Notwithstanding the definition of drug in section 112.0455(5)(a), F.S., the only hallucinogen to be tested for is phencyclidine (PCP), the only synthetic narcotics to be tested for are methadone and propoxyphene, and there will be no designer drugs tested for until standard testing procedures are developed for such drugs.

(2) Body Specimens.

(a) Urine. Urine will be used for the initial test for all drugs except alcohol and for the confirmation for all drugs except alcohol.

(b) Blood. Blood will be used as the initial and confirmation specimen for alcohol.

Rulemaking Authority 112.0455(13)(a) FS. Law Implemented 112.0455 FS. History–New 3-15-90, Amended 6-28-91, Formerly 10E-18.004, Amended 5-1-96.

59A-24.005 Collection Site and Specimen Collection Procedures.

(1) Designation of Collection Sites. For urine and blood specimen collection, each laboratory, that has a contract or agreement for testing services with an employer, shall provide collection sites under contract and training for collectors, or shall provide a trained collector to collect specimens for the employer at any time designated by the employer in his contract or agreement with the laboratory. The collector shall be responsible to the laboratory for implementing collection procedures and chain of custody procedures as designated in chapter 59A-24, F.A.C. The laboratory shall provide to the collection site, or collector, specimen collection kits which, as applicable, shall contain chain of custody forms, as required by subsection 59A-24.005(2), F.A.C., mailing boxes or containers, specimen identification labels, laboratory address labels, urine specimen bottles, external temperature strips, tamper-proof plastic sealable bags and forensic tamper-proof tape to seal the specimen container(s). Kits for alcohol testing must have a 7ml blood vial that contains an anticoagulant and a preservative of sodium fluoride. Employers who do not use hair testing for their drug-free workplace program shall not be required to maintain collection facilities and personnel as described in section 112.0455(13)(b)3.a., F.S. Employers that choose to use hair as a specimen for testing shall meet the requirements found in section 112.0455(13)(b)3.a., F.S.

(2) Chain of Custody Form and Procedures. Chain of custody refers to the methodology of documenting the tracking of specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition of all such materials or substances and providing for accountability at each stage in handling, testing, storing and reporting of the test results.

(a) A chain of custody form shall be completed for each donor tested.

(b) Each laboratory licensed under these rules shall provide chain-of-custody forms to be used for each donor.

(c) All chain of custody forms shall provide a unique identifier which shall not be used to identify any other Florida Drug Free Workplace specimen. The employer is permitted to assign an employee identification number for use with each donor tested.

(d) The design of the chain of custody forms shall meet the following requirements:

1. Prominently indicate the name and address of the laboratory performing the drug test(s).

2. A section to be completed by the collector or employer respresentative that solicits the following information:

a. Employer name and address;

b. Medical review officer name and address;

c. Employee identification number;

d. Reason for the test(s); and,

e. Test(s) to be performed.

3. A section which indicates the temperature of urine specimens taken within 4 minutes of collection. This shall not be required for chain-of-custody forms for hair specimens.

4. A section to be completed by the collector that indicates the following:

a. The collection facility name, address and telephone number;

b. A designation that a split sample was or was not collected;

c. A remarks section;

d. A statement for the collector to sign incorporating the following language: I certify that the specimen identified on this form is the specimen presented to me or collected by me from the donor providing certification on Copy 4 of this form, that it bears the same identification number as set forth above, and that it has been collected, labeled and sealed in accordance with the Florida Drug-Free Workplace as found in sections 112.0455, 440.102, F.S., and chapter 59A-24, F.A.C.; and,

e. A place for the collector to print his name, a place for the collector's signature and the date and time.

5. A section to be initiated by the collector and completed as necessary thereafter that documents the transfer of the specimen for the purpose of maintaining control and accountability for the specimen. At a minimum, this section shall indicate:

a. Date of transfer;

b. Signature and name of the person releasing the specimen;

c. Signature and name of the person receiving the specimen; and,

d. Purpose of the transfer.

6. A section to be completed by the laboratory which indicates the following:

a. An indication as to whether the specimen was received with intact specimen seals;

b. The test results;

c. Contains the following statement for the certifying scientist to sign: I certify that the specimen identified by the laboratory accession number on this form is the same specimen that bears the specimen identification number set forth above, that the specimen has been examined upon receipt, handled and analyzed in accordance with the Florida Drug-Free Workplace Program requirements as found in sections 112.0455, 440.102, F.S., and chapter 59A-24, F.A.C., and that the results set forth are for that specimen; and,

d. A place for the certifying scientist to print his name, the signature of the certifying scientist and the date.

7. A section to be completed by the Medical Review Officer including the following:

a. The statement: I have reviewed the laboratory test(s) for the specimen identified by this form in accordance with the Florida Drug-Free Workplace Program as found in sections 112.0455, 440.102, F.S., and chapter 59A-24, F.A.C.;

b. A space for determination of test results as one of the following:

I. Negative;

II. Positive;

III. Test not performed; and,

IV. Test canceled.

c. A place for remarks;

d. The signature of the Medical Review Officer; and,

e. The name of the Medical Review Officer and the date.

8. The chain of custody form shall be comprised of the following copies for distribution:

a. Original laboratory copy (Copy 1) which shall be routed to the laboratory with the specimen; the laboratory will retain upon the completion of testing.

b. Second Original Laboratory copy (Copy 2) which shall be routed to the laboratory with the specimen; as a means of reporting the test result, the laboratory will forward the copy to the Medical Review Officer.

c. Split specimen copy (Copy 3) which must accompany the split portion to the laboratory. Split sample testing is optional.

d. Medical Review Officer copy (Copy 4) which shall be routed directly to the MRO by the collection site personnel; this form copy is not to be sent to the laboratory.

e. Donor copy (Copy 5) which shall be given to the donor by the collector. Do not send to the laboratory.

f. Collector copy (Copy 6) which shall be retained by the collector. Do not send to the laboratory.

g. Employer copy (Copy 7) which shall be forwarded to the employer.

(e) The form shall contain no information which can be traceable to the donor except the unique identifier, the employee identification number, if used, and the laboratory's specimen identification number.

(f) The form shall also contain the following list of over-the-counter and prescription drugs which could alter or affect a test result. Due to the large number of obscure brand names and constant marketing of new products, this list, as follows, is not intended to be all-inclusive.

Alcohol	All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof) and Listerine is 26.9% (54 proof).
Amphetamines	Obetrol, Biphetamine, Desoxyn, Dexedrine, Didrex, Ionamine, Fastin.
Cannabinoids	Marinol (Dronabinol, THC).
Cocaine	Cocaine HCl topical solution (Roxanne).
Phencyclidine	Not legal by prescription.
Methaqualone	Not legal by prescription.
Opiates	Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
Barbiturates	Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, etc.
Benzodiazepines	Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.
Methadone	Dolophine, Metadose.
Propoxyphene	Darvocet, Darvon N, Dolene, etc.

(g) Handling and transportation of a specimen from one authorized individual or place to another shall always be accomplished through the chain of custody form and procedures. The chain of custody form shall be used for maintaining control and accountability of each specimen from the point of collection to final disposition of the specimen at the laboratory. The purpose of the transfer of possession, the name and signature of the person releasing and receiving the specimen, and the date shall be documented on the form each time a specimen is handled or transferred and every individual in the chain shall be identified. Since the specimen and the chain of custody form are sealed in tamper-proof sealable plastic bags that would indicate any tampering during transit to the laboratory, and since couriers, express carriers and postal service personnel do not have access to the chain of custody forms, there is no requirement that such personnel document chain of custody for the shipping container during transit. Nor is there a requirement that there be a chain of custody entry when a specimen which is sealed in such a shipping container is placed in or taken out of secure storage at the collection site prior to pickup by such personnel. A test shall not be canceled because couriers, express carriers, postal service personnel or other persons involved solely with the transportation of a specimen to a laboratory have not documented their participation in the chain of custody or because the chain of custody does not contain entries related to placing the specimen in or removing it from secure temporary storage at the collection site.

(h) Once the specimen has arrived at the laboratory, an internal chain of custody form shall be used by the laboratory until the laboratory has finalized the test results.

(i) Every effort shall be made to minimize the number of persons handling the specimens.

(3) Security Procedures and Specimen Collection. Collection site security and specimen collection security are the responsibility of the collector through contract with the licensed laboratory. Security procedures shall provide for the designated collection site to be secure including the providing of privacy for the donor and the integrity of the specimen.

(a) Access to Authorized Personnel Only. No unauthorized personnel shall be permitted in any part of the designated collection site when specimens are collected or stored.

(b) Privacy. Procedures for collecting urine specimens shall allow individual privacy unless there is reason to believe that a particular individual intends to alter or has altered or substituted the specimen to be provided.

(c) Integrity and Identity of Specimen. The collection site person shall take precautions to ensure that a specimen not be adulterated or diluted during the collection procedure and that information on the collection bottle and on the chain of custody form can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimens are obtained and correctly identified.

1. To prevent specimen contamination at the collection site:

a. For urine specimens, toilet bluing agents shall be placed in toilet tanks so the reservoir of water in the toilet bowl always remains blue. There shall be no other source of water in the enclosure or partitioned area where urination occurs. All other sources of water shall be controlled by the collector.

2. When a donor arrives at the collection site, the collection site person shall request the donor to present a photo identification. If the donor does not have the proper photo identification, the collection site person shall contact the employer who can positively identify the donor. If the donor's identity cannot be established, the collection site person shall not proceed with the collection. The collection site person shall document the reason for not collecting the specimen and provide the donor with a copy of this documentation.

3. Before collecting a specimen, the collection site person shall check to see that the donor has a chain of custody form or has a letter from the employer authorizing the drug test. If a letter is used, the letter shall contain the following information:

a. The name of the individual to be tested;

b. The name of the employer and the employer's address, phone number, and fax number;

c. The name, address and phone number of the laboratory with which the employer has contracted or established an agreement for testing services;

d. The name, address, phone number, and secured fax number of the employer's Medical Review Officer;

e. The reason for the test (i.e., either job applicant, reasonable suspicion, routine fitness, or follow-up to treatment);

f. The drugs for which the laboratory will test; and,

g. The signature of the employer's representative authorizing the testing.

4. If a collection time is assigned by the employer or collection site, and the donor fails to arrive at the collection site at the assigned time, the collection site person shall notify the employer of the missed appointment.

5. The collection site person shall ask the individual to remove any unnecessary outer garments, such as a coat or jacket, and to empty all clothing pockets. The collection site person shall ensure that all personal belongings, such as a purse or briefcase, remain with the outer garments. The individual may retain his or her wallet, provided that the collection site person shall check it for possible contaminants.

6. The individual shall be instructed to wash and dry his or her hands prior to urination. After washing hands, the individual shall remain in the presence of the collection site person and shall not have access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.

7. The individual may provide his or her urine specimen in a stall or otherwise partitioned enclosure that allows for individual privacy. The collection site person shall remain in the restroom or area, but outside the stall or partitioned enclosure.

8. Upon receiving the specimen from the individual, the collection site person shall determine that:

a. Urine specimens contain at least 30 milliliters (mL) of urine. The approximate volume of the specimen shall be documented by the collector at the time of collection. If there is less than 30 mL of urine in the container, another urine specimen shall be collected in a separate container. Collected specimens which contain less than 30 mL of urine shall not be submitted to the laboratory for testing. Such specimens shall be discarded in the presence of the donor and such procedure shall be annotated by the collector on the chain of custody form. The collector is permitted to give the donor water to drink for the purpose of providing another urine specimen not to exceed an 8 ounce glass of water every 30 minutes for up to 2 hours. If the donor still fails to provide 30 mL of urine, the collection site person shall reschedule another collection within 24 hours and notify the employer as soon as possible of such rescheduling.

b. Blood alcohol specimens shall be collected using aseptic venipuncture technique. The venipuncture site for blood alcohol shall be cleansed with a non-alcoholic antiseptic substance prior to collection. Blood specimens shall contain 7 mL of blood which shall be collected in one tube containing an anticoagulant and a preservative of sodium fluoride. Immediately after collection, the collection site person shall rock the tube gently to mix the anticoagulant and preservative substance with the blood.

c. A quantity of hair shall be collected as described in section 112.0455(13)(b)3.f.(IV), F.S.

9. After a urine specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.

10. No longer than 4 minutes following collection, the collection site person shall measure and record the temperature of the urine specimen, as indicated, on the chain of custody form. The temperature measuring device must be placed on the outside of the container to prevent contamination. If the temperature measurement exceeds 4 minutes, the specimen shall be rendered invalid and

shall be rejected. A second specimen shall be collected and a new chain of custody form generated.

11. If the temperature of a urine specimen is outside the range of 90º-100º degrees fahrenheit, there is reason to believe that the donor may have altered or substituted the specimen and another urine specimen shall be collected under direct observation by an observer of the same gender as the donor, as specified in subparagraph 59A-24.005(3)(c)13., F.A.C. The reason for the observed collection and the identity of the direct observer shall be documented on the chain of custody form.

12. Immediately after a urine specimen is collected, the collection site person shall also inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted on the chain of custody form.

13. Whenever a collection site person has reason to believe that a particular individual may alter or has altered or substituted a urine specimen, a higher level supervisor at the collection site or at the laboratory shall review the decision and concur in advance with the collection of a second specimen under the direct observation of an observer of the same gender as the donor. Once approved by a higher level supervisor, the collector shall require the individual to provide another specimen under direct observation. If the same gendered observer is not the collector, the observer shall be identified on the chain of custody form. The observer, if different from the collector, shall not handle the specimen and the specimen shall be handed to the collector by the donor in the observer's presence. The observer shall keep the specimen in sight at all times prior to it being sealed. A new chain of custody form shall be executed to accompany any specimen collected under direct observation. Information regarding a specimen collected under direct observation shall be included on both the new chain of custody form and on the original form in the remarks section. In addition, the new chain of custody specimen identification number shall be annotated on the original form. Both specimens shall be sent to the laboratory to be analyzed.

14. The individual being tested, the collection site person, and the observer if used for direct observation, shall keep the specimen in view at all times prior to its being sealed and labeled.

15. The collection site person shall place securely on the bottle an identification label containing the donor's specimen number, which matches the specimen number on the chain of custody form, and the date.

16. The employee (donor) and the collector shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from the donor.

17. The collector shall enter on the chain of custody form all required information.

18. The individual shall be asked to sign a statement on the chain of custody form certifying that the specimen identified as having been collected from him or her is in fact that specimen he or she provided. It shall be noted and signed on the chain of custody form by the collection site person, with a witness' signature, if the individual refuses to sign this statement.

19. The collection station is permitted to store unrefrigerated urine specimens up to 72 hours after collection, provided they are sealed for shipment as described in subparagraph 59A-24.005(3)(c)21., F.A.C., and kept in locked, secure temporary storage. Hair specimens shall be stored at all times in unrefrigerated locked, secured storage.

20. While any part of the above chain of custody procedures is being performed, it is essential that the specimen and the chain of custody form be under the control of the collection site person. If the collection site person leaves his or her work station momentarily, the specimen and the chain of custody form shall be taken with him or her or shall be secured in a locked room, drawer, file cabinet, etc. After the collection site person returns to the work station, the chain of custody process will continue. If the collection site person is leaving for an extended period of time, the specimen shall be packaged for shipment before he or she leaves the site.

21. The collection site person shall arrange to send the collected specimens by express shipment, courier, or U.S. Mail to the drug testing laboratory which is designated by the employer. The specimens shall be placed in containers designed to minimize the possibility of damage during shipment. Prior to shipping or storage, the collection site person shall ensure that:

a. The specimen container is sealed with forensic tamper-proof tape;

b. The forensic tamper-proof tape contains the initials of the donor, the date the specimen was sealed in the specimen container; and,

c. The completed chain of custody form and specimen container is enclosed and sealed in a tamper-proof sealable plastic bag before packaging for shipment to the drug testing laboratory.

22. This rule chapter does not prohibit the use of split samples provided that such samples are collected in accordance with the provisions of the Mandatory Guidelines for Federal Workplace Drug Testing Programs as defined in subsection 59A-24.003(7), F.A.C.

Rulemaking Authority 112.0455(13)(a), 440.102(10) FS. Law Implemented 112.0455, 440.102 FS. History–New 3-15-90, Amended 6-28-91,

Formerly 10E-18.005, Amended 5-1-96, 3-11-98, 3-29-00, 5-9-18.

59A-24.006 Drug Testing Laboratories – Standards and Licensure.

Laboratories shall be licensed by the agency in accordance with sections 112.0455, 440.102, and chapter 408, Part II, F.S., and this rule chapter in order to collect or analyze specimens for an employer's drug testing program.

(1) Laboratory Personnel.

(a) Qualifications of Director. The laboratory shall have a qualified director to assume professional, technical, educational, and administrative responsibilities for the laboratory's drug testing. The director shall meet one of the following requirements:

1. Is duly licensed as a physician in the state in which he or she practices medicine; and is licensed under chapter 458 or 459, F.S., if the laboratory is located in the State of Florida; and has had at least four years of experience in forensic analytical toxicology; or

2. Holds a doctoral degree from an accredited institution with Chemistry, Toxicology or Pharmacology as a major subject of study; and has had at least four years of experience in forensic analytical toxicology; and shall be licensed as a director under chapter 483, Part IV, F.S., in the specialty of clinical chemistry, if the laboratory is located in the State of Florida.

(b) Responsibilities of Director. The director shall be responsible for the following:

1. The director shall be engaged in and responsible for the day-to-day management of the drug testing laboratory.

2. The director shall be engaged in and responsible for ensuring that there are sufficient personnel with adequate training and experience to supervise and conduct the work of the drug testing laboratory. He or she shall assure the continued competency of laboratory personnel by documenting their inservice training, reviewing their work performance, and verifying their skills.

3. The director shall ensure that the laboratory has a procedure manual which is complete, up-to-date, available to the personnel performing tests. All such procedures must, at a minimum, meet the requirements stipulated in this rule chapter. The director shall ensure that the procedures are followed by personnel performing tests. The procedure manual shall be reviewed, signed, and dated by this director whenever procedures are first placed into use, or changed, or when a new director assumes responsibility of the drug testing laboratory.

4. The director shall be responsible for maintaining a quality assurance program to assure the proper performance and reporting of all test results; for maintaining acceptable analytical performance for all controls and standards; for maintaining quality control testing; and for assuring and documenting the validity, reliability, accuracy, precision, and performance characteristics of each test and test system.

5. The director shall be responsible for taking all remedial actions necessary to maintain satisfactory operation and performance of the laboratory. The director shall ensure that sample results are not reported until all corrective actions have been taken and that he or she can assure that the tests results provided are accurate and reliable.

(c) Certifying Scientists. The laboratory shall have a qualified individual who serves as certifying scientist. This individual reviews all pertinent data and quality control results in order to attest to the validity of the laboratory's test reports. A laboratory may designate more than one person to perform this function.

1. The certifying scientist(s) shall have a minimum of 2 years experience in forensic analytical toxicology and be qualified as a director or licensed as a supervisor under the provisions of chapter 483, Part IV, F.S., in the specialty of clinical chemistry if the laboratory is located in the State of Florida.

2. The laboratory director is permitted to designate technical personnel to certify results that are negative on the initial screening test. These individuals shall be technologists licensed in the specialty of clinical chemistry in accordance with the provisions of chapter 483, Part IV, F.S., if the laboratory is located in the State of Florida.

(d) Laboratory Operation and Supervision.

1. The laboratory's drug testing facility shall have an individual(s) responsible for day-to-day operation of the laboratory and the supervision of the technical analysts. This individual(s) shall be licensed as a laboratory supervisor in the specialty of clinical chemistry or qualified as a director in accordance with chapter 483, Part IV, F.S., in the specialty of clinical chemistry if the laboratory is located in the State of Florida; and,

2. Have a minimum of 2 years experience in forensic analytical toxicology.

(e) Technical and Non-Technical Personnel.

1. Technical personnel shall have the training and skills to conduct forensic toxicology testing and shall be licensed in accordance with chapter 483, Part IV, F.S., if the laboratory is located in the State of Florida. Documentation of such training and

skills shall be maintained by the laboratory and available upon request by the agency.

2. Non-technical personnel, including all persons collecting specimens under these rules shall have the necessary training and skills for the tasks assigned but shall not perform drug testing.

(f) Collection Site Person or Persons Collecting Specimens. A specimen for a drug test shall be taken or collected by:

1. A physician, a physician's assistant, a registered professional nurse, a licensed practical nurse, a nurse practitioner, or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment.

2. A qualified person employed by a licensed laboratory who has the necessary training and skills for the assigned tasks.

(2) Training. The laboratory's drug testing program shall make available continuing education programs to meet the needs of laboratory personnel.

(3) Files. Laboratory personnel files shall include: resume of training and experience; certification or license, if any; references; job descriptions; records of performance evaluations and advancement; incident reports; and results of tests which establish employee competency for the position he or she holds, such as a test for color blindness, if appropriate.

(4) Specimen Security and Analysis Procedures.

(a) Specimen Security and Internal Chain of Custody.

1. Drug testing laboratories shall be secure at all times. They shall have in place sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimens or gain access to the laboratory processes or to areas where records or specimens are stored. Access to these secured areas shall be limited to specifically authorized individuals whose authorization is documented. For the purposes of subparagraph 59A-24.006(4)(a)1., F.A.C., authorized individuals means those persons designated by the laboratory to have access to the drug testing laboratory. All authorized visitors, including maintenance and service personnel, shall be escorted by laboratory personnel at all times. Documentation of individuals accessing these areas, dates, time of entry and egress, and purpose of entry must be maintained for no less than 2 years.

2. Laboratories shall use internal chain of custody procedures to maintain control and accountability of specimens from receipt through completion of testing, reporting of results, during storage, and continuing until final disposition of specimens. The date and purpose shall be documented on the internal chain of custody form each time a specimen is handled or transferred, and every individual in the chain shall be identified. Accordingly, authorized personnel shall be responsible for each specimen or aliquot in their possession and shall sign and complete internal chain of custody forms for those specimens or aliquots as they are received. Aliquots and internal chain of custody forms shall be used by laboratory personnel for conducting both initial and confirmation tests.

(b) Receiving Specimens. When a shipment of specimens is received, laboratory personnel shall inspect each package for evidence of possible damage or tampering and compare information listed on specimen containers within each package to the information on the accompanying chain of custody forms. The laboratory shall establish written standards for the rejection or acceptance of specimens. In addition, any evidence of tampering, mismatched or omitted specimen identification numbers, spillage, damage or other discrepancies in the information on specimen containers and the chain of custody form shall render a specimen invalid and shall be rejected by the laboratory for testing. The laboratory shall immediately report any rejection to the employer and shall note such rejection on the chain of custody form.

(c) Short-Term Refrigerated Storage. Urine or blood specimens that do not receive an initial test within 72 hours of arrival at the laboratory shall be placed in locked, secure refrigerated units. Temperatures of these units shall not exceed 6 degrees Celsius. Emergency power equipment shall be available and used in case of power failure.

(d) Specimen Testing Requirements. A laboratory must be capable of testing for all drugs listed in section 112.0455(5)(a), F.S., and be capable of conducting testing to ensure that a specimen has not been diluted or adulterated. The laboratory shall test and report drug test results no more than 3 working days after the receipt of the specimen in the laboratory.

(e) Initial Test. The initial screen for all drugs shall be an immunoassay except that the initial test for alcohol shall be an enzyme oxidation methodology.

1. Levels on initially screened urine specimens which are equal to or exceed the following shall be considered to be presumptively positive and submitted for confirmation testing:

Amphetamines	1,000 ng/mL
Cannabinoids (11-nor-Delta-9- tetrahydrocannabinol-9-carboxylic acid)	50 ng/mL
Cocaine (benzoylecgonine)	300 ng/mL
Phencyclidine	25 ng/mL
Methaqualone	300 ng/mL

Opiates	2,000 ng/mL
Barbiturates	300 ng/mL
Benzodiazepines	300 ng/mL
Methadone	300 ng/mL
Propoxyphene	300 ng/mL

The only specimen for alcohol testing shall be blood and the intially screened specimen shall be considered presumptively positive and submitted for confirmation testing if the level is equal to or exceeds 0.04 g/dL.

2. Levels which exceed the following for hair specimens shall be considered presumptively positive on initial screening and submitted for confirmation testing:

Marijuana	10 pg/10 mg of hair
Cocaine	5 ng/10 mg of hair
Opiate/synthetic narcotics and metabolites	5 ng/10 mg of hair
Phencyclidine	3 ng/10 mg of hair
Amphetamines	5 ng/10 mg of hair

3. Laboratories are permitted to use multiple screening tests for the same drug or drug class to eliminate any possible presumptive positives due to structural analogs, provided that such tests meet the requirements of this rule chapter.

(f) Confirmation Test. All specimens identified as presumptively positive on the initial test shall be confirmed using mass spectrometry/mass spectrometry (MS/MS) or gas chromatography/mass spectrometry (GC/MS), except that alcohol will be confirmed using gas chromatography. All confirmations shall be done by quantitative analysis.

1. Levels on confirmation testing for urine specimens which are equal to or exceed the following shall be reported as positive:

Amphetamines (amphetamine, methamphetamine)[1]	500 ng/mL
Cannabinoids (11-nor-Delta-9-tetrahydrocannabinol- 9-carboxylic acid)	15 ng/mL
Cocaine (benzoylecgonine)	150 ng/mL
Phencyclidine	25 ng/mL
Methaqualone Opiates	150 ng/mL
Codeine	2000 ng/mL
Morphine	2000 ng/mL
6-Acetylmorphine[2]	10 ng/mL
Barbiturates	150 ng/mL
Benzodiazepines	150 ng/mL
Methadone	150 ng/mL
Propoxyphene	150 ng/mL

[1]A laboratory shall not report a specimen positive for methamphetamine only. The specimen must contain amphetamine at a concentration equal to or greater than 200 ng/mL, by the confirmation test. If this criterion is not met, the specimen shall be reported as negative for methamphetamine.

[2]Tests for 6-Acetylmorphine when the morphine concentration exceeds 2000 ng/mL.

The alcohol level on confirmation testing for blood which is equal to or exceeds 0.04 g/dL shall be reported as positive.

2. Levels for hair specimens on confirmation testing which are equal to or exceed the following shall be reported as positive:

Marijuana Metabolites	1 pg/10 mg of hair
Cocaine	5 ng/10 mg of hair
Opiate/synthetic narcotics and metabolites	5 ng/10 mg of hair
Phencyclidine	3 ng/10 mg of hair
Amphetamines	5 ng/10 mg of hair

(g) Reporting Results.

1. The laboratory shall report all test results to the MRO indicated on the chain of custody form. Before any test result is reported by the laboratory, the results of initial tests, confirmation tests, and quality control data of such tests shall be reviewed by the certifying scientist and the test certified as an accurate report. The report, at a minimum, shall identify the drugs or metabolites

tested for, the results of the drug test either positive or negative, the specimen number assigned on the chain of custody form, the name and address of the laboratory performing the testing, and the drug testing laboratory's specimen accession number.

2. The following criteria shall be used when reporting drug testing results.

a. Specimens that test negative as specified in subparagraphs 59A-24.006(4)(e)1. and 2., F.A.C., on the initial test shall be reported as negative. If an employer wishes to retest a negative specimen under the provisions of section 112.0455(9)(a), F.S., such testing is authorized to be conducted only once and must be requested no more than 7 working days from the time the original negative test result was reported to the employer by the MRO. Hair specimens may be re-collected only once to perform repeat confirmation testing under the provisions of section 112.0455(9)(a), F.S.

b. Specimens that test positive as specified in subparagraph 59A-24.006(4)(e)1., F.A.C., on initial immunoassay tests, but test negative as specified in pargraph 59A-24.006(4)(f), F.A.C., on confirmation shall be reported as negative.

c. The laboratory is permitted to report drug test results for specimens that do not meet the adulteration/dilution criteria of the laboratory. Reports on specimens that do not meet the laboratory's adulteration/dilution requirements shall not indicate the actual results of the adulteration/dilution tests, but the report shall indicate the adulteration/dilution test results in non-quantitative terms.

d. The laboratory report shall indicate solely that the test(s) resulted in a positive drug test result or resulted in a negative drug test result.

3. The MRO may request from the laboratory, and the laboratory shall provide, detailed quantification of initial and confirmation test results.

4. The laboratory may transmit results to the MRO by various electronic means (for example, teleprinter, facsimile, or computer) in a manner designed to ensure confidentiality of the information. The laboratory and MRO must ensure the security of the data transmission and restrict access to any data transmission, storage, and retrieval system to only those individuals authorized under these rules to obtain such information.

5. The laboratory shall send the MRO a copy of the original chain of custody form (Copy 2) signed by the certifying scientist responsible for attesting to the validity of the test report.

6. The laboratory shall make available copies of all analytical results of donor testing upon request by the MRO or the agency.

7. Unless otherwise specified in this rule chapter, all records pertaining to a given specimen shall be retained by the drug testing laboratory for a minimum of 2 years.

(h) Storage of Specimens. Drug testing laboratories shall retain and place all confirmed positive urine specimens in locked, secured long-term frozen storage (-15° degrees Celsius or less) and confirmed positive blood specimens in locked, secured long-term refrigerated storage (2-8° degrees Celsius) for a minimum of 210 days. Within this 210 day period an employer, employee, job applicant, or MRO is permitted to request in writing that the laboratory retain the specimen for an additional period of time. If no such request is received, the laboratory is permitted to discard the specimen after 210 days of storage. When notified in writing, the laboratory shall be required to maintain any specimens under legal challenge until such challenge is resolved. To maintain applicable storage temperatures for stored specimens, emergency power equipment shall be available and used in the case of power failure. After the required retention time has passed, laboratories are permitted to either discard the specimens or pool all or part of these specimens for use in the laboratory's internal quality control program.

1. When an employee or job applicant undertakes an administrative or legal challenge to the test result, it shall be the employee's or job applicant's responsibility to notify the employer and laboratory in writing of such challenge and such notice shall include reference to the chain of custody specimen identification number. After such notification, the sample shall be retained by the laboratory until the case or administrative appeal is settled.

2. During a 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee or job applicant's expense. The laboratory which performed the original test for the employer shall be responsible for transferring a portion of the specimen to be retested at a second laboratory licensed under these rules, selected by the employee or job applicant, and shall be responsible for the integrity of the specimen and for the chain of custody during such transfer.

3. Urine specimens that test negative shall be stored in locked, secured refrigerated (2-8° degrees Celsius) or frozen storage (-15° degrees Celsius or less). Blood specimens that test negative shall be stored in locked, secured, refrigerated storage (2-8° degrees Celsius). These specimens shall be retained for no less than 7 working days after the test result has been reported to the employer by the MRO. After the required retention time has passed, laboratories are permitted to either discard the specimens or pool all or part of these specimens for use in the laboratory's internal quality control program.

4. The laboratory is permitted to discard or pool specimens that test negative immediately after the negative test result is transmitted to the MRO, provided that the laboratory has written authorization from the employer that specimens which test negative are not to be retained for retesting under section 112.0455(9)(a), F.S.

5. Under no circumstances shall a laboratory be required to retain a specimen, which has been reported as negative, for a period longer than 14 working days after receipt of that specimen in the laboratory unless a confirmation test has been requested by the employer under the provisions of section 112.0455(9)(a), F.S.

(i) Retesting Specimens. As some analytes deteriorate or are lost during freezing, refrigeration, or storage, quantification for a retest is not subject to a specific cutoff requirement but must provide data sufficient to detect the presence of the drug or metabolite.

(5) Subcontracting. Drug testing laboratories shall not subcontract, except for collection sites, and shall perform all analysis with their own personnel and equipment. The laboratory must be capable of performing testing for the classes of drugs defined in section 112.0455(5)(a), F.S., using the specimens indicated in section 112.0455(5)(k), F.S., and initial and confirmation methods specified in paragraphs 59A-24.006(4)(e) and (f), F.A.C.

(6) Contracted Collection Sites. Collection sites or collectors shall contract with laboratories licensed under this rule chapter to collect specimens for analysis. Such contracts shall be in writing and include the utilization of all the necessary facilities, personnel, materials, equipment, or other supplies, as needed, to collect specimens as required in rule 59A-24.005, F.A.C. For the purposes of section 112.0455(8)(e), F.S., persons collecting specimens under contract with a forensic drug testing laboratory shall be deemed to be employees of the licensed laboratory. In addition, the collectors shall be trained by, and shall be accountable to, the licensed laboratory. However, after an accident, if an employee is taken to a facility for medical treatment and the facility does not have a contract with the laboratory, an individual authorized in paragraph 59A-24.006(1)(f), F.A.C., is permitted to collect a specimen provided that this collector utilize, and complete to the fullest extent possible, a chain of custody form. In addition, the collector shall follow the collection procedures found in rule 59A-24.005, F.A.C., to the fullest extent possible and shall maintain full control of the specimen until the specimen is sealed and packaged for shipment to the employer's selected laboratory.

(7) Inspections. The agency shall conduct announced or unannounced inspections of the laboratory at any reasonable time for the purpose of determining compliance with this rule chapter. The right of entry and inspection shall also be extended to any collection sites under contract with the laboratory. Inspections shall document the overall quality of the laboratory setting for the purpose of licensure to conduct drug free workplace testing. Inspection reports shall also contain any requirements of the laboratory to correct deficiencies noted during the inspections.

(a) Prior to laboratory licensure and biennially thereafter, an on-site inspection of the laboratory shall be conducted.

(b) Laboratories certified by the federal Department of Health and Human Services Federal Workplace Drug Testing Programs shall submit an inspection report of the federal Department of Health and Human Services Federal Workplace Drug Testing Programs performed within the previous 24 months in lieu of the required on-site inspection. In addition, such laboratories certified by the federal Department of Health and Human Services Federal Workplace Drug Testing Programs shall:

1. Maintain a policy to conduct the testing of all specimens authorized under section 112.0455, F.S., in the same manner as required for those drugs included under the Mandatory Guidelines for Federal Workplace Drug Testing Programs. This policy must be in writing and contained in the laboratory's policy and procedure manual.

2. Submit to the agency all reports of such inspections, post inspection activities and reports including any corrective action taken by the laboratory within 45 days of the receipt of the initial evaluation report in the laboratory.

3. Request in writing that the inspection report be accepted in lieu of an on-site inspection by the agency.

(c) Laboratories that are accredited by a nationally recognized accreditation organization may submit an accreditation survey report performed within the previous 24 months and proof of non-provisional accreditation or reaccreditation in lieu of the on-site inspection.

(8) Documentation. Laboratories shall maintain and make available for at least 2 years all documentation of the testing process. Except that the laboratory shall be required to maintain documents and records for any specimen(s) under legal challenge until such challenge is resolved. The required documentation shall include:

(a) Personnel files on all individuals authorized to have access to specimens;

(b) Chain of custody documents;

(c) Quality assurance records;

(d) Quality control records;

(e) Procedure manuals;

(f) All test data, calibration curves and any calculations used in determining test results;

(g) Donor test reports;

(h) Proficiency testing records; and,

(i) Computer generated data used for testing and reporting specimen results.

(9) Additional Requirements for Laboratory Licensure.

(a) Standards and Controls. Laboratory standards shall be prepared with pure drug standards which are properly labeled as to content and concentration. The standards shall be labeled with dates indicating when received, when prepared or opened, when placed in service, and the expiration date.

(b) Instruments and Equipment.

1. Volumetric pipettes and measuring devices shall be certified for accuracy or be checked by gravimetric, colorimetric, or other verification procedures on a quarterly basis. Automatic pipettes and dilutors shall be checked for accuracy and reproducibility before being placed in service and checked quarterly thereafter.

2. There shall be written procedures for instrument setup and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks and instructions for major trouble shooting, repair, and maintenance in accordance with manufacturer's specifications. Manufacturer's specifications for, and records of preventive and regular maintenance shall be maintained for as long as the instrument is in use and for at least 2 years after the instrument is discontinued from use and shall be available upon request by the agency.

(c) Remedial Actions. There shall be written procedures for the actions to be taken when test systems are not operating correctly or errors are detected. There shall be documentation that these procedures are followed and that all necessary corrective actions are taken. There shall also be in place systems to verify all stages of testing and reporting and documentation that these procedures are followed.

(d) Personnel Available to Testify at Proceedings. A laboratory director shall assure that technical personnel, including the director, be available to testify in an administrative or disciplinary proceeding regarding any employee or a job applicant when that proceeding is based on a test result which was analyzed and reported by the laboratory.

(10) Quality Assurance and Quality Control. Quality assurance and quality control for hair analyses shall be conducted in accordance with section 112.0455(13)(b)4., F.S.

(a) General. Drug testing laboratories shall have a quality assurance program which encompasses all aspects of the testing process including but not limited to specimen acquisition, chain of custody, security and reporting of results, initial and confirmation testing and validation of analytical procedures. Quality assurance procedures shall be designed, implemented, and reviewed to monitor the conduct of each step of the process of testing for drugs.

(b) Laboratory Quality Control Requirements for Initial and Confirmation Tests. At a minimum, each analytical run of specimens for an initial or confirmation test shall include the following quality control samples:

1. Negative specimens certified to contain no drug;

2. Urine specimens fortified with known standards; and,

3. Positive controls with the drug or metabolite at or near the threshold (cutoff).

4. At least 1 percent of each initial screening run, with a minimum of one sample per run, shall consist of a blind sample(s) of known concentration. Such samples shall appear as ordinary test specimens to the laboratory analysts.

(11) Proficiency Testing. Proficiency testing is required as a continuing assessment of laboratory performance necessary to maintain continued licensure.

(a) General Considerations.

1. The laboratory must successfully participate in proficiency testing surveys, as described in subsection 59A-24.006(11), F.A.C.

2. Proficiency testing specimens are permitted to consist of negative specimens as specified in subparagraph 59A-24.006(4)(e)1., F.A.C., and positive specimens, as specified in paragraph 59A-24.006(4)(f), F.A.C.

3. Proficiency testing specimens are permitted to contain interfering substances.

4. Proficiency testing specimens are permitted to be identified for screening or confirmation testing only.

5. All procedures associated with the laboratory's handling and testing of any proficiency testing specimens shall be carried out in the same manner as the laboratory tests donor samples.

6. The laboratory shall report results of proficiency testing samples using the same criteria applied to routine drug testing

specimens.

7. In addition to the proficiency testing requirements, any licensed laboratory shall be subject to blind performance testing by the agency. Blind performance testing means proficiency test samples which are shipped to a laboratory in a manner such that the samples appear to be actual drug testing samples.

(b) Continued Licensure. In order to remain licensed, the laboratory shall participate in three proficiency testing surveys supplied by an approved proficiency testing organization as defined in subsection 59A-24.003(3), F.A.C. per year. Failure to meet the applicable grading criteria established by an approved proficiency testing organization shall be considered unsuccessful proficiency testing participation. The laboratory shall submit the reports of proficiency testing results and any corrective action taken with regards to unsuccessful results within 14 days of their receipt in the laboratory.

(12) Administrative Enforcement and Hearings.

(a) The agency shall enforce the provisions of sections 112.0455(12) and (13), and chapter 408, Part II, F.S., and chapter 59A-24, F.A.C., by administering remedies for statutory and rule violations as provided in sections 408.813, 408.814, 408.815 and 408.816, F.S.

(b) Grounds for Disciplinary Action. The following actions shall result in the agency taking administrative action:

1. Failure to accurately analyze and report donor drug tests;

2. Failure to participate in or unsuccessful participation in proficiency testing surveys;

3. Permitting unauthorized persons to perform technical procedures or issue reports;

4. Demonstrating incompetence or making consistent errors in the performance and reporting of drug free workplace testing or proficiency testing samples;

5. Performing a test and rendering a report thereon to a person not authorized by law to receive such services;

6. Knowingly having professional connection with or knowingly lending the use of the name of the licensed forensic toxicology laboratory or the license of the director to an unlicensed forensic toxicology laboratory;

7. Violating or aiding and abetting in the violation of any provision of this part or the rules promulgated hereunder;

8. Failing to file any report required by the provisions of this part or the rules promulgated hereunder;

9. Reporting a drug test result when no such test was performed;

10. Knowingly advertising false services or credentials;

11. Failure to correct deficiencies within the time required by the agency;

12. Failing to maintain a secured area for toxicology tests; or

13. Any other cause which affects the ability of the laboratory to ensure the full reliability and accuracy of drug tests and the accurate reporting of results.

14. Failure to submit statistical reports as required in subsection 59A-24.006(14), F.A.C.

(13) Licensure

(a) Laboratories seeking licensure must complete licensure application form, Health Care Licensing Application, Drug-Free Workplace Laboratory, AHCA Form 3170-5001 July 2014, which is hereby incorporated by reference. This form is available at https://www.flrules.org/Gateway/reference.asp?No=Ref-05425 or http://ahca.myflorida.com/HQAlicensureforms and from the Agency for Health Care Administration, 2727 Mahan Drive, MS #32, Tallahassee, Florida 32308.

(b) Initial and biennial licensure renewal fees shall be $16,435 and shall be made payable to the Agency for Health Care Administration.

(14) Statistical Information Reporting.

(a) The laboratory shall submit statistical information on drug testing to the agency. No statistical information reported to the agency shall reveal the names of the persons tested, nor shall it reveal the employer's identity. This data shall contain the following information on specimens received for all drug testing conducted under section 112.0455 or 440.102, F.S.:

1. The total number of specimens received for testing.

2. The total number of specimens that tested positive on the initial screening.

3. The total number of specimens that were confirmed and reported as positive for each drug class tested.

4. The total number of samples that were received but not tested.

(b) Statistical summaries shall be submitted to the agency on a monthly basis no later than 14 working days after the end of a reporting month. Reporting is required even if no Florida Drug Free Workplace testing has been done for that reporting month.

(c) Failure of a laboratory to submit the statistical reports as required in section 112.0455(12)(d) or 440.102(9)(d), F.S., shall

result in administrative action pursuant to paragraph 59A-24.006(12)(a), F.A.C.

Rulemaking Authority 112.0455(13)(a), 408.819, 440.102(10) FS. Law Implemented 112.0455(12), (13), 408.805, 408.806, 408.813, 408.814, 408.815, 408.816, 440.102 FS. History–New 3-15-90, Amended 6-28-91, Formerly 10E-18.006, Amended 5-1-96, 12-5-96, 3-11-98, 3-29-00, 5-25-10, 6-16-15.

59A-24.008 Review of Test Results.

Prior to the transmission of test results to the employer, both positive and negative test results shall be reviewed and verified by a medical review officer (MRO) qualified under subsection 59A-24.008(1), F.A.C. The MRO is permitted to use a language interpreter to assist in communicating the results of drug tests with employees and job applicants. Such language interpreters are subject to the confidentiality provisions of section 112.0455(11), F.S. After the results have been reviewed and verified by the MRO, the test result is reported to the employer.

(1) Qualifications of Medical Review Officers.

(a) Persons serving as medical review officers shall be medical or osteopathic physicians duly licensed in the state in which he or she practices medicine.

(b) The MRO shall have knowledge of substance abuse disorders, laboratory testing procedures, chain of custody procedures, collection procedures, and have the appropriate medical training to interpret and evaluate an individual's drug test result together with the individual's medical history or any other biomedical information.

(c) Medical review officers shall be certified as medical review officers by the American Association of Medical Review Officers, American Society of Addiction Medicine or the Medical Review Officer Certification Council.

(d) The MRO shall be employed by or contracted by the employer and shall not be employed or contracted by a drug testing laboratory performing drug free workplace testing under section 112.0455, F.S. The drug testing laboratory is permitted to assist the employer in locating qualified medical review officers.

(e) An employer shall not serve as the MRO for his or her own employees and job applicants.

(2) Responsibilities of Medical Review Officer. The MRO shall evaluate the drug test result(s), which is reported out by the laboratory, to verify by checking the chain of custody form that the specimen was collected, transported, and analyzed under proper procedures, as specified in these rules, and to determine if any alternative medical explanations caused a positive test result. This determination could include conducting a medical interview with the individual, review of the individual's medical history, or the review of any other relevant bio-medical factors. The MRO shall review all medical records made available by the tested individual. The MRO shall not consider the results of samples that are not obtained or processed in accordance with these rules.

(a) Negative Results. To verify that a negative test result was properly analyzed and handled according to these rules, the MRO shall:

1. Receive and review the test result(s) from the laboratory;

2. Verify the laboratory report by checking the chain of custody form for required signatures, procedures, and information;

3. Ensure that the donor's specimen identification number on copy 2 of the laboratory test report and on copy 4 of the chain of custody form which was sent to the MRO by the collection site accurately identifies the donor with the negative test result; and,

4. Notify the employer in writing of the negative test result no more than 7 working days after the specimen was received by the laboratory, and appropriately file Copy 2 and 4 of the chain of custody form under confidential procedures for a period of 2 years.

5. Within 24 hours of notification of the employer of a negative test result, notify the testing laboratory that the negative test result has been submitted to the employer.

(b) Positive Results. To verify that a positive test result was properly analyzed and handled according to these rules, the MRO shall:

1. Receive and review the test result(s) from the laboratory;

2. Verify the laboratory report by checking the chain of custody form for required signatures, procedures, and information;

3. Ensure that the donors specimen identification number on Copy 2 of the laboratory test report and on Copy 4 of the chain of custody form which was sent to the MRO by the collection site accurately identifies the donor with the positive test result;

4. Notify the employee or job applicant of a confirmed positive test result, within 3 days of receipt of the test result from the laboratory, and inquire as to whether prescriptive or over-the-counter medications could have caused the positive test result;

5. Within 5 days of notification to the donor of the positive test result, provide an opportunity for employee or job applicant to discuss the positive test result and to submit documentation of any prescriptions relevant to the positive test result;

6. Review any medical records provided by the employee or job applicant, or authorized by the employee or job applicant and released by the individual's physician, to determine if the positive test result was caused by a legally prescribed medication. If the donor does not have prescribed medication, the MRO shall inquire about over-the-counter medications which could have caused the positive test result. The donor shall be responsible for providing all necessary documentation, (i.e., a doctor's report, signed prescription, etc.) within the 5 day period after notification of the positive test result;

7. Notify the employer in writing of the verified test result, either negative, positive, or unsatisfactory, no more than 7 working days after the specimen was received by the laboratory, and appropriately file the chain of custody form under confidential procedures for 2 years;

8. If the MRO determines that there is a legitimate medical explanation for the positive test result, based on the medical judgment of the MRO and accepted standards of practice, the MRO shall report a negative test result to the employer;

9. Process any employee or job applicant requests for a retest of the original specimen, within 180 days of notice of the positive test result, at another licensed laboratory selected by the employee or job applicant. The donor requesting the additional test shall be required to pay for the costs of the retest, including handling and shipping expenses. The MRO shall contact the original testing laboratory to initiate the retest; and,

10. The MRO shall not declare a confirmed positive as verified, until the MRO receives Copy 2 of the chain of custody form from the drug testing laboratory and Copy 4 from the collection site.

(3) Chain of Custody Procedures. A strict chain of custody procedure, initiated at the time of specimen collection, is mandatory for the validation of any test result. The MRO shall be responsible, before reporting either positive or negative test result(s) to the employer, to review all signatures, procedures, and information as required on the chain of custody form to determine that the specimen was under authorized control both before and during laboratory analysis. If proper chain of custody procedures have not been followed, the MRO shall declare the test result as unsatisfactory, due to an unacceptable chain of custody procedure.

(4) Verification for Opiates. Before a positive test for opiates is verified, the MRO shall determine that there is clinical evidence in addition to the urine test, of illegal use of any opium, opiate, or opium derivative (e.g., morphine/codeine). This requirement does not apply if the GC/MS confirmation test for opiates confirms the presence of 6-monoacetylmorphine.

(5) Reanalysis Authorized. Should any question arise as to the accuracy or validity of a test result which has been collected and analyzed in accordance with these rules, the MRO may order a reanalysis of the original sample at any licensed laboratory licensed under these rules.

(6) Scientifically Unsatisfactory Results. The MRO, based on a review of the chain of custody form, quality control data, multiple samples and other pertinent results, is permitted to determine that the result is scientifically unsatisfactory for further action and may request the donor to provide another sample or request a reanalysis of the original sample before making such decision. The MRO is permitted to request that the reanalysis be performed by the same laboratory or, that an aliquot of the original specimen be sent to another licensed laboratory. The laboratory shall assist in this review process as requested by the MRO and shall make available appropriate personnel to provide consultation as required by the MRO. The MRO shall report all findings based on the unsatisfactory specimen, as required by this rule chapter, but shall not include any personal identifying information in such reports.

(7) Contacting Donors Who Test Positive.

(a) If the MRO is unable to contact a donor who tested positive within 3 working days of receipt of the test results from the laboratory, the MRO shall contact the employer and request that the employer direct the donor to contact the MRO as soon as possible. If the MRO has not been contacted by the donor within 2 working days from the request to the employer, the MRO shall verify the report as positive.

(b) As a safeguard to employees and job applicants, once a MRO verifies a positive test result, the MRO may change the verification of the result if the donor presents information to the MRO which documents that a serious illness, injury, or other circumstance unavoidably prevented the employee from contacting the MRO within the specified time frame and if the donor presents information concerning a legitimate explanation for the positive test result.

(c) If the donor declines to talk with the MRO regarding a positive test result, the MRO shall validate the result as positive and annotate such decline in the remarks section.

(8) Identification of Donor. Prior to providing an employee or job applicant with the opportunity to discuss a test result, the MRO shall confirm the identity of the employee or job applicant. At a minimum, to confirm the identity of the donor, the MRO shall ask the donor to respond with the following information:

(a) If the request is in person, the MRO shall request a picture identification.

(b) If the request is over the telephone, the MRO shall request:

1. An employee identification number or social security number;

2. Date of birth;

3. Employer's name; and,

4. Work telephone number.

(9) Information for Donor. Once the donor's identification has been established, and before any additional information is solicited from the donor, the MRO shall:

(a) Inform the donor that the MRO is an agent of the employer whose responsibility is to make a determination on test results and report them to the employer;

(b) Inform the donor that medical information revealed during the MRO's inquiry will be kept confidential; unless the donor is in a safety sensitive or special risk position and the MRO believes that such information is relevant to the safety of the donor or to other employees. Any additional release of information shall be solely pursuant to a written consent form signed voluntarily by the donor, except where such release is compelled by a hearing officer or a court of competent jurisdiction pursuant to an appeal, or where deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding.

(c) Outline the rights and procedures for a retest of the original specimen by the donor.

(d) If the donor voluntarily admits to the use of the drug in question without a proper prescription, the MRO shall advise the donor that a verified positive test report will be sent to the employer.

(10) Verification Signature. After the MRO reviews the chain of custody forms from the laboratory and the collection site (Copy 2 from the laboratory and Copy 4 from the collection site) and, in the case of a positive test result, has contacted the donor who tested positive, the MRO shall:

(a) On Copy 2 of the chain of custody form, mark the appropriate box if the verified result is positive or negative and if positive, write in for which drug(s). If the test was not performed or the test was canceled, mark the appropriate box. The reason for the cancellation or non-performance of the test shall be explained in the remarks section.

(b) On Copy 2 of the chain of custody form, sign and date the verification of the final test result.

(c) Prepare and sign a verification letter to the employer revealing the final verified test result. Copies of the laboratory report form or chain of custody are not suitable for this purpose.

Rulemaking Authority 112.0455(13)(a) FS. Law Implemented 112.0455 FS. History–New 6-28-91, Formerly 10E-18.008, Amended 5-1-96, 3-11-98, 2-3-05.

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The 2024 Florida Statutes (including 2025 Special Session C)

Title XXXI LABOR | Chapter 440 WORKERS' COMPENSATION | View Entire Chapter

440.101 Legislative intent; drug-free workplaces.—

(1) It is the intent of the Legislature to promote drug-free workplaces in order that employers in the state be afforded the opportunity to maximize their levels of productivity, enhance their competitive positions in the marketplace, and reach their desired levels of success without experiencing the costs, delays, and tragedies associated with work-related accidents resulting from drug abuse by employees. It is further the intent of the Legislature that drug abuse be discouraged and that employees who choose to engage in drug abuse face the risk of unemployment and the forfeiture of workers' compensation benefits.

(2) If an employer implements a drug-free workplace program in accordance with s. 440.102 which includes notice, education, and procedural requirements for testing for drugs and alcohol pursuant to law or to rules developed by the Agency for Health Care Administration, the employer may require the employee to submit to a test for the presence of drugs or alcohol and, if a drug or alcohol is found to be present in the employee's system at a level prescribed by rule adopted pursuant to this act, the employee may be terminated and forfeits his or her eligibility for medical and indemnity benefits. However, a drug-free workplace program must require the employer to notify all employees that it is a condition of employment for an employee to refrain from reporting to work or working with the presence of drugs or alcohol in his or her body and, if an injured employee refuses to submit to a test for drugs or alcohol, the employee forfeits eligibility for medical and indemnity benefits.

History.—s. 12, ch. 90-201; s. 12, ch. 91-1; s. 8, ch. 93-415; s. 2, ch. 96-289; s. 1049, ch. 97-103.

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Title XXXI LABOR | Chapter 440 WORKERS' COMPENSATION | View Entire Chapter

440.102 Drug-free workplace program requirements.—The following provisions apply to a drug-free workplace program implemented pursuant to law or to rules adopted by the Agency for Health Care Administration:

(1) DEFINITIONS.—Except where the context otherwise requires, as used in this act:

(a) "Chain of custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.

(b) "Confirmation test," "confirmed test," or "confirmed drug test" means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

(c) "Drug" means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; or a metabolite of any of the substances listed in this paragraph. An employer may test an individual for any or all of such drugs.

(d) "Drug rehabilitation program" means a service provider as defined in s. 397.311 which provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.

(e) "Drug test" or "test" means any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites.

(f) "Employee" means any person who works for salary, wages, or other remuneration for an employer.

(g) "Employee assistance program" means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and followup services for employees who participate in the program or require monitoring after returning to work. If, in addition to the above activities, an employee assistance program provides diagnostic and treatment services, these services shall in all cases be provided by service providers as defined in s. 397.311.

(h) "Employer" means a person or entity that employs a person and that is covered by the Workers' Compensation Law.

(i) "Initial drug test" means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens, using an immunoassay procedure or an equivalent, or a more accurate scientifically accepted method approved by the United States Food and Drug Administration or the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.

(j) "Job applicant" means a person who has applied for a position with an employer and has been offered employment conditioned upon successfully passing a drug test, and may have begun work pending the results of the drug test. For a public employer, "job applicant" means only a person who has applied for a special-risk or mandatory-testing position.

(k) "Medical review officer" or "MRO" means a licensed physician, employed with or contracted with an employer, who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results; and who has the necessary medical training to interpret and evaluate an employee's positive test result in relation to the employee's medical history or any other relevant biomedical information.

(l) "Prescription or nonprescription medication" means a drug or medication obtained pursuant to a prescription as defined by s. 893.02 or a medication that is authorized pursuant to federal or state law for general distribution and use without a prescription in the treatment of human diseases, ailments, or injuries.

(m) "Public employer" means any agency within state, county, or municipal government that employs individuals for a salary, wages, or other remuneration.

(n) "Reasonable-suspicion drug testing" means drug testing based on a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

1. Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
2. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
3. A report of drug use, provided by a reliable and credible source.
4. Evidence that an individual has tampered with a drug test during his or her employment with the current employer.
5. Information that an employee has caused, contributed to, or been involved in an accident while at work.
6. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

(o) "Mandatory-testing position" means, with respect to a public employer, a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life-threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check, pursuant to s. 110.1127, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

(p) "Special-risk position" means, with respect to a public employer, a position that is required to be filled by a person who is certified under chapter 633 or chapter 943.

(q) "Specimen" means tissue, hair, or a product of the human body capable of revealing the presence of drugs or their metabolites, as approved by the United States Food and Drug Administration or the Agency for Health Care Administration.

(2) DRUG TESTING.—An employer may test an employee or job applicant for any drug described in paragraph (1)(c). In order to qualify as having established a drug-free workplace program under this section and to qualify for the discounts provided under s. 627.0915 and deny medical and indemnity benefits under this chapter, an employer must, at a minimum, implement drug testing that conforms to the standards and procedures established in this section and all applicable rules adopted pursuant to this section as required in subsection (4). However, an employer does not have a legal duty under this section to request an employee or job applicant to undergo drug testing. If an employer fails to maintain a drug-free workplace program in accordance with the standards and procedures established in this section and in applicable rules, the employer is ineligible for discounts under s. 627.0915. However, an employer qualifies for discounts under s. 627.0915 if the employer maintains a drug-free workplace program that is broader in scope than that provided for by the standards and procedures established in this section. An employer who qualifies for and receives discounts provided under s. 627.0915 must be reported annually by the insurer to the department.

(3) NOTICE TO EMPLOYEES AND JOB APPLICANTS.—

(a) One time only, prior to testing, an employer shall give all employees and job applicants for employment a written policy statement which contains:

1. A general statement of the employer's policy on employee drug use, which must identify:

a. The types of drug testing an employee or job applicant may be required to submit to, including reasonable-suspicion drug testing or drug testing conducted on any other basis.

b. The actions the employer may take against an employee or job applicant on the basis of a positive confirmed drug test result.

2. A statement advising the employee or job applicant of the existence of this section.
3. A general statement concerning confidentiality.
4. Procedures for employees and job applicants to confidentially report to a medical review officer the use of prescription or nonprescription medications to a medical review officer both before and after being tested.
5. A list of the most common medications, by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. A list of such medications as developed by the Agency for Health Care Administration shall be available to employers through the department.
6. The consequences of refusing to submit to a drug test.
7. A representative sampling of names, addresses, and telephone numbers of employee assistance programs and local drug rehabilitation programs.
8. A statement that an employee or job applicant who receives a positive confirmed test result may contest or explain the result to the medical review officer within 5 working days after receiving written notification of the test result; that if an employee's or job applicant's explanation or challenge is unsatisfactory to the medical review officer, the medical review officer shall report a positive test result back to the employer; and that a person may contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration.
9. A statement informing the employee or job applicant of his or her responsibility to notify the laboratory of any administrative or civil action brought pursuant to this section.
10. A list of all drugs for which the employer will test, described by brand name or common name, as applicable, as well as by chemical name.
11. A statement regarding any applicable collective bargaining agreement or contract and the right to appeal to the Public Employees Relations Commission or applicable court.
12. A statement notifying employees and job applicants of their right to consult with a medical review officer for technical information regarding prescription or nonprescription medication.

(b) An employer not having a drug-testing program shall ensure that at least 60 days elapse between a general one-time notice to all employees that a drug-testing program is being implemented and the beginning of actual drug testing. An employer having a drug-testing program in place prior to July 1, 1990, is not required to provide a 60-day notice period.

(c) An employer shall include notice of drug testing on vacancy announcements for positions for which drug testing is required. A notice of the employer's drug-testing policy must also be posted in an appropriate and conspicuous location on the employer's premises, and copies of the policy must be made available for inspection by the employees or job applicants of the employer during regular business hours in the employer's personnel office or other suitable locations.

(4) TYPES OF TESTING.—

(a) An employer is required to conduct the following types of drug tests:

1. Job applicant drug testing.—An employer must require job applicants to submit to a drug test and may use a refusal to submit to a drug test or a positive confirmed drug test as a basis for refusing to hire a job applicant.
2. Reasonable-suspicion drug testing.—An employer must require an employee to submit to reasonable-suspicion drug testing.
3. Routine fitness-for-duty drug testing.—An employer must require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.
4. Followup drug testing.—If the employee in the course of employment enters an employee assistance program for drug-related problems, or a drug rehabilitation program, the employer must require the employee to submit to a drug test as a followup to such program, unless the employee voluntarily entered the program. In those cases, the employer has the option to not require followup testing. If followup testing is required, it must be conducted at least once a year for a 2-year period after completion of the program. Advance notice of a followup testing date must not be given to the employee to be tested.

(b) This subsection does not preclude a private employer from conducting random testing, or any other lawful testing, of employees for drugs.

(c) Limited testing of applicants, only if it is based on a reasonable classification basis, is permissible in accordance with law or with rules adopted by the Agency for Health Care Administration.

(5) PROCEDURES AND EMPLOYEE PROTECTION.—All specimen collection and testing for drugs under this section shall be performed in accordance with the following procedures:

(a) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.

(b) Specimen collection must be documented, and the documentation procedures shall include:

1. Labeling of specimen containers so as to reasonably preclude the likelihood of erroneous identification of test results.

2. A form for the employee or job applicant to provide any information he or she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. The form must provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed test result.

(c) Specimen collection, storage, and transportation to the testing site shall be performed in a manner that reasonably precludes contamination or adulteration of specimens.

(d) Each confirmation test conducted under this section, not including the taking or collecting of a specimen to be tested, shall be conducted by a licensed or certified laboratory as described in subsection (9).

(e) A specimen for a drug test may be taken or collected by any of the following persons:

1. A physician, a physician assistant, a registered professional nurse, a licensed practical nurse, or a nurse practitioner or a certified paramedic who is present at the scene of an accident for the purpose of rendering emergency medical service or treatment.

2. A qualified person employed by a licensed or certified laboratory as described in subsection (9).

(f) A person who collects or takes a specimen for a drug test shall collect an amount sufficient for two drug tests as determined by the Agency for Health Care Administration.

(g) Every specimen that produces a positive, confirmed test result shall be preserved by the licensed or certified laboratory that conducted the confirmation test for a period of at least 210 days after the result of the test was mailed or otherwise delivered to the medical review officer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or job applicant shall notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180-day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted by the employer to have a portion of the specimen retested, at the employee's or job applicant's expense, at another laboratory, licensed and approved by the Agency for Health Care Administration, chosen by the employee or job applicant. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory that performed the test for the employer is responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.

(h) Within 5 working days after receipt of a positive confirmed test result from the medical review officer, an employer shall inform an employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The employer shall provide to the employee or job applicant, upon request, a copy of the test results.

(i) Within 5 working days after receiving notice of a positive confirmed test result, an employee or job applicant may submit information to the employer explaining or contesting the test result, and explaining why the result does not constitute a violation of the employer's policy.

(j) The employee's or job applicant's explanation or challenge of the positive test result is unsatisfactory to the employer, a written explanation as to why the employee's or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be provided by the employer to the employee or job applicant; and all such documentation shall be kept confidential by the employer pursuant to subsection (8) and shall be retained by the employer for at least 1 year.

(k) An employer may not discharge, discipline, refuse to hire, discriminate against, or request or require rehabilitation of an employee or job applicant on the sole basis of a positive test result that has not been verified by a confirmation test and by a medical review officer.

(l) An employer that performs drug testing or specimen collection shall use chain-of-custody procedures established by the Agency for Health Care Administration to ensure proper recordkeeping, handling, labeling, and identification of all specimens tested.

(m) An employer shall pay the cost of all drug tests, initial and confirmation, which the employer requires of employees. An employee or job applicant shall pay the costs of any additional drug tests not required by the employer.

(n) An employer shall not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment, while under the employ of the employer, for a drug-related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug-related problems, or entered a drug rehabilitation program. Unless otherwise provided by a collective bargaining agreement, an employer may select the employee assistance program or drug rehabilitation program if the employer pays the cost of the employee's participation in the program.

(o) If drug testing is conducted based on reasonable suspicion, the employer shall promptly detail in writing the circumstances which formed the basis of the determination that reasonable suspicion existed to warrant the testing. A copy of this documentation shall be given to the employee upon request and the original documentation shall be kept confidential by the employer pursuant to subsection (8) and shall be retained by the employer for at least 1 year.

(p) All authorized remedial treatment, care, and attendance provided by a health care provider to an injured employee before medical and indemnity benefits are denied under this section must be paid for by the carrier or self-insurer. However, the carrier or self-insurer must have given reasonable notice to all affected health care providers that payment for treatment, care, and attendance provided to the employee after a future date certain will be denied. A health care provider, as defined in s. 440.13(1)(g), that refuses, without good cause, to continue treatment, care, and attendance before the provider receives notice of benefit denial commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) CONFIRMATION TESTING.—

(a) If an initial drug test is negative, the employer may in its sole discretion seek a confirmation test.

(b) Only licensed or certified laboratories as described in subsection (9) may conduct confirmation drug tests.

(c) All positive initial tests shall be confirmed using gas chromatography/mass spectrometry (GC/MS) or an equivalent or more accurate scientifically accepted method approved by the Agency for Health Care Administration or the United States Food and Drug Administration as such technology becomes available in a cost-effective form.

(d) If an initial drug test of an employee or job applicant is confirmed as positive, the employer's medical review officer shall provide technical assistance to the employer and to the employee or job applicant for the purpose of interpreting the test result to determine whether the result could have been caused by prescription or nonprescription medication taken by the employee or job applicant.

(7) EMPLOYER PROTECTION.—

(a) An employee or job applicant whose drug test result is confirmed as positive in accordance with this section shall not, by virtue of the result alone, be deemed to have a "handicap" or "disability" as defined under federal, state, or local handicap and disability discrimination laws.

(b) An employer who discharges or disciplines an employee or refuses to hire a job applicant in compliance with this section is considered to have discharged, disciplined, or refused to hire for cause.

(c) No physician-patient relationship is created between an employee or job applicant and an employer or any person performing or evaluating a drug test, solely by the establishment, implementation, or administration of a drug-testing program.

(d) Nothing in this section shall be construed to prevent an employer from establishing reasonable work rules related to employee possession, use, sale, or solicitation of drugs, including convictions for drug-related offenses, and taking action based upon a violation of any of those rules.

(e) This section does not operate retroactively, and does not abrogate the right of an employer under state law to conduct drug tests, or implement employee drug-testing programs; however, only those programs that meet the criteria outlined in this section qualify for reduced rates under s. 627.0915.

(f) If an employee or job applicant refuses to submit to a drug test, the employer is not barred from discharging or disciplining the employee or from refusing to hire the job applicant. However, this paragraph does not abrogate the rights and remedies of the employee or job applicant as otherwise provided in this section.

(g) This section does not prohibit an employer from conducting medical screening or other tests required, permitted, or not disallowed by any statute, rule, or regulation for the purpose of monitoring exposure of employees to toxic or other unhealthy substances in the workplace or in the performance of job responsibilities. Such screening or testing is limited to the specific substances expressly identified in the applicable statute, rule, or regulation, unless prior written consent of the employee is obtained for other tests. Such screening or testing need not be in compliance with the rules adopted by the Agency for Health Care Administration under this chapter or under s. 112.0455. A public employer may, through the use of an unbiased selection procedure, conduct random drug tests of employees occupying mandatory-testing or special-risk positions if the testing is performed in accordance with drug-testing rules adopted by the Agency for Health Care Administration and the department.

(h) No cause of action shall arise in favor of any person based upon the failure of an employer to establish a program or policy for drug testing.

(8) CONFIDENTIALITY.—

(a) Except as otherwise provided in this subsection, all information, interviews, reports, statements, memoranda, and drug test results, written or otherwise, received or produced as a result of a drug-testing program are confidential and exempt from the provisions of s. 119.07(1) and s. 24(a), Art. I of the State Constitution, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in accordance with this section or in determining compensability under this chapter.

(b) Employers, laboratories, medical review officers, employee assistance programs, drug rehabilitation programs, and their agents may not release any information concerning drug test results obtained pursuant to this section without a written consent form signed voluntarily by the person tested, unless such release is compelled by an administrative law judge, a hearing officer, or a court of competent jurisdiction pursuant to an appeal taken under this section or is deemed appropriate by a professional or occupational licensing board in a related disciplinary proceeding. The consent form must contain, at a minimum:

1. The name of the person who is authorized to obtain the information.
2. The purpose of the disclosure.
3. The precise information to be disclosed.
4. The duration of the consent.
5. The signature of the person authorizing release of the information.

(c) Information on drug test results shall not be used in any criminal proceeding against the employee or job applicant. Information released contrary to this section is inadmissible as evidence in any such criminal proceeding.

(d) This subsection does not prohibit an employer, agent of an employer, or laboratory conducting a drug test from having access to employee drug test information or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.

(9) DRUG-TESTING STANDARDS FOR LABORATORIES.—

(a) The requirements of part II of chapter 408 apply to the provision of services that require licensure pursuant to this section and part II of chapter 408 and to entities licensed by or applying for such licensure from the agency pursuant to this section. A license issued by the agency is required in order to operate a drug-free workplace laboratory.

(b) A laboratory may analyze initial or confirmation test specimens only if:

1. The laboratory obtains a license under part II of chapter 408 and s. 112.0455(17). Each applicant for licensure and each licensee must comply with all requirements of this section, part II of chapter 408, and applicable rules.
2. The laboratory has written procedures to ensure the chain of custody.
3. The laboratory follows proper quality control procedures, including, but not limited to:

a. The use of internal quality controls, including the use of samples of known concentrations which are used to check the performance and calibration of testing equipment, and periodic use of blind samples for overall accuracy.
b. An internal review and certification process for drug test results, conducted by a person qualified to perform that function in the testing laboratory.
c. Security measures implemented by the testing laboratory to preclude adulteration of specimens and drug test results.
d. Other necessary and proper actions taken to ensure reliable and accurate drug test results.

(c) A laboratory shall disclose to the medical review officer a written positive confirmed test result report within 7 working days after receipt of the sample. All laboratory reports of a drug test result must, at a minimum, state:

1. The name and address of the laboratory that performed the test and the positive identification of the person tested.
2. Positive results on confirmation tests only, or negative results, as applicable.
3. A list of the drugs for which the drug analyses were conducted.
4. The type of tests conducted for both initial tests and confirmation tests and the minimum cutoff levels of the tests.
5. Any correlation between medication reported by the employee or job applicant pursuant to subparagraph (5)(b)2. and a positive confirmed drug test result.

A report must not disclose the presence or absence of any drug other than a specific drug and its metabolites listed pursuant to this section.

(d) The laboratory shall submit to the Agency for Health Care Administration a monthly report with statistical information regarding the testing of employees and job applicants. The report must include information on the methods of analysis conducted, the drugs tested for, the number of positive and negative results for both initial tests and confirmation tests, and any other information deemed appropriate by the Agency for Health Care Administration. A

monthly report must not identify specific employees or job applicants.

(10) RULES.—The Agency for Health Care Administration shall adopt rules pursuant to s. 112.0455, part II of chapter 408, and criteria established by the United States Department of Health and Human Services as general guidelines for modeling drug-free workplace laboratories, concerning, but not limited to:

(a) Standards for licensing drug-testing laboratories and suspension and revocation of such licenses.

(b) Urine, hair, blood, and other body specimens and minimum specimen amounts that are appropriate for drug testing.

(c) Methods of analysis and procedures to ensure reliable drug-testing results, including standards for initial tests and confirmation tests.

(d) Minimum cutoff detection levels for each drug or metabolites of such drug for the purposes of determining a positive test result.

(e) Chain-of-custody procedures to ensure proper identification, labeling, and handling of specimens tested.

(f) Retention, storage, and transportation procedures to ensure reliable results on confirmation tests and retests.

(11) PUBLIC EMPLOYEES IN MANDATORY-TESTING OR SPECIAL-RISK POSITIONS.—

(a) If an employee who is employed by a public employer in a mandatory-testing position enters an employee assistance program or drug rehabilitation program, the employer must assign the employee to a position other than a mandatory-testing position or, if such position is not available, place the employee on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

(b) An employee who is employed by a public employer in a special-risk position may be discharged or disciplined by a public employer for the first positive confirmed test result if the drug confirmed is an illicit drug under s. 893.03. A special-risk employee who is participating in an employee assistance program or drug rehabilitation program may not be allowed to continue to work in any special-risk or mandatory-testing position of the public employer, but may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. However, the employee shall be permitted to use any accumulated annual leave credits before leave may be ordered without pay.

(12) DENIAL OF BENEFITS.—An employer shall deny an employee medical or indemnity benefits under this chapter, pursuant to this section.

(13) COLLECTIVE BARGAINING RIGHTS.—

(a) This section does not eliminate the bargainable rights as provided in the collective bargaining process if applicable.

(b) Drug-free workplace program requirements pursuant to this section shall be a mandatory topic of negotiations with any certified collective bargaining agent for nonfederal public sector employers that operate under a collective bargaining agreement.

(14) APPLICABILITY.—A drug testing policy or procedure adopted by an employer pursuant to this chapter shall be applied equally to all employee classifications where the employee is subject to workers' compensation coverage.

(15) STATE CONSTRUCTION CONTRACTS.—Each construction contractor regulated under part I of chapter 489, and each electrical contractor and alarm system contractor regulated under part II of chapter 489, who contracts to perform construction work under a state contract for educational facilities governed by chapter 1013, for public property or publicly owned buildings governed by chapter 255, or for state correctional facilities governed by chapter 944 shall implement a drug-free workplace program under this section.

History.—s. 13, ch. 90-201; s. 13, ch. 91-1; s. 1, ch. 91-201; s. 4, ch. 91-429; s. 9, ch. 93-415; s. 3, ch. 95-119; s. 3, ch. 96-289; s. 284, ch. 96-406; s. 198, ch. 96-410; s. 1050, ch. 97-103; s. 99, ch. 97-264; s. 3, ch. 99-186; s. 14, ch. 2000-320; s. 1, ch. 2002-14; s. 5, ch. 2002-78; s. 16, ch. 2002-194; s. 8, ch. 2002-196; s. 51, ch. 2003-1; s. 60, ch. 2004-5; s. 7, ch. 2005-55; s. 178, ch. 2007-230; s. 1, ch. 2009-127; s. 49, ch. 2009-132; s. 2, ch. 2012-8; s. 3, ch. 2013-141; s. 6, ch. 2015-34; s. 10, ch. 2015-100; s. 15, ch. 2016-105; s. 25, ch. 2016-145; s. 77, ch. 2016-241; s. 33, ch. 2017-173; s. 14, ch. 2019-159.

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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, Repealing Chapter 2, Article I, Section 2-19 of the City Code of Ordinances entitled "Drug Free Work Place;" Renaming Chapter 2, Article X to be entitled "Employee Handbook," Renaming and Amending Section 2-151 entitled "Personnel Policy Manual Adopted by Reference" to rename the section "Employee Handbook and Drug Free Workplace Adopted by Reference;" Providing for Conflicts, Severability, and 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;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ 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.

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):

Removes the Drug Free Workplace policy from an ordinance and adopts the policy by reference. City Administration seeks to proactively ensure ongoing compliance with Florida law by transitioning workplace policies from fixed codified ordinances to more adaptable administrative policies and procedures.

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:

4. Additional information the governing body deems useful (if any):

NONE

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

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.

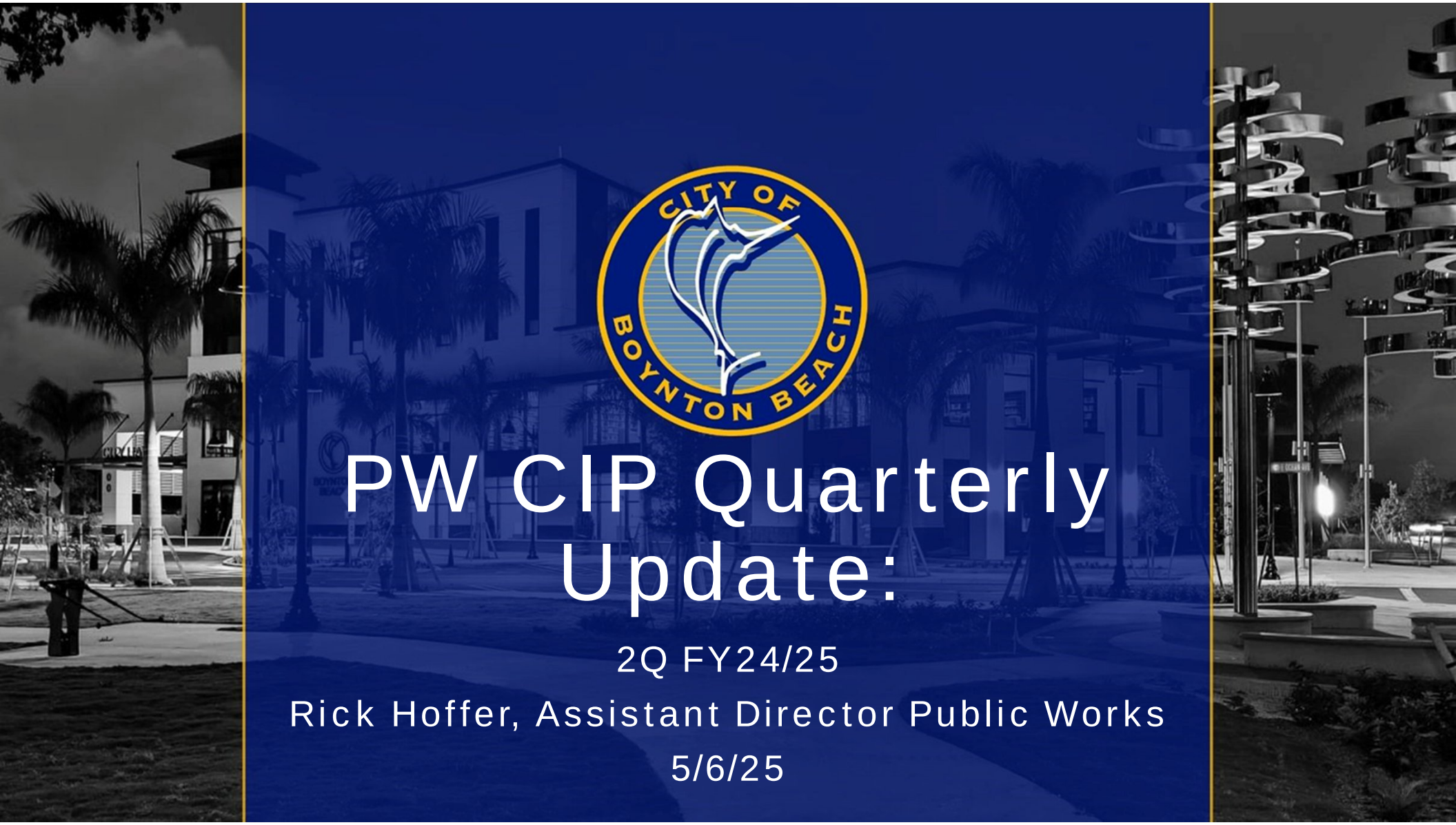
Explanation of Request: Presentation and Review of the FY2025 2nd Quarter - Capital Improvement Plan

How will this affect city programs or services? No effect

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Quarterly CIP Update 2Q FY24-25 Presentation



PW CIP Quarterly Update:

2Q FY24/25

Rick Hoffer, Assistant Director Public Works

5/6/25

CIP 2Q FY24/25 Update: Project Updates

Mission Hill Bridge - Repairs:

Description	Perform needed repairs to bridge to address settlement of abutments and approach slabs.
AE	N/A
Contractor	Madsen Barr
Phase	Complete
Design Cost	N/A
Construction Cost	$105K
Status	Start Construction: 3/25/25A Construction Complete: 3/28/25A



CIP 2Q FY24/25 Update: Project Updates

Lake Boynton Estates - Paving:

Description	Paving/sidewalks/ADA/ pavement markings; new road construction
AE	N/A
Contractor	Atlantic Southern Paving and Sealcoating
Phase	Complete
Design Cost	N/A
Construction Cost	$1.31 M
Status	Start Construction: 10/28/24A Construction Complete: 3/31/25A





CIP 2Q FY24/25 Update: Project Updates

Jaycee Park – Fishing Pier Repairs:

Description	Fishing pier repairs
AE	N/A
Contractor	JEB Construction
Phase	Complete
Design Cost	N/A
Construction Cost	$29K
Status	Start Construction: 3/31/25A Construction Complete: 4/9/25A





CIP 2Q FY24/25 Update: Project Updates

Intracoastal Park – Restroom Epoxy Floors:

Description	Remove existing/construct new Epoxy floors.
AE	N/A
Contractor	RMJ Construction
Phase	Complete
Design Cost	N/A
Construction Cost	$9.6K
Status	Start Construction: 3/27/25A Construction Complete: 4/9/25A





CIP 2Q FY24/25 Update: Project Updates

Meadows Split Rail Fencing:

Description	Split rail fence with restrictive gates Concrete sidewalk & bench pads.
AE	N/A
Contractor	Hornrich Construction
Phase	Complete
Design Cost	N/A
Construction Cost	$39K
Status	Start Construction: 3/10/25A Construction Complete: 4/3/25A







CIP 2Q FY24/25 Update: Project Updates

Jaycee Park Playground Removal:

Description	Remove playground equipment
AE	N/A
Contractor	Hornrich Construction
Phase	Complete
Design Cost	N/A
Construction Cost	$19.8K
Status	Start Construction: 3/21/25A Construction Complete: 3/28/25A





CIP 2Q FY24/25 Update: Project Updates

Denson Pool - Heaters:

Description	Replacement of existing pool heaters
AE	N/A
Contractor	Symbiont Service Corp
Phase	Complete
Design Cost	N/A
Construction Cost	$91K
Status	Start Construction: 1/15/25A Construction Complete: 3/27/25A





CIP 2Q FY24/25 Update: Project Updates

Quantum Blvd. – Roundabout Pavement:

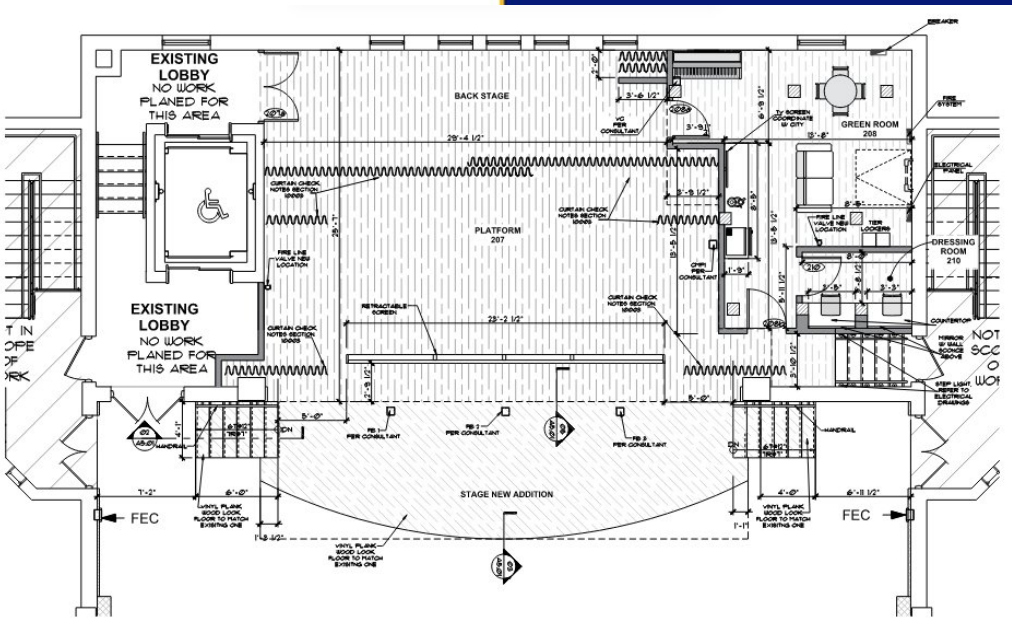
Description	New pavement markings, replace damaged valley gutter and sidewalks, install new cross walk signals & signage.
AE	N/A
Contractor	All County Paving
Phase	Construction
Design Cost	N/A
Construction Cost	$70K
Status	Start Construction: 4/3/25A 85% Complete Construction Complete: 4/30/25 (Est.)



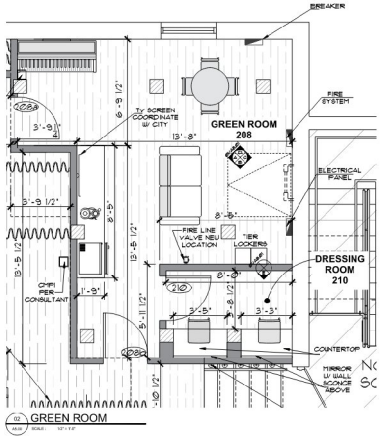
CIP 1Q FY24/25 Update: Project Updates

Cultural Center Auditorium:

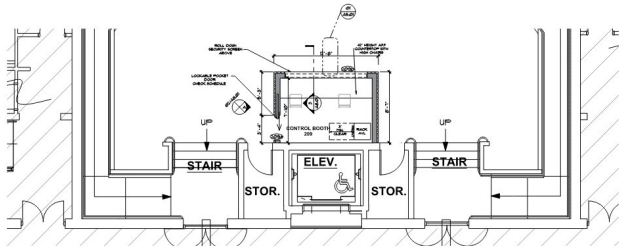
Description	Stage, audio/visual, and lighting Improvements.
AE	AKA
Contractor	Lassco
Phase	Procurement (Construction)
Design Cost	$1119K
Construction Cost	$1.24M (Bid Price)
Status	Advertise for Bid: 1/26/25A Bid Date: 3/3/25A Start Construction: April 2025 (Est.) Construction Complete: December 2025 (Est.)



01 PLATFORM BACK STAGE PLAN



02 GREEN ROOM



03 SOUND BOOTH PLAN

CIP 1Q FY24/25 Update: Project Updates

SE 1st Street:

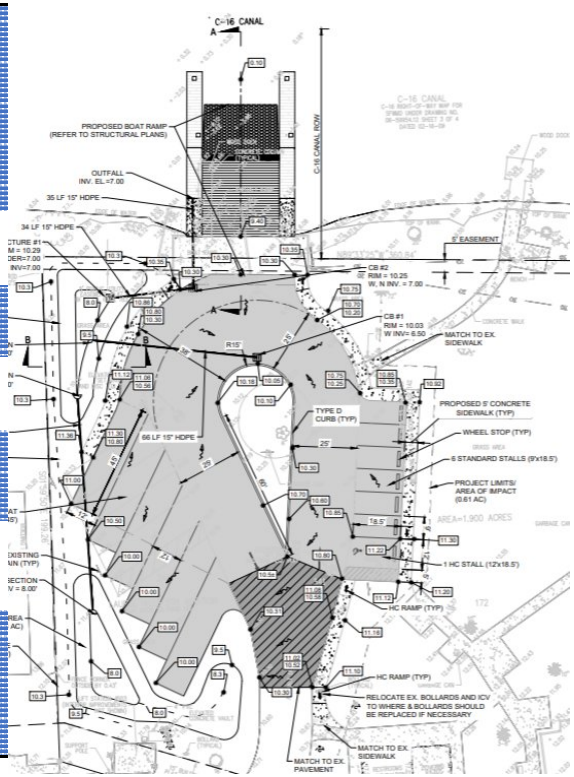
Description	Construction of a shared use path, a sidewalk, roadway, and drainage improvements. LAP Grant: $1.5M
AE	Kimley Horn
Contractor	TBD
Phase	Procurement (Construction)
Design Cost	$333K
Construction Cost	$5.4M (Est.)
Status	Start Construction: August 2025 (Est.) Construction Complete: August 2026 (Est.)



CIP 1Q FY24/25 Update: Project Updates

Pioneer Park – Boat Ramp:

Description	Reconfiguration of the existing boat ramps and docks. FIND Grant: $819K
AE	AKA
Contractor	TBD
Phase	Procurement (Construction)
Design Cost	$104K
Construction Cost	$ 1M (Est.)
Status	Start Construction: August 2025 (Est.)

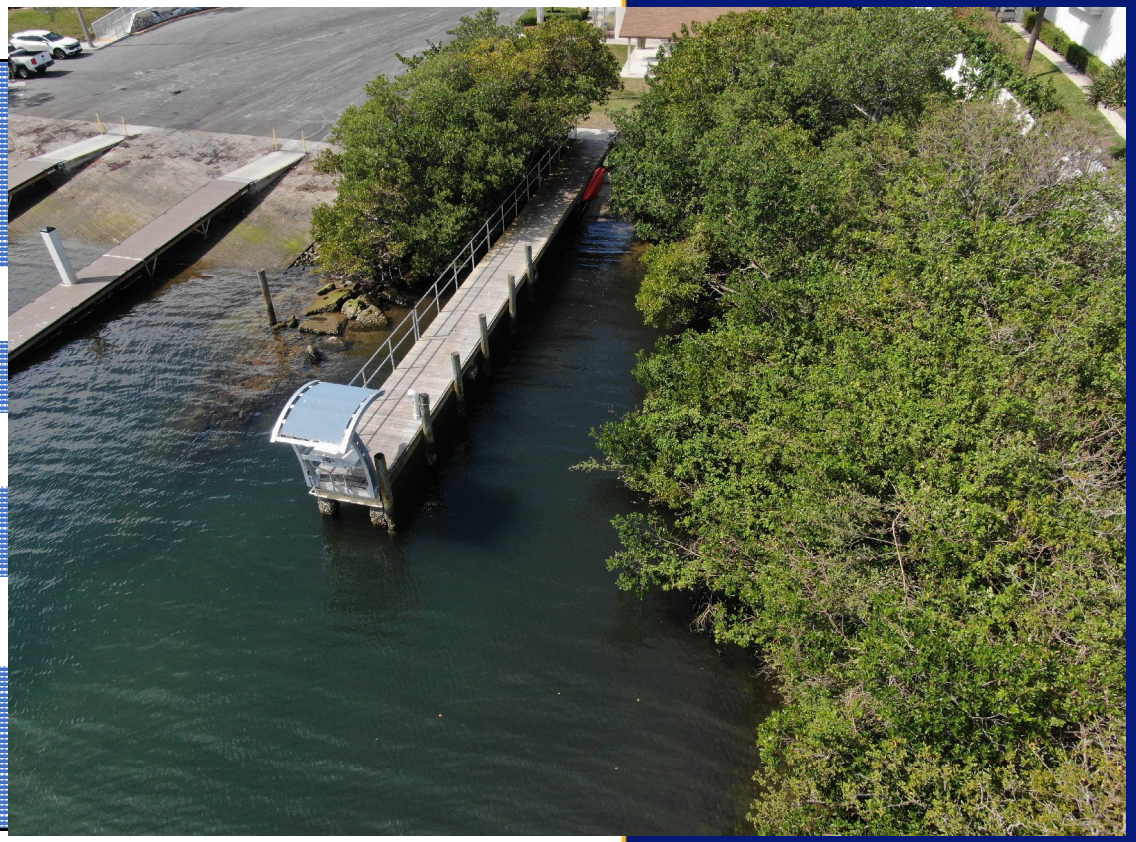




CIP 1Q FY24/25 Update: Project Updates

FD – Boat Dock and Lift:

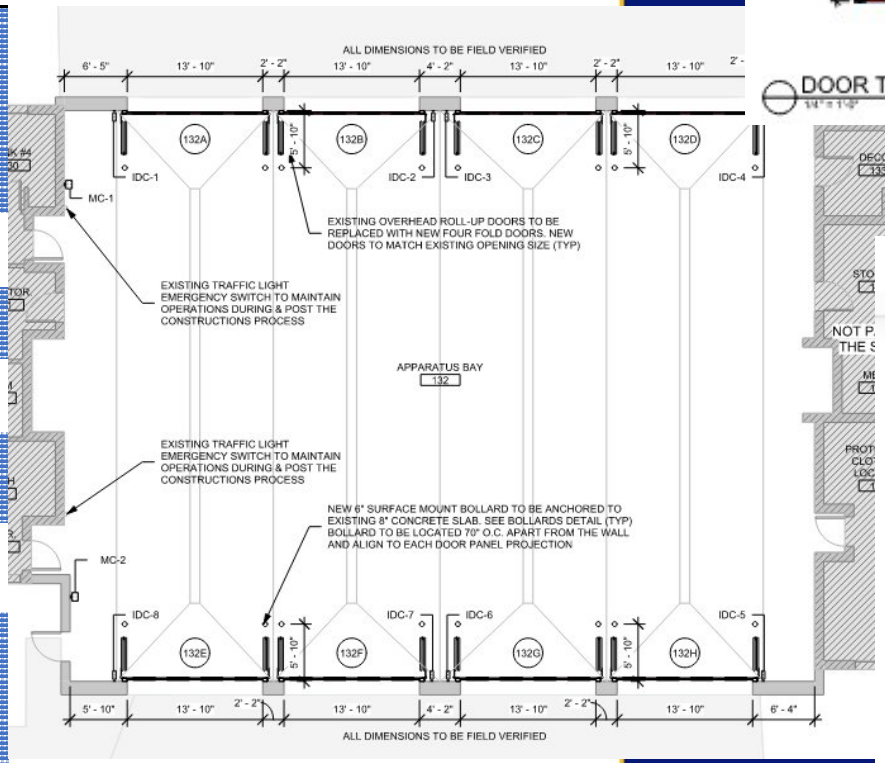
Description	Installation of electric boat lifts for FD/PD FIND Grant: $109K
AE	Sea Diversified
Contractor	TBD
Phase	Procurement (Construction)
Design Cost	$35K
Construction Cost	$220K (Est.)
Status	Bid Date: April 24, 2025 (Scheduled) Start Construction: June 2025 (Est.) Construction Complete: November 2025 (Est.)

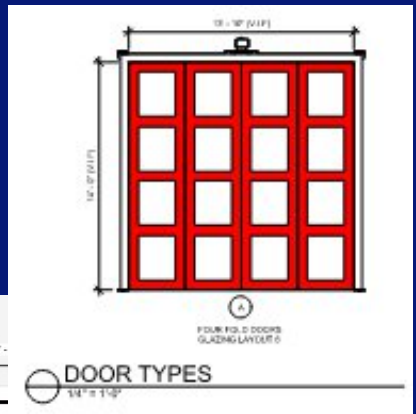


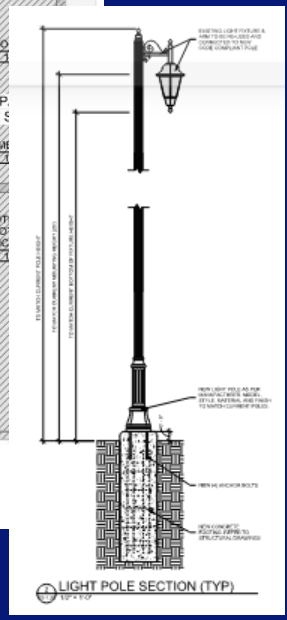
CIP 1Q FY24/25 Update: Project Updates

Fire Station #2 (Hardening):

Description	Hardening of Fire Station #2 to mitigate wind damage. FCOM CDBG-MIT Grant: $572K
AE	2GHO
Contractor	TBD
Phase	Design
Design Cost	$43K
Construction Cost	$550K (Est.)
Status	Design 95% Complete Start Construction: August 2025 (Est.) Construction Complete: January 2026 (Est.)



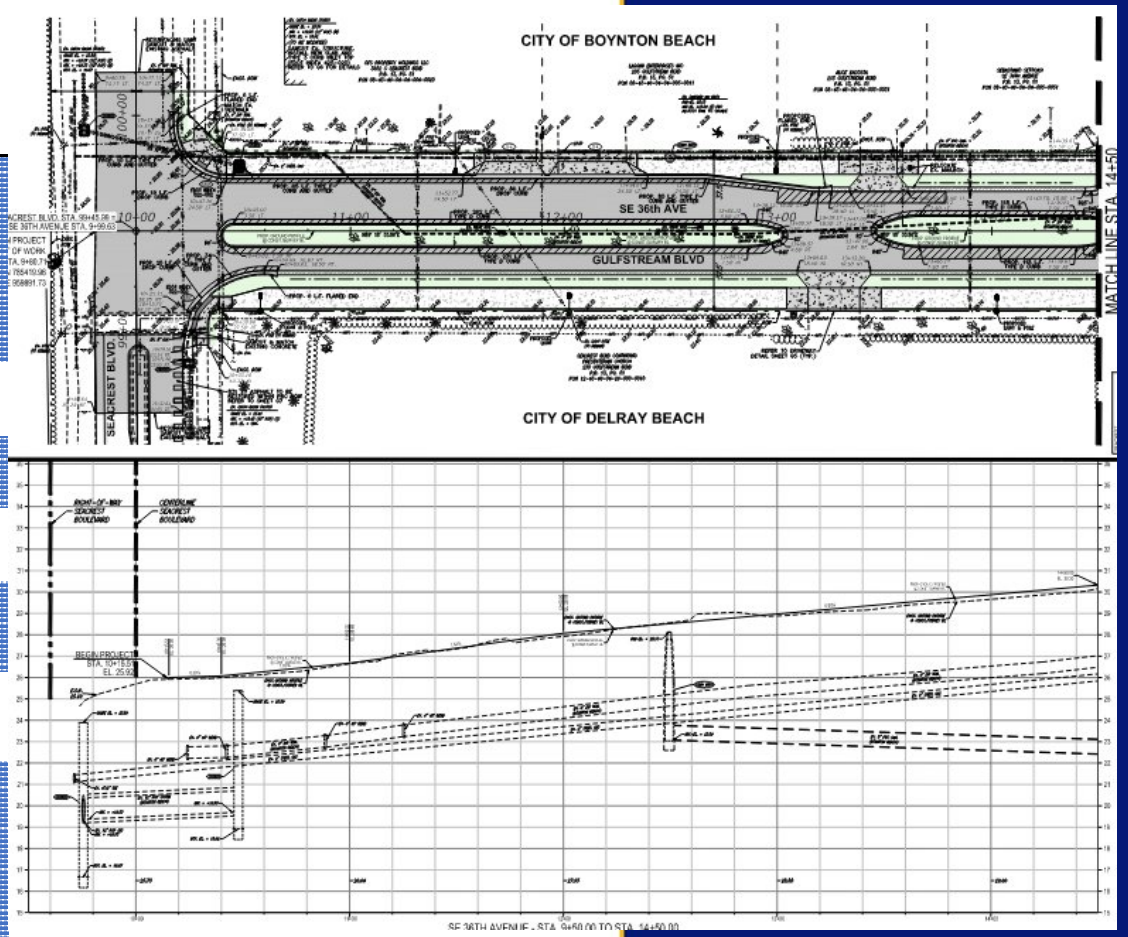




CIP 1Q FY24/25 Update: Project Updates

SE 36th Ave (Gulfstream Blvd) Road Rehab:

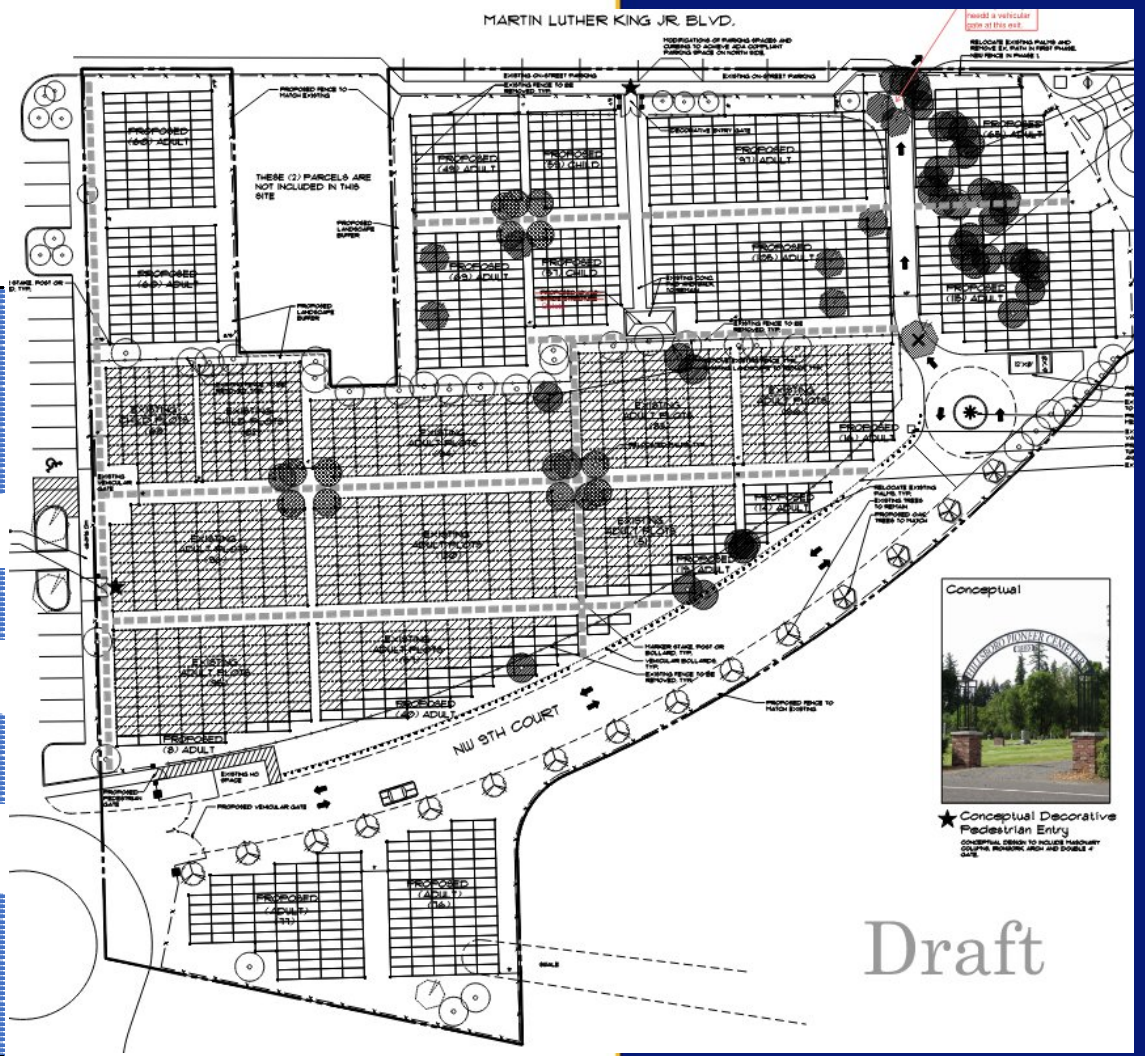
Description	Roadway, landscape, lighting, and drainage improvements. Joint project with Delray Beach.
AE	Calvin, Giordano & Assoc
Contractor	TBD
Phase	Design
Design Cost	$466k
Construction Cost	$3.2M (Est.)
Status	Design 90% Complete Start Construction: January 2026 (Est.) Construction Complete: July 2026 (Est.)



CIP 1Q FY24/25 Update: Project Updates

Sara Sims Cemetery – Expansion Project:

Description	Cemetery expansion
AE	2GHO
Contractor	TBD
Phase	Design
Design Cost	$60K
Construction Cost	$325K (Est.)
Status	Design Complete: April 2025 (Est.) Start Construction: June 2025 (Est.) Construction Complete: November 2025 (Est.)



CIP 1Q FY24/25 Update: Project Updates

Mangrove Park – Boardwalk Removal:

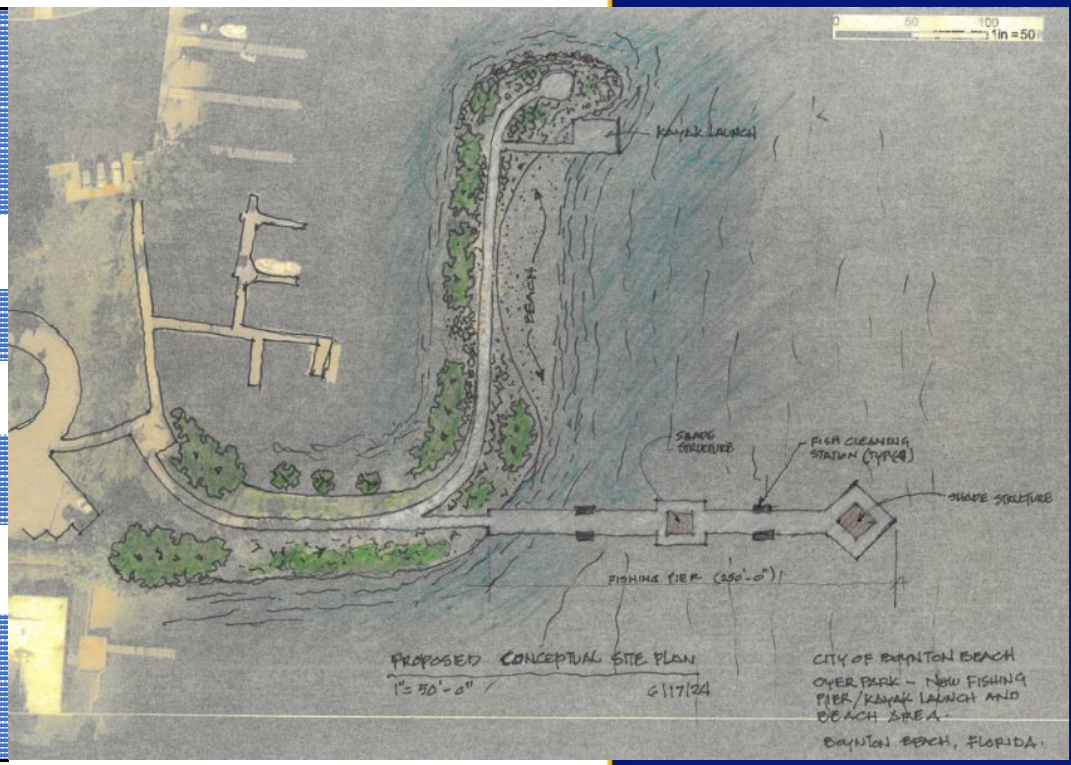
Description	Removal of the Mangrove Park Boardwalk
AE	Keith
Contractor	TBD
Phase	Design
Design Fee	$159K
Construction Cost	$750K (Est.)
Status	NTP Design: 2/10/25A Construction Complete (Demo): February 2026 (Est.)



CIP 1Q FY24/25 Update: Project Updates

Harvey Oyer Jr. Park – Pier Replacement:

Description	Replacement of pier
AE	AKA
Contractor	TBD
Phase	Design
Preliminary Design Fee	$45K
Construction Budget	TBD
Status	Complete Concept Design- May 2025



CIP 1Q FY24/25 Update: Project Updates

Pence Park - Reconstruction:

Description	New football/soccer fields and basketball courts.
AE	West Architecture + Design
Contractor	TBD
Phase	Procurement (Design)
Design Budget	$400K
Construction Budget	TBD
Status	Start Design: May 2025 (Est.)



CIP 1Q FY24/25 Update: Project Updates

Centennial Park – Turf:

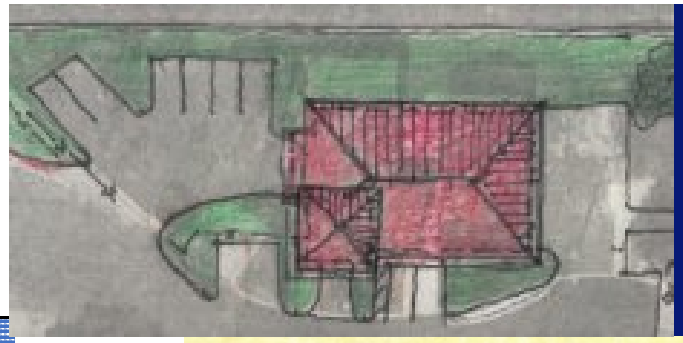
Description	Replacement of landscaping.
AE	Keith
Contractor	FieldTurf
Phase	Planning
Design Budget	$75K
Construction Budget	$750K (Est.)
Status	NTP Design: May 2025 (Est.) Construction Complete: July 2026 (Est.)

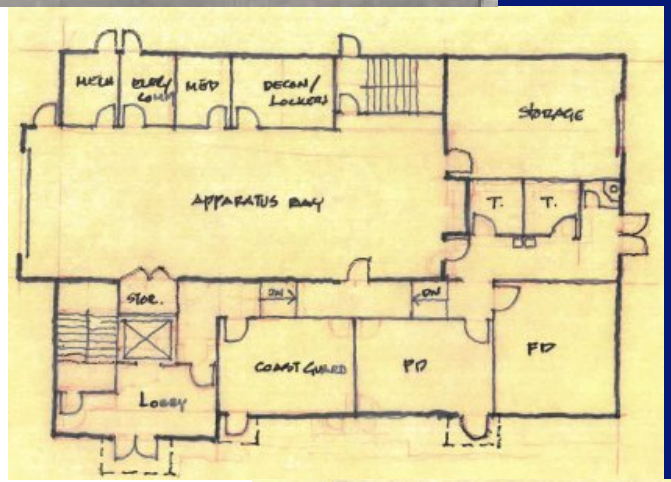


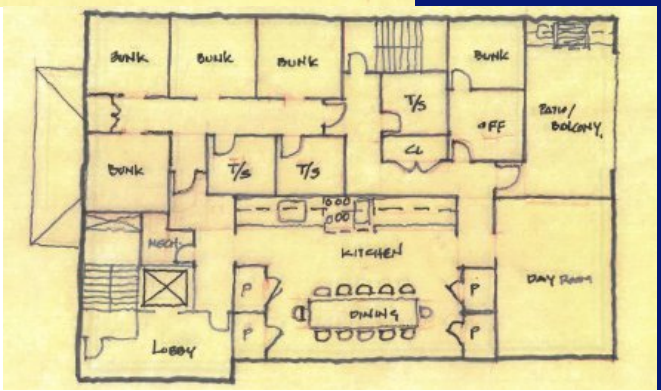
CIP 1Q FY24/25 Update: Project Updates

Marine Complex:

Description	New Marine Complex for Fire and Police Department.
AE	West Architecture + Design
Contractor	TBD
Phase	Planning
Design Budget	$500K
Construction Cost	$4.5M (Est.)
Status	Start Design: May 2025 (Est.)







CIP 1Q FY24/25 Update: Project Updates

Jaycee Park – Master Plan/New Play Structure:

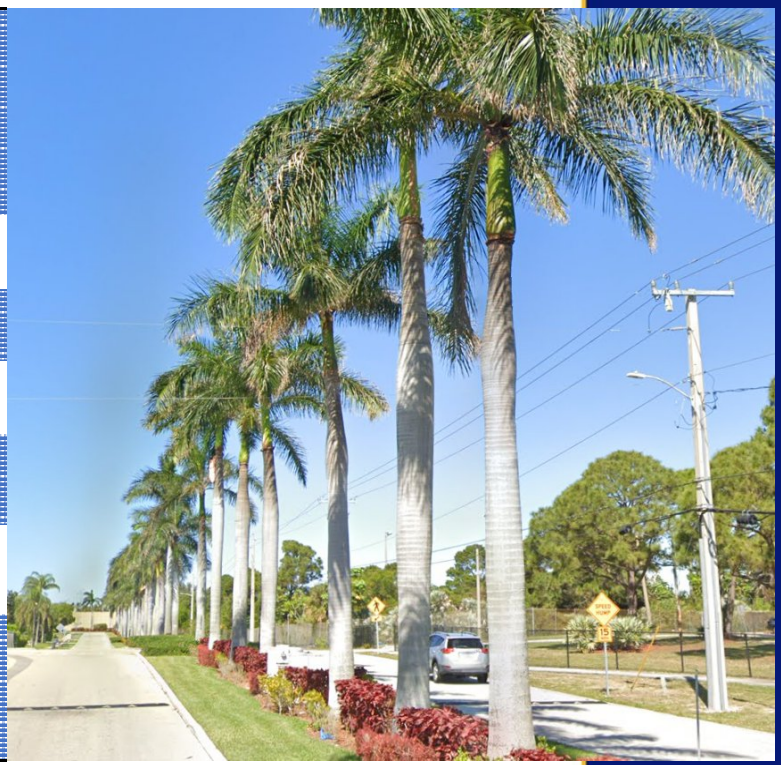
Description	Master plan of park including replacement of play structure.
AE	Miller Legg
Contractor	TBD
Phase	Planning
Design Budget	$100K
Construction Budget	$350K
Status	NTP Design: May 2025 (Est.)



CIP 1Q FY24/25 Update: Project Updates

Lawrence Road Beautification:

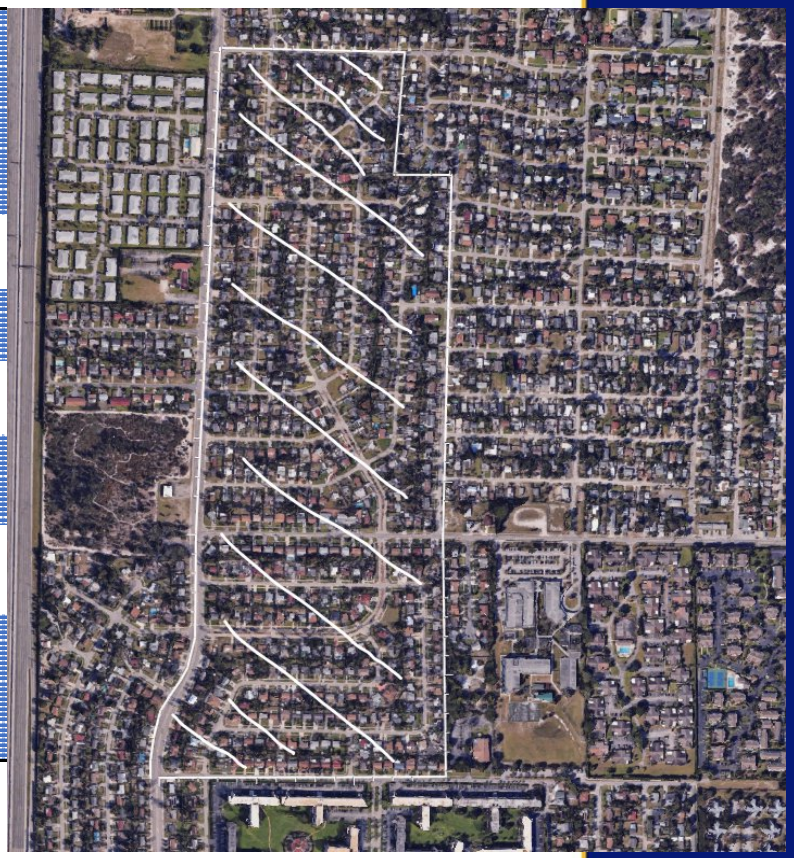
Description	Improved landscape islands, add irrigation, and improvements to traffic patterns.
AE	Craven Thompson
Contractor	TBD
Phase	Planning
Design Budget	$135K
Construction Cost	TBD
Status	Start Design: June 2025 (Est.)



CIP 1Q FY24/25 Update: Project Updates

San Castle:

Description	Upgrade drainage, utilities, and roadway improvements. FCOM CDBG-MIT Grant: $16.5M
AE	TBD
Contractor	TBD
Phase	Planning
Design Budget	$1.4M
Construction Budget	$17.6M (Est.)
Status	Start Design: July 2025 (Est.) Start Construction: July 2026 (Est.) Construction Complete: July 2027 (Est.)



CIP 1Q FY24/25 Update: Project Updates

Fire Station 3 – New Fire Station:

Description	New Fire Station No. 3
Design Build Designer	TBD
Design Build Contractor	TBD
Phase	Planning
Design Budget	TBD
Construction Cost	TBD
Status	RFQ Design: August 2025 (Est.)



City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

City Attorney update and discussion requested by Commissioner Turkin regarding campaign filing fees, sign bonds, and petitions.

Requested Action: Discuss and provide final direction to City staff.

Explanation of Request: The City Attorney's Office requests direction from the City Commission regarding the following:

- Number of petitions required to run for City Commission or Mayor.
- Amount of the Administrative Filing Fee.
- Amount of the Campaign Sign Bond.
- Amount of Civil Citation for violation of Campaign Sign Bond provision.

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

Account Line Item and Description: N/A

Fiscal Impact: N/A

Attachments:
Campaign_Filing_Fees_and_Bond_Fees (1).pptx
Sample Ordinance_No._25-XXX_Verification Campaign Filing Fee and Sign Bonds 4.28.25.docx



City Attorney's Office

Campaign Filing Fee and Sign Bond Fee

May 6, 2025

Campaign Filing Fees

Comparisons

- Doral - $100
- Coral Gables - $200
- Hialeah - $100 qualifying fee and an election assessment of $440.00 (1% of the annual salary of the office sought, which is required by 99.093, Fla. Stat.) from the campaign account.

Campaign Filing Fees

Comparisons

- Wellington – Total Qualifying Fee: A filing fee (3% of annual salary of the office) and election assessment (1% of annual salary of office).
- Palm Beach Gardens – A filing fee (3% of annual salary of the office) and election assessment (1% of annual salary of office).
- West Palm Beach – A filing fee (5% of the annual salary of the office) and election assessment (1% of annual salary of office).
- Riviera Beach – A filing fee (5% of the annual salary of the office) and election assessment (1% of annual salary of office).
- Boca Raton – No additional filing fee.

Political Sign Bond Fee

- Section 106.1435, Fla. Stat. expects the removal of all political campaign advertisements within 30 days after withdrawal, elimination, or election to office.

- Also allows the City to charge a candidate for the actual cost of removal and expressly allows the City to impose additional or more stringent requirements.





Political Sign Bond Fee

Comparisons

- Doral - $500. Fee is returned to candidate only if all signs have been removed within 7 calendar days of the election.
- Hallandale Beach - $200. The City returns $100 once signs removed and keeps the other $100 to cover administrative costs. Exception for candidates pursuant to Section 99.093(2), Fla. Stat. Can pay with personal account but not required.
- Miami Springs - $200. Requires removal of all signs within 7 days.
- Hialeah - $150 for anyone installing 50+ signs. Exception for candidates pursuant to Section 99.093(2), Fla. Stat.

Political Sign Bond Fee



Comparisons

- Boca Raton - $500 cash bond if placing 10 or more signs. All signs must be removed within 5 days after the election day.
- Delray Beach - Does not charge a sign bond fee. Signs must be removed within 10 days after the date of the election.
- Wellington – Does not charge a sign bond fee.
- Riviera Beach – Does not charge a sign bond fee.
- West Palm Beach – Does not charge a sign bond fee.
- Lake Worth Beach – Does not charge a sign bond fee. Signs must be removed within 3 days after the election.
- Palm Beach Gardens – Does not charge a sign bond fee. Signs must be removed within 7 days after the election.

Personal vs. Campaign Account Requirement



Requirement to pay sign bond fee from personal funds:

- There is no Florida Statute or campaign finance regulation regarding whether sign bond fees must be paid from a candidate's personal funds or campaign funds.
- Relevant Precedents:

1. **Florida Elections Commission Cases (e.g., FEC 21-317, FEC 22-397):** The Commission has consistently held that fines and penalties for violations of election law must be paid from personal funds, not campaign accounts.

2. **Section 106.07(8), Florida Statutes:** Fines for untimely reports, certifications, and filings are not an allowable campaign expenditure and shall be paid only from personal funds of the candidate.

Direction from City Commission

Seeking direction regarding the following:

- ❑Number of petitions required to run for City Commission or Mayor.
- ❑Amount of the Administrative Filing Fee, if any.
- ❑Amount of the Campaign Sign Bond, if any.
- ❑Amount of Civil Citation for violation of the Campaign Sign Bond provision.

End of Presentation

ORDINANCE NO. 25-XXX

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 2, ARTICLE III "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.

WHEREAS, Section 2-42 of the City's Code of Ordinances currently requires candidates to file a petition signed by at least twenty-five (25) duly qualified voters of the City and establishes a filing fee of twenty-five dollars ($25.00) for candidates seeking to appear on the official ballot for regular and special elections in the City; and

WHEREAS, the number of petitions and filing fee amount have remained unchanged for a significant period and no longer reflect the City's current population or administrative costs associated with elections; and

WHEREAS, the City Commission has determined that an increase in the number of petitions required to qualify, and the filing fee is warranted to more accurately reflect the administrative costs incurred by the City in processing candidate applications and conducting elections; and

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Words in underlined type are additions.

WHEREAS, Article I, Section 3 of the City Charter establishes residency requirements for candidates running for the office of Mayor or City Commission; however, it does not establish verification requirements; and

WHEREAS, the City Commission desires to clarify the documentation required to qualify for office within the City; and

WHEREAS, the City seeks to ensure proper placement and timely removal of temporary campaign signs; and

WHEREAS, the City recognizes the importance of political speech protected by the First Amendment while also recognizing the need for reasonable time, place, and manner restrictions to serve significant governmental interests;

WHEREAS, the City has a legitimate governmental interest in maintaining the aesthetic appearance of the community, preventing visual clutter, and ensuring traffic safety; and

WHEREAS, the City Commission has studied filing fees and political sign bond fees charged by comparable municipalities in Palm Beach County and the State of Florida to ensure that any fees or penalties remain reasonable and do not create an undue burden to candidate participation; and

WHEREAS, the City Commission finds that requiring personal financial responsibility for sign bonds and penalties serves the public interest by ensuring candidates maintain accountability for campaign signage compliance; and

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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; and,

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: Chapter 2, Article III, Section 2-42 "Official ballot, filing fees" of the City Code of Ordinances is hereby re-named "Candidate Requirements and Qualifications, Official Ballot, and Filing Fees," and amended to read as follows:

Sec. 2-42. Candidate Requirements and Qualifications, Official ballot, and filing fees.

(a) Candidates for the Offices of Mayor and City Commission shall:

(1) Be registered and qualified electors of the City and at least 21 years of age at the time of their qualifying as a candidate with the City Clerk;
(2) Have legally resided within the City of Boynton Beach at least one year prior to qualifying for the office. Positive and presumptive proof of legal residence must be presented at the time the candidate qualifies. The documents presented to the City Clerk shall include but not be limited to at least three of the following (as applicable) demonstrating the candidate's residency in the City for at least one year prior to qualifying for the office: (i) lease agreement(s); (ii) proof of home ownership; (iii) driver's license and/or Florida identification card with a City of Boynton Beach residential address; (iv) utility bills or other bills in the candidate's name; (v) copies of the candidates filed income tax returns;
(3) Provide a Voter's Registration Card with a City of Boynton Beach residential address and precinct; and
(4) Be required to maintain an actual and legal residence for the duration of their term of office in the City.

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(b) The City Commission shall prepare or cause to be prepared the official ballot for each regular and special election of the Cc~~c~~ity. Each candidate for the Office of the City Commission shall file a petition signed by at least ~~twenty-five (25)~~ _____ duly qualified voters of the City, and each Mayoral candidate shall file a petition signed by at least ~~)~~ _____ duly qualified voters of the City.~~, and shall~~ All candidates shall submit an administrative filing fee of ~~twenty-five dollars ($25.00)~~ _____, in addition to any election assessment fee established by section 99.093, Florida Statutes. Such fees will be waived if the candidate is exempt from paying the election assessment under section 99.093, Florida Statutes.

(c) Completion of these requirements ~~which~~ will result in the appearance in alphabetical order of the name of the particular candidate upon the official general election ballot. All such filing fees collected shall be deposited to the general fund. None but the official ballot shall be used.

Section 3: Chapter 2, Article III, Section 2-48 "Campaign Signs – Bonds, Penalties, and Financial Responsibility" of the City Code of Ordinances is hereby created to read as follows:

Sec. 2-48. Campaign Signs – Bonds, Penalties, and Financial Responsibility.

(a) Definitions.

For purposes of this section, the following terms shall have the meanings indicated below:

(1) "Campaign sign" means any temporary sign erected, placed, or displayed for the purpose of influencing voter opinion in connection with any City election, referendum, or political campaign.

(2) "Candidate" means any person who has qualified as a candidate for Mayor or the City Commission or who has filed an intention to seek such office.

(3) "Personal account" means any financial account owned by the candidate as an individual and not associated with or connected to any campaign account created under Chapter 106, Florida Statutes.

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(b) Sign Bond Requirement.

(1) Prior to the placement of any campaign signs within the City limits, each candidate shall post a refundable sign bond in the amount of $_____ with the City Clerk.

(2) The sign bond shall be paid by personal check, cashier's check, or money order drawn from the candidate's personal account, not from any campaign account created under Chapter 106, Florida Statutes.

(3) The candidate shall complete a Sign Bond Affidavit, on the form provided by the City Clerk, certifying that the funds used for the sign bond are from the candidate's personal account and not from any campaign account.

(c) Refund of Sign Bond and Penalties.

(1) Any violation or repeat violation of this article may be pursued by the community standards division by any means available by law or equity. Any candidate or campaign violating this section shall be issued a civil violation (citation) in the amount of $100.00 per violation. After 24 hours' notification is given to the campaign chairperson or designee, the City may draw on the bond placed pursuant to this section towards the payment of any delinquent penalties which are assessed by the City for any violations of the provisions herein

(2) The sign bond will be refunded in full to the candidate's personal account if:

a. All of the candidate's campaign signs are removed by the candidate or the candidate’s representatives within seven (7) days following the election; and

b. No violations of this section occurred during the campaign period.

(3) If the candidate or candidate’s representatives fail to remove all campaign signs within seven (7) days following the election, or if violations of this section occurred during the campaign period, the sign bond will be forfeited to the extent necessary to cover the costs of sign removal by the City and/or any assessed penalties.

(4) Any portion of the sign bond remaining after deduction of costs and penalties will be refunded to the candidate's personal account.

(5) Nothing herein prevents the City from charging a candidate the actual removal cost pursuant to section 106.1435, Florida Statutes, or from citing a candidate for violations of the City Code pursuant to Chapter 162, Florida Statutes.

(6) The candidate shall pay any costs or penalties assessed pursuant to this section from a personal account, not from any campaign account established under Chapter 106, Florida

Statutes, and the candidate shall submit a Payment Affidavit, on the form provided by the City Clerk, certifying that any penalties or costs paid are from the candidate's personal account and not from any campaign account.

(d) Post-Election Audit.

(1) The City Clerk shall conduct a random audit of campaign treasurers' reports filed by candidates following each election to verify compliance with the personal payment requirements of this section.

(2) Any candidate selected for audit shall provide documentation verifying that sign bonds and penalties were paid from personal accounts and that no reimbursement from campaign funds occurred.

Section 4: 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 5: 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 6: Conflicts. 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.

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Section 7. Effective Date. This Ordinance shall take effect immediately upon adoption.

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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

Rebecca Shelton
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____

Shawna G. Lamb
City Attorney

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 05/ 6/2025

City Attorney request for Shade Meetings.

Requested Action: City Attorney Lamb will be requesting two shade meetings. Consensus on time and dates will be needed from the Commission.

Explanation of Request: NA

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.



Animal Control Presentation

Joe DeGiulio

Chief of Police

Historical Information

- The City of Boynton Beach used to maintain their own animal shelter and had two (2) employees, closed in the late 90's.
- The Police Department reclassified the position to an Animal Cruelty Investigator (ACI) in the Police Support Services Division on October 1, 1999.
- The ACI retired on April 30, 2024, after 30 years of employment.
- May 1, 2024, the ACI was brought back as a temporary employee with the Police Department.
- ACI position was not included in 24/25 budget, reclassified to a position responsible for recruiting/hiring/staffing and vacant position is now being reclassified to a Real Time Crime Center Analyst

BBPD's Plan to Cover Animal Cruelty's Responsibilities

- Dedicate a full-time Public Safety Aide (PSA) to handle the manner and keeping issues, minor neglect violations, nuisance calls. PSA will be a certified animal care and control officer through FSS and authorized to issue civil citations.
- Continue road patrols response to Calls for Service (CFS) for animal related calls. Historical data shows road patrol has handled 75% of animal related CFS
- Continue providing training to Road Patrol, Public Safety Aides, Code Officers and training for Park Rangers in the future. (Cross-training)
- Utilize county resources already in place for the 38 municipalities to assist with dog-bites, dangerous dogs, and other nuisance issues.
- Dedicate Detectives to handle any cruelty case involving an investigation.
- Identify officers on each platoon as the dedicated Animal Cruelty/Care and Control points of contact as an ancillary duty. (Force Multiplier)
- Continue to use outside vendor, Extreme Pest Control, for dead animal calls.
- Retired Animal Cruelty Investigator on contract for training and consulting.

BBPD's Plan to Cover Animal Cruelty's Responsibilities

- The responsibilities of the Animal Cruelty Investigator have been dispersed throughout the PD and City to:
  - Police Department
    - Road Patrol-Responding to calls when the PSA is not available
    - Public Safety Aide-will have one PSA that will solely handle animal related tasks and be ACC certified
    - Special Victim's Unit (for Criminal Investigations)
  - Community Standards-will be used as a resource for above officers
  - Palm Beach County Animal Care and Control-will be used as a resource for above officers
- The Boynton Beach Police Department was the only municipal police department in Palm Beach County that had its own Animal Cruelty Investigator (Civilian Officer).
- Other municipal police departments were surveyed and stated they utilize the county resources and have officers/detectives handle the criminal offenses.

Community Standards

14 calls received since October 1, 2024

10 calls received a response from Community Standards.

4 were unfounded or forwarded to Animal Care & Control.

Case Number	Reason for Call
24-2841	Complaint - Dog without a leash.
24-2561	Complaint – Pet without a leash.
25-188	Manner of keeping & county registration.
25-163	Requested information on leash law.
25-15	Dog kept in crate – animal w/o adequate shelter.
24-3204	Manner of keeping.
24-3216	Complaint – Loose dog.
24-3356	Leash Law.
24-3003	Manner of keeping.
24-2729	Manner of keeping.
No case opened	Possible cat hoarder.
No case opened	Dog killed dog.
No case opened	Complaint – Barking dog.
No case opened	Leash law.

Police Department

190 Calls for Service (CFS) w/Response since October 1, 2024 – March 23, 2025.

Total Calls – Officer Response: 190

Animal Call – 171

Animal Bite – 19

Total Reports Created – 45

Animal Call – 28

Animal Bite – 17

Charges Filed: 1

Conservation – Animals – Torment Deprive Mutilate Kill | 828.12(1)

BBPD Calls for Service
January 8 2024 – March 23, 2025

Total Calls for Service: 872
Animal Call – 822
Animal Bite – 50

Total Reports Created: 190
Animal Call – 147
Animal Bite – 43

Total Calls – Officer Response: 872
Animal Call – 822
Animal Bite – 50

BBPD Animal Cruelty Charges
January 8 2024 – March 23, 2025

Charges Filed	Amount
Conservation – Animals – Abandon/Confine WO Food Water Exercise | 828.13	1
Conservation – Animals – Abandonment of Animal | 828.13(3)	3
Conservation – Animals – Torment Deprive Mutilate Kill | 828.12(1)	3
Conservation – Animals – Torture Inflict Pain Serious Physical Inj Death | 828.12(2)	1
Grand Total	**8**

**Since 2020, the BBPD averages 7 filed criminal cases and responds to on average 600 CFS per year*

BBPD ANIMAL SERVICES

BBPD has always, and will continue to, provide animal control services to the Boynton Beach community. Do you have an animal-related concern? Learn about your options below. ⬇

ANIMAL BITE/AGGRESSION



HIGH PRIORITY: CALL 911

This type of incident would require an immediate response.
If you encounter a loose, aggressive animal, one that is threatening, or in imminent danger, or if you or someone you know has been bitten by an animal, call 911 and a BBPD Officer will respond.

INJURED/LOOSE ANIMAL

MODERATE PRIORITY: CALL 561-732-8116

This type of incident would be considered a non-emergency response.
To report a non-aggressive, loose, injured, or found animal, call the Non-Emergency line at 561-732-8116, and a BBPD Officer will respond once available.

COMPLAINTS/CONCERNS



NON-EMERGENCY: EMAIL AnimalServices@bbfl.us

To submit an animal complaint, nuisance, or any concern that is delayed, residents should send a detailed email to BBPD Animal Services.
Unless actively occurring, unleashed animal complaints should be submitted via email. Emails will be reviewed and action will be taken if necessary.

DEAD ANIMALS



Per City of Boynton Beach Ordinance 97-47 Sec. 4-11, it is the responsibility of the owner of the dead animal or the owner of the premises upon which the animal is located to remove the animal. If the animal has no identifiable owner, or if it is found in the right of way or roadway, call the Non-Emergency line at 561-732-8116 and BBPD Dispatch will contact a service provider to remove the animal.


BBPD
ANIMAL SERVICES
PUBLIC SAFETY AIDE
BOYNTON BEACH