The City of

Boynton Beach

City Commission Agenda

Monday, September 23, 2024, 6:00 PM

City Hall Commission Chambers
100 E. Ocean Avenue

Boynton Beach City Commission

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

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

City Commission Meeting and Final Budget Hearing

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:

You may watch the meeting via the Live-To-Air platform. Visit the City's website at www.boynton-beach.org to access the up-to-date link to the meeting.

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

Welcome to Live-To-Air, the City of Boynton Beach's remote contribution platform that allows you to participate in our meetings from anywhere in the world.

To watch the live broadcast, visit the official City of Boynton Beach website. (https://www.boynton-beach.org) or YouTube channel (https://www.youtube.com/@cityofboynton).

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

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.

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. **Openings**

   A. Call to Order - Mayor Ty Penserga
   Roll Call.

   Invocation by Pastor Bryce Hutson, Christ Fellowship Church.

   Pledge of Allegiance to the Flag led by Commissioner Woodrow Hay.

   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- 76th Anniversary of Boynton Beach Kiwanis.
   Read and present the proclamation to Thomas Ramiccio, commemorating September 2024 as the 76th Anniversary of Boynton Beach Kiwanis.

   B. Announcement by Boynton Woman's Club Board Members, Christie Hintz and Barbara Erlichman, of the 100th Birthday Celebration of the Addison Mizner designed Historic Woman's Club.
   Allow Board Member to announce the celebration.

4. **Public Audience**

   Public Audience: Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission. Speakers will be limited to 3-minute presentations (at the discretion of the Chair, this 3-minute allowance may need to be adjusted depending on the level of business coming before the City Commission).

5. **Administrative**

   A. Advisory Board Appointments.
   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. R24-206- Approve and authorize the Mayor to sign Community Development Block Grant (CDBG) sub award agreements with Pathways to Prosperity, Inc., Boynton Beach Faith Based Community Development Corporation, Inc., and Legal Aid Society of Palm Beach County, Inc., as adopted by Resolution No. R24-165 for CDBG FY2024 one-year Annual Action Plan.
   Staff recommends approval of Proposed Resolution No. R24-206.

   B. Proposed Resolution No. R24-207- Approve the City of Boynton Beach State Housing Initiative Partnership (SHIP) Program Annual Report for FY2021-2022 and Local Housing Incentives Certification.
   Staff recommends approval of Proposed Resolution No. R24-207.

   C. Proposed Resolution No. R24-208- Approve the auction of the surplus vehicles/equipment submitted by the Fleet Maintenance Division for disposal by using the online auctioneer JJ Kane Auctioneers.

   Staff recommends approval of Proposed Resolution No. R24-208.

   D. Proposed Resolution No. R24-209- Approve the full release of surety and authorize the return of the performance bond (No. PB12270900120) to the developer (Isram Riverwalk LLC) for the project known as Riverwalk Plaza (Project No.19-2505).
   Staff recommends approval of Proposed Resolution No. R24-209.

   E. Proposed Resolution No. R24-210- Approving a template Facility Use Agreement for entities desiring to use City spaces for meetings, programs, and/or events.
   Staff recommends approval of Proposed Resolution No. R24-210.

F. Proposed Resolution No. R24-211- Approve the renewal of insurance policies for flood insurance coverage with Wright Flood for the policies with effective dates of September 24, 2024, and September 27, 2024.

Staff recommends approval of Proposed Resolution No. R24-211.

G. Proposed Resolution No. R24-212- Amend the location from Ocean Avenue to Little League Park- Field 3 for the Energy Efficiency and Conservation Block Grant in the amount of $134,990 offered by the Department of Energy.
Staff recommends approval of Proposed Resolution No. R24-212.

H. Proposed Resolution No. R24-213- Authorizing the Mayor to sign releases of code enforcement liens.
Staff recommends approval of Proposed Resolution No. R24-213.

I. Proposed Resolution No. R24-214- Approving and authorizing the mayor to sign a Mural Artist Agreement with Blythe Armstrong for a visual art design entryway feature for the Historic Barton Cemetery as part of the Unity Project in an amount not to exceed $5,000.
Staff recommends approval of Proposed Resolution No. R24-214.

J. Proposed Resolution No. R24-215- Approve Permit Application, Notice of Commencement, and Permission to Install forms submitted by Fast Signs - Lake Worth, to install a Monument Sign in front of the Boynton Beach Arts & Cultural Center.
Staff recommends approval of Proposed Resolution No. R24-215.

K. Proposed Resolution No. R24-216- Approving the conditional settlement and release in the amount of $100,000 for the resolution of Kathryn Matos v. City of Boynton Beach, EEOC Charge No. 510-2024 and related claims.
Staff recommends approval of proposed Resolution No. R24-216.

L. Approve the renewal and annual expenditure for the one-year extension for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities under $100,000.

Staff recommends approval of the renewal and annual expenditure for the one-year extension for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities under $100,000.

M. Commission Meeting Minutes.
Approve minutes from the August 20, 2024 and September 3, 2024 City Commission Meetings.

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

A. Approve the renewal and annual expenditure for the one-year extension for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities over $100,000.

Staff recommends approval of the renewal and annual expenditure for the one-year

extension for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities over $100,000.

B. Proposed Resolution No. R24-217- Approve a piggyback agreement with GT Supplies, Inc., for the repair and maintenance of Solid Waste and Recycling equipment for commercial customers containers with an annual expenditure not to exceed $250,000, utilizing City of West Palm Beach Contract ITB 22-23-111MK.
Staff recommends approval of Proposed Resolution No. R24-217.

C. Proposed Resolution No. R24-218- Approve an increase to the annual expenditure of the agreement between the City of Boynton Beach and Blue Marlin Investments d/b/a Cayco Landscaping from $340,000 to a total annual amount of $418,000.
Staff recommends approval of Proposed Resolution No. R24-218.

D. Proposed Resolution No. R24-219- Approve a First Amendment to the Piggyback Agreement with ErgoFlex Systems, Inc., d/b/a Xybix Systems, Inc., for the second phase of renovation and upgrading of the Boynton Beach Police Department's Communications Center, 2080 High Ridge Road, in an amount not to exceed $135,207.32.
Staff recommends approval of Proposed Resolution No. R24-219.

E. Proposed Resolution No. R24-220- Approve a Piggyback Agreement with Municipal Emergency Services, Inc., utilizing Lake County, FL, Contract #22-730G, for Fire Equipment, Supplies, and Services for an annual amount not to exceed $160,000.
Staff recommends approval of Proposed Resolution No. R24-220.

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 Resolution No. R24-221- Adopt the Final millage rate for the General Fund for Fiscal Year 2024-2025. Proposed Resolution No. R24-222- Adopt the Final Budget for the General Fund and all other funds for Fiscal Year 2024-2025.
Staff recommends approval of Resolution No. R24-221 and Resolution No. R24-222.

B. Proposed Resolution No. R24-224- Ratifying Resolution No. R24-192 adopted on September 3rd, 2024 for the Fire Assessment Fee of $145 for fiscal year 2024-2025.
Staff recommends the approval of Proposed Resolution No. R24-224.

C. Proposed Ordinance No. 24-012- Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part II, Chapter 2, "Administration," Article II, "City Manager," Section 2-30 "Powers and Duties Generally," by creating a new subsection "K," authorizing the City Manager to execute all employment-related contracts on behalf of the City; providing for codification, severability, conflicts, and an effective date.
Staff recommends approval of Proposed Ordinance No. 24-012, on second reading.

D. Proposed Ordinance No. 24-017- Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending the City of Boynton Beach's Code of Ordinances; Chapter 15 "Offenses- Miscellaneous*," Article IX "Community Appearance and Maintenance," Section 15-120 "Minimum Standards for Appearance and Maintenance of Public Property and Private Property;" providing for conflicts, severability, codification; and providing for an effective date.
Staff recommends approval of Proposed Ordinance No. 24-017, on second reading.

E. Proposed Ordinance No. 24-019- Second Reading - An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part II of the Code of Ordinances, Chapter 26, "Water, Sewer, and City Utilities" to provide that all water, sewer, and City Utility fees, rates, and charges shall be set by the City Commission by resolution and authorizing an annual CPI adjustment, providing for conflicts, severability, codification, and an effective date.
Staff recommends approval of Proposed Ordinance No. 24-019, on second reading.

F. Approve Development Order request for Major Site Plan Modification (MSPM-2024.05.46183) application for the Ezell Hester Jr. Community Park.
Approve Development Order for a Major Site Plan Modification (MSPM-2024.06.52187) for the Ezell Hester Jr. Community Park to construct a 17,500 square foot airnasium over the existing basketball court.

9. **City Manager's Report**

A. Receive update on the status of future agenda items.
In order to provide the City Commission and public up to date information with respect to future agenda items, staff have initiated a tracking sheet for all future agenda items. Attached is the updated tracking sheet as of September 17th, 2024.

10. **Regular Agenda**

A. Proposed Resolution No. R24-223- Ratification of FY 24-25 CRA Budget.
Staff recommends approval of Proposed Resolution No. R24-223.

B. Discussion and review of draft cleanliness plan.
Requested by Mayor Penserga

C. Discussion regarding RFP for Speed Detection Camera System for School Zones.
Discuss and review updates related to the procurement of Speed Detection Camera Systems for School Zones. Also, discuss an alternative option of a contract amendment with ATS/Verra to include a Speed Detection Camera System for School Zones and extend the existing contract.

11. **Future Agenda Items**

A. Discussion regarding adding a Sister City from Ireland. - **October 1, 2024**
Requested by Vice Mayor Kelley.

B. Update on upgrades to water treatment plants to meet future drinking water regulations.- **October 15, 2024**
Requested by Mayor Penserga.

C. Discussion regarding Artificial Turf Ordinance.- **October 15, 2024**

Requested by Commissioner Turkin.

D. Discussion regarding Rapid Re-housing Program.- **October 15, 2024**
Requested by Mayor Penserga.

E. Discussion regarding additional digital signs. - **November 4, 2024**
Requested by Commissioner Hay.

F. Discussion regarding City entry way signage. - **November 4, 2024**
Requested by Mayor Penserga.

G. Discussion regarding Procurement Policies and Procedures, including local business preference. - **December 3, 2024**
Requested by Mayor Penserga and Commissioner Cruz.

H. Discussion regarding combining City properties together to create senior affordable housing . **- Pending meeting with Mayor Penserga**
Requested by Mayor Penserga.

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 regarding Hazard Pay for Community Standards.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

K. Discussion regarding requirements for Advisory Board Appointments.- **Pending meeting with Vice Mayor Kelley**
Requested by Vice Mayor 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: 09/23/2024

Proclamation- 76th Anniversary of Boynton Beach Kiwanis.

Requested Action: Read and present the proclamation to Thomas Ramiccio, commemorating September 2024 as the 76th Anniversary of Boynton Beach Kiwanis.

How will this affect city programs or services? NA

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

Attachments:
76th Anniversary of Boynton Beach Kiwanis.docx

City of Boynton Beach

Proclamation

WHEREAS, Kiwanis is a global organization of volunteers dedicated to improving the world one child and one community at a time. The Kiwanis motto is "serving the children of the world", and;

WHEREAS, The Boynton Beach Kiwanis has been serving the needs of underprivileged children since 1948. The Boynton Beach Kiwanis is proud of its current service projects: two "Reading Oasis" at our elementary schools, Poinciana Elementary & Rolling Green Elementary. Here children can take a book, read it, and take it home forever. Boynton Kiwanis partners with scholastic books so that it is at no cost to the children, and;

WHEREAS, Boynton Kiwanis is proud of our service projects with the City of Boynton Beach. In 2020 & 2021 Kiwanis funded swimming lessons for children at the Denton Pool. Drowning is the #1 preventable cause of death for children under 5 years of age. We financially support "shop with the cops" annually, and assist in serving hotdogs and the packing of the toys. Each month we pack and sort donated food with Cros Ministries to be distributed to food pantries throughout our community, and;

WHEREAS, Kiwanis has leadership development/service programs in every level of our school system. In our Elementary School we have "K- Kids" this is the beginning of teaching our youth about community service. In Middle school we have "Builders Club", in High School we have Key Club, which in Florida is the largest student led service club in the world. In Florida we have 22,000 high schoolers serving our communities, and;

WHEREAS, Boynton Kiwanis meets every Tuesday at Cracker Barrel, and;

NOW THEREFORE, I, Ty Penserga, Mayor of the City of Boynton Beach, Florida, do hereby commemorates and honors September 2024 as:

The 76th Anniversary of Boynton Beach Kiwanis

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 23rd day of September, Two Thousand Twenty-Four.

_____

Ty Penserga, Mayor

ATTEST:

_____

Maylee De Jesús, MMC, City Clerk

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Announcement by Boynton Woman's Club Board Members, Christie Hintz and Barbara Erlichman, of the 100th Birthday Celebration of the Addison Mizner designed Historic Woman's Club.

Requested Action: Allow Board Member to announce the celebration.

Explanation of Request: Board members from the Boynton Woman's Club requested the opportunity to announce the 100 Year Birthday Celebration of the Historic Boynton Woman's Club to City Commission and the general public.

How will this affect city programs or services? This will bring positive attention to the Historic Boynton Woman's Club Organization and Building.

Fiscal Impact: N/A

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

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_September 23, 2024.docx
Nelson, London - AHAC.pdf
Anepete, Veronica - Library Board.pdf
Coccoli, Beverlee - Library Board.pdf
Davis, Aron- Library Board.pdf
Hampar, Joanne - Library Board.pdf
Henry, Verna - Library Board.pdf
Lang, Christine - Library Board.pdf
Lee, Bill - Library Board.pdf
Madhav, Harish - Library Board.pdf
McGill, Jane - Library Board.pdf
Mitchell, Donna - Linbrary Board.pdf
Owen, Malissa - Library Board.pdf
Watts, Elizabeth - Library Board.pdf

Shelton, Rebecca - Senior Advisory Board.pdf

Advisory Board Vacancies September 23, 2024

Affordable Housing Advisory Committee
3 Year Term

Mayor	Penserga	Citizen actively engaged as a for-profit provider of affordable housing
Vice Mayor	Kelley	Citizen engaged as Real Estate Professional in Affordable Housing
Applicant:	London Nelson	Seeking 2nd term as citizen engaged as Real Estate Professional in Affordable Housing

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

I	Cruz	Regular	Vacant
II	Turkin	Regular	Vacant

Applicants: None

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

Mayor	Penserga	Regular	Replaces Daniel Berger – 2nd term expired
Vice Mayor	Kelley	Regular	Replaces Paul Bortz – 2nd term expired
I	Cruz	Regular	Replaces Timothy Dornblaser – 2nd term expired
II	Hay	Regular	Replaces Sanford Guritzky – 2nd term expired
III	Turkin	Regular	Vacant
Mayor	Penserga	Regular	Vacant
Vice Mayor	Kelley	Alternate	Vacant
I	Cruz	Alternate	Vacant

Applicants: None

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

Vice Mayor	Kelley	Regular	Vacant

Applicants: None

Employees' Pension Plan Board of Trustees

Vice Mayor	Kelley	Member Employee Representative (Non-Bargaining)
I	Cruz	Member Employee Representative (Non-Bargaining)

Applicants: None

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

Mayor	Penserga	Alternate	Replaces Victor Norfus – did not apply for 2nd term
I	Cruz	Alternate	Vacant

Applicants: None

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

Mayor	Penserga	Regular	Replaces George Feldman – 2nd term expired
Vice Mayor	Kelley	Regular	Vacant

I	Cruz	Alternate	Vacant
II	Hay	Alternate	Vacant

Applicants: Verna Henry
Donna Mitchell
Beverlee Coccoli
Aron Davis
Jane McGill
Harish Madhav
Joanne Hampar
Bill Lee
Malissa Owen
Christine Lang
Elizabeth Watts
Veronica Anepete

Recreation and Parks Board

Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

Mayor	Penserga	Regular	Vacant
Vice Mayor	Kelley	Alternate	Vacant
I	Cruz	Alternate	Vacant

Applicants: None

Senior Advisory Board

Regular member 2 (2 year) terms
Alternate Member 2 (1 year) terms

II	Hay	Regular	Vacant
III	Turkin	Regular	Vacant
Mayor	Penserga	Alternate	Vacant
Vice Mayor	Kelley	Alternate	Vacant

Applicant: Rebecca Shelton

From: City Clerk
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application
Date: Wednesday, August 21, 2024 9:20:12 AM
Attachments: Nelson,London Resume .docx

From: london <noreply@123formbuilder.com>
Sent: Wednesday, August 21, 2024 9:11 AM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender

This message came from outside your organization.

Today's date	08/21/2024
Name	London Nelson
Phone number	404-974-7826
Address	1811 Renaissance Commons Blvd #2606 Boynton Beach fl 33426 United States
Email	london@londonvnelson.com
Current occupation or, if retired, prior occupation	Realtor
Education	MBA
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	Yes
If "yes", which board(s) and when?	2021-2024

Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Affordable Housing Advisory Committee
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	I am a proud graduate with an MBA and have been a dedicated realtor for over six years, bringing a wealth of knowledge and experience to the table. In addition to my professional achievements, I am honored to serve on the advisory board for True Fast Outreach Ministry, where we are committed to feeding and housing the homeless. My passion for women's empowerment and advocacy for homeownership drives me daily. I believe that my life's work is to assist in the betterment of others, and I strive to be a servant leader in every capacity. With this background and commitment, I am confident that I would be an excellent candidate for the board, contributing meaningfully to our shared mission.
Professional Memberships	
Feel free to attach/upload an extra sheet or resume.	https://form.123formbuilder.com/upload_dld.php?fileid=3c8007b862fd9ef7fcc975458da0063b
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.

The message has been sent from 136.227.201.225 (United States) at 2024-08-21 08:11:17 on Safari 17.6
Entry ID: 692
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

LB ✓

Stanzione, Tammy

From: City Clerk
Sent: Thursday, August 29, 2024 11:41 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: vega529 <noreply@123formbuilder.com>
Sent: Thursday, August 29, 2024 11:40 AM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

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

Today's date	08/29/2024
Name	Veronica Anepete
Phone number	
Address	740 E Ocean Ave Apt# 102 South Boynton Beach FL 33435 United States
Email	vega529@comcast.net
Current occupation or, if retired, prior occupation	Elementary School Teacher retiring on September 30, 2024
Education	BS degree, Major: Education Minor: English Lit
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	

LB ✓

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, September 03, 2024 7:19 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: bevcoccoli <noreply@123formbuilder.com>
Sent: Sunday, September 1, 2024 10:23 AM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

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

Today's date	09/01/2024
Name	Beverlee Coccoli
Phone number	860-508-6597
Address	2399 SW 11th Ave. Boynton Beach FL 33426 United States
Email	bevcoccoli@comcast.net
Current occupation or, if retired, prior occupation	Event planner
Education	Associate Degree
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	

LB ✓

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, September 03, 2024 7:19 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: AronTD <noreply@123formbuilder.com>
Sent: Sunday, September 1, 2024 11:17 AM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

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

Today's date	09/01/2024
Name	Aron Davis
Phone number	954-707-9590
Address	10 Redwood Ct Boynton Beach FL 33426 United States
Email	AronTD@Gmail.com
Current occupation or, if retired, prior occupation	Software Engineer
Education	Bachelor's in Management of Information Systems
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	

LB ✓

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, September 03, 2024 7:18 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: jhampar <noreply@123formbuilder.com>
Sent: Monday, September 2, 2024 1:29 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

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

Today's date	09/03/2024
Name	Joanne Hampar
Phone number	561-735-2371
Address	4408 Tuscany Way Boynton Beach Florida 33435 Reserved
Email	jhampar@comcast.net
Current occupation or, if retired, prior occupation	registered representative/stockbrokerage
Education	
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	

LB

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, September 03, 2024 7:19 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: vernahenry <noreply@123formbuilder.com>
Sent: Sunday, September 1, 2024 8:29 AM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
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Today's date	09/01/2024
Name	Verna Henry
Phone number	561-797-3731
Address	110 Sunset blvd Boynton Beach FL 33426 United States
Email	vernahenry@yahoo.com
Current occupation or, if retired, prior occupation	School counselor and adjunct professor
Education	Master's and working on doctoral degree
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	

LBV

Stanzione, Tammy

From: langchristine26 <noreply@123formbuilder.com>
Sent: Thursday, August 29, 2024 11:17 AM
To: City Clerk
Subject: Advisory Board Appointment application

This Message Is From an External Sender
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Today's date	08/29/2024
Name	Christine Lang
Phone number	561-926-1126
Address	215 SW 1st Avenue Boynton Beach FL 33435 United States
Email	langchristine26@gmail.com
Current occupation or, if retired, prior occupation	Project Manager
Education	Bachelors
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Library Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes

LB ✓

Stanzione, Tammy

From: City Clerk
Sent: Friday, August 30, 2024 8:14 AM
To: Stanzione, Tammy
Subject: FW: Advisory Board Appointment application

From: blee7453 <noreply@123formbuilder.com>
Sent: Thursday, August 29, 2024 6:03 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
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Today's date	08/29/2024
Name	Bill Lee
Phone number	201-400-5335
Address	4310 Tuscany Way 4310 Tuscany Way Boynton Beach FL 33435 Reserved
Email	blee7453@gmail.com
Current occupation or, if retired, prior occupation	Elementary school principal
Education	BA Special education, MA Reading Specialist, PhD Educational Administra
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	

LB ✓

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, September 03, 2024 7:18 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application
Attachments: RESUME_20240901.doc

From: htmadhav <noreply@123formbuilder.com>
Sent: Sunday, September 1, 2024 4:57 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
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Today's date	09/01/2024
Name	Harish Madhav
Phone number	561-738-1100
Address	2300 S CONGRESS AVE Suite 108 Boynton Beach Florida 33426 United States
Email	htmadhav@gmail.com
Current occupation or, if retired, prior occupation	Physician
Education	MD, MPH
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	Yes
If "yes", name of business:	Harish Madhav MD PA ;
Are you currently serving on a City board?	No

LB ✓

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, September 03, 2024 7:19 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: Sailjane <noreply@123formbuilder.com>
Sent: Sunday, September 1, 2024 3:51 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

This Message Is From an External Sender
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Today's date	09/01/2024
Name	Jane McGill
Phone number	305-393-7133
Address	1824 SW 17th St Boynton Beach FL 33426 United States
Email	Sailjane@aol.com
Current occupation or, if retired, prior occupation	Retired teacher and librarian
Education	BA Economics/marketing Central Conn State University And Masters Degree in Library and Information Science at University of South Florida
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	

Stanzione, Tammy

From: City Clerk
Sent: Tuesday, September 03, 2024 7:19 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: dmitch4725 <noreply@123formbuilder.com>
Sent: Sunday, September 1, 2024 9:32 AM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

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

Today's date	09/01/2024
Name	DONNA MITCHELL
Phone number	609-519-6786
Address	1909 SW 17th Ave Boynton Beach FL 33426 United States
Email	dmitch4725@yahoo.com
Current occupation or, if retired, prior occupation	retired...see qualifications below
Education	Associates Human Services
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	

LBV

Stanzione, Tammy

From: malissaowen50 <noreply@123formbuilder.com>
Sent: Thursday, August 29, 2024 2:07 PM
To: City Clerk
Subject: Advisory Board Appointment application

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

Today's date	08/29/2024
Name	Malissa Owen
Phone number	954-328-3400
Address	2718 SW 6th St Boynton Beach FL 33435 United States
Email	malissaowen50@gmail.com
Current occupation or, if retired, prior occupation	Health and Well-Being Product Manager
Education	Health Science Education
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Library Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes

LBV

Stanzione, Tammy

From: elizabeth.watts <noreply@123formbuilder.com>
Sent: Thursday, August 29, 2024 11:13 AM
To: City Clerk
Subject: Advisory Board Appointment application

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

Today's date	08/29/2024
Name	Elizabeth Watts
Phone number	516-455-6243
Address	2642 SW 23rd Cranbrook Ct Boynton Beach Florida 33436 United States
Email	elizabeth.watts@verizon.net
Current occupation or, if retired, prior occupation	Retired teacher
Education	Masters in TESOL
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	No
If "yes", name of business:	
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	
Advisory Board	Library Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	I am an avid lifelong reader and library user.

Stanzione, Tammy

From: City Clerk
Sent: Friday, August 09, 2024 7:08 AM
To: Stanzione, Tammy; De Jesus, Maylee
Subject: FW: Advisory Board Appointment application

From: rebecca <noreply@123formbuilder.com>
Sent: Thursday, August 8, 2024 6:40 PM
To: City Clerk <CityClerk@bbfl.us>
Subject: Advisory Board Appointment application

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

Today's date	08/08/2024
Name	Rebecca Shelton
Phone number	561-929-0122
Address	125 SW 1st Avenue Boynton Beach FL 33435 United States
Email	rebecca@corerealtycompany.com
Current occupation or, if retired, prior occupation	Real Estate Broker, Owner
Education	Licensed Real Estate Broker, Licensed Sales Associate, Certified Divorce Specialist, Certified Probate Specialist, Former Morgage Broker License
Are you a registered voter?	Yes
Do you reside within the Boynton Beach City limits?	Yes
Do you own/manage a business within City limits?	Yes
If "yes", name of business:	OWNER, CORE Realty Company, LLC
Are you currently serving on a City board?	No
Have you served on a City board in the past?	No
If "yes", which board(s) and when?	
Have you ever been convicted of a crime?	No
If "yes", when and where?	

Advisory Board	Senior Advisory Board
If appointed by the City Commission to serve as Board Chair or Vice Chair are you willing to serve in this capacity?	Yes
Personal Qualifications	I believe I am well-qualified to serve on the Senior Advisory Board due to my deep-rooted connection within our community. Having been a resident of PBC for nearly 30 years and making Boynton Beach my home since 2006, I have a profound understanding of the concerns of our senior population. With decades of experience working with the senior community, I have cultivated a compassionate approach. I have decades of professional service in Boynton beach and am the Broker and Owner of a local real estate brokerage. It would be an honor to give back to my community in this capacity, and I am committed to working diligently and bringing the necessary dedication to serve effectively on the board.
Professional Memberships	Realtors Association of Palm Beach County National Association of Realtors Event Chair Member of AVDA and Volunteer (Aid to Victims of Domestic Abuse)
Feel free to attach/upload an extra sheet or resume.	
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.

The message has been sent from 99.105.41.18 (United States) at 2024-08-08 17:40:08 on Chrome 127.0.0.0
Entry ID: 691
Referrer: https://www.boynton-beach.org/
Form Host: https://form.123formbuilder.com/583214/advisory-board-appointment-application

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-206- Approve and authorize the Mayor to sign Community Development Block Grant (CDBG) sub award agreements with Pathways to Prosperity, Inc., Boynton Beach Faith Based Community Development Corporation, Inc., and Legal Aid Society of Palm Beach County, Inc., as adopted by Resolution No. R24-165 for CDBG FY2024 one-year Annual Action Plan.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-206.

Explanation of Request:

Local nonprofit service providers of CDBG eligible services and programs to benefit low-to-moderate income residents of the City of Boynton Beach have submitted grant applications requesting funds to assist in the delivery of their services. As the result of approval by Resolution R24-165, they have provided budgets and scopes of services and are contracting with the City of Boynton Beach to be reimbursed.

The City will reimburse the following agencies for services provided:

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

How will this affect city programs or services? The CDBG Program's purpose is to assist the City of Boynton Beach meet the needs of its lower income residents. The agencies that are being funded will offer various forms of assistance that are considered public service.

Fiscal Impact: None.

Attachments:
R24-206 Agenda_Item_2028-2023_Resolution_for_CDBG_Subaward_Agmts.docx
Exhibit A - FY 2024 CDBG - Pathways to Prosperity, Inc - Subrecipient Agreement.pdf
Exhibit B - FY 2024 CDBG - Boynton Beach Faith-Based C.D.C. Inc. - Subrecipient Agreement.pdf
Exhibit C - FY 2024 CDBG - Legal Aid Society of P.B.C. Inc. - Subrecipient Agreement.pdf

RESOLUTION NO. R24-206

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

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

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Community Development Block Grant (CDBG) Subaward Agreement

between

City of Boynton Beach, Florida *and* **Pathways to Prosperity, Inc.**

for a CDBG subaward of an amount not to exceed $35,000.00

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

for the specific purpose of

Public Services Activity – CIRCLES Boynton Beach Program.

SUBAWARD COVERSHEET

INTERNAL TABLE – FOR CITY INTERNAL USE ONLY	
City Contract No.:	City Contract No. __Resolution R24 – 165_____
Financial Services Department:	Community Improvement Division
CDBG Eligible Activity	**24 CFR 570.201(e)** – Public Services Activity – Assistance to Increase Self-Sufficiency; National Objective **24 CFR Part 570.208 (a)(1)(i)**

TABLE OF TERMS AND PROVISIONS

Article 1: Standard CDBG Form Subaward Agreement 1
Article 2: The Parties 1
Article 3: Notice of Federal Subaward 1
Article 4: Term of Agreement and Subaward Period of Performance 3
Article 5: Notice 3
Article 6: SUBRECIPIENT's Obligations and Responsibilities 3
Article 7: Procurement and Subcontracting Standards 6
Article 8: Property Standards 7
Article 9: Budget 7
Article 10: Reimbursement Requests 8
Article 11: Payment Terms 10
Article 12: Return of Funds 11
Article 13: Progress Reporting and Subaward Closeout 12
Article 14: Maintenance, Retention, and Access to Records 13
Article 15: Monitoring Requirements 15
Article 16: Audit Requirements 15
Article 17: Insurance 17
Article 18: Indemnification, Sovereign Immunity, and Liability 19
Article 19: Independent Contractor, Non-Agent SUBRECIPIENT, and Third Parties 19
Article 20: Confidentiality 20
Article 21: Remedies for Noncompliance 22
Article 22: Termination 22
Article 23: General Provisions 255
Article 24: Attachments 27
Article 25: Entire Agreement 27

Article 1: Standard CDBG Subaward Form Agreement

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

Article 2: The Parties

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

TABLE 1 – THE PARTIES	
Party #1	**Name:** City of Boynton Beach (the **"City"**) **Entity Type:** A Florida Municipal Corporation **Principal Address:** 100 E. Ocean Avenue Boynton Beach, Florida 33435 **Agreement Liaison Name:** Dan Dugger, City Manager **Email Address:** duggerd@bbfl.us
Party #2:	**Name:** Pathways to Prosperity, Inc., a Non-Profit Organization (the **"SUBRECIPIENT"**) **Entity Type:** 501(c)(3) Not-for-Profit **Principal Address:** 639 East Ocean Avenue, Suite 101 Boynton Beach, FL 33435 **Agreement Liaison Name:** Kemberly Bush, Executive Director **Email Address:** kbush@p2ppbc.org

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

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

Article 3: Federal Subaward Information

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

TABLE 2 – SUBAWARD INFORMATION	
Subaward Project Description:	**Public Services Activity – CIRCLES Boynton Beach Program** through a Non-Profit Organization (the **"SUBRECIPIENT"**).
Awarding Agency Description:	U.S. Department of Housing and Urban Development (the **"Federal Awarding Agency"**) – Community Development Block Grant (the **"Federal Award"**) – City of Boynton Beach (the **"Grantee"**).
Subaward ID No.:	Resolution R24 – 165
Resolution Date:	08/6/2024

B. **Federal Subaward Amount.** The amount of the underlying subaward is: **$35,000.00**.

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

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

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

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

G. **Federal Subaward Amount.** The amount of the Federal Subaward issued pursuant to this Agreement is an amount not to exceed **$35,000.00** (the **"Subaward"**). This Agreement's use of "an amount not to exceed" shall in no way entitle the SUBRECIPIENT to reimbursement or payment of the maximum amount provided unless such reimbursement or payments have been earned by the SUBRECIPIENT in accordance with the terms and provisions of this Agreement.

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

Article 4: Term of Agreement and Subaward Period of Performance

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

B. **Subaward Period of Performance.**

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

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

Article 5: Notice

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

TABLE 3 – NOTICE	
To the City:	City of Boynton Beach **Attn:** Dan Dugger, City Manager City Manager's Office, 4th. Floor 100 E. Ocean Avenue Boynton Beach, Florida 33435
To the SUBRECIPIENT:	Pathways to Prosperity, Inc. **Attn:** Kemberly Bush, Executive Director 639 East Ocean Avenue, Suite 101 Boynton Beach, Florida 33435

Article 6: SUBRECIPIENT's Obligations and Responsibilities

A. **Scope of Services.**

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

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

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

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

D. **Employees of the SUBRECIPIENT.**

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

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

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

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

E. **Non-Discrimination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 7: Procurement and Subcontracting Standards

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

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

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

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

C. **Subcontracting.**

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

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

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

D. **Sub-Subawards.**

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

2. **Pass-Through Requirements.**

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

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

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

Article 8: Property Standards

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

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

Article 9: Budget

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

B. **Budget Amendments.**

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

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

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

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

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

   a. **Discretionary Federal Awards.** If the Federal Award is discretionary in nature, then the City's agreement liaison may, in writing, informally approve requested amendments to the Budget that:

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

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

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

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

C. **Program Income.**

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

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

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

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

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

Article 10: Reimbursement Requests

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

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

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

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

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

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

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

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

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

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

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

2. **Initial Reimbursement Request.**

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

shall be submitted no later than the date that the first General Reimbursement Request is due to the City.

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

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

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

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

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

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

Article 11: Payment Terms

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

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

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

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

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

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

E. **Costs in Excess of Award.** Any costs or expenses incurred by the SUBRECIPIENT that exceed the

overall Subaward amount set forth in this Agreement, or which are were incurred by the SUBRECIPIENT outside of the Subaward Period of Performance, shall be the sole responsibility of the SUBRECIPIENT.

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

Article 12: Return of Funds

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

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

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

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

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

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

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

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

3. Terminate this Agreement;

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

5. Pursue any other remedies permitted by law.

Article 13: Progress Reporting and Subaward Closeout

A. **Progress Reporting**

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

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

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

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

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

C. **Subaward Closeout.**

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

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

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

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

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

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

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

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

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

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

Article 14: Maintenance, Retention, and Access to Records

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

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

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

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

4. All records that were created, utilized, or maintained for the purpose of fulfilment of the SUBRECIPIENT's obligations pursuant to this Agreement, whether paper or electronic ("**Relevant Records"**), shall be retained by the respective record holder for a period of five (5)

years after termination of this Agreement, including any extensions or renewals of this Agreement.

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

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

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

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

B. **Public Records.**

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

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

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

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

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

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

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

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

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

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

Article 15: Monitoring Requirements

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

B. **Letter of Findings.**

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

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

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

Article 16: Audit Requirements

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

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

1. Disbursement of the Subaward;

2. Service or program delivery; and

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 17: Insurance

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

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

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

1. **All SUBRECIPIENTs:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 18: Indemnification, Sovereign Immunity, and Liability

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

B. **Sovereign Immunity.**

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

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

C. **Liability.**

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

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

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

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

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

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

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

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

Article 20: Confidentiality

A. **Confidentiality.**

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) A social security number;

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

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

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

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

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

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

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

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

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

Article 21: Remedies for Noncompliance

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

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

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

3. Wholly or partly suspend or terminate this Agreement;

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

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

6. Take other remedies that may be legally available.

Article 22: Termination

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

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

C. **Termination for Cause.**

1. **Immediate Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. **Force Majeure.**

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

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

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

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

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

Article 23: General Provisions (Alphabetical)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. **Written Modification.**

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

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

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

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

Article 24: Attachments

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

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

Article 25: Entire Agreement

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

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

[SIGNATURES ON FOLLOWING PAGES]

[REMAINDER OF PAGE LEFT BLANK]

CITY OF BOYNTON BEACH, FLORIDA SIGNATURE PAGE

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

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this _____ day of _____, 20__.

CITY OF BOYNTON BEACH, FLORIDA:

ATTEST:

_____
City Clerk – Signature

_____
Mayor – Signature

Approved as to form:

_____
City Attorney – Signature

SUBRECIPIENT SIGNATURE ON FOLLOWING PAGE

SUBRECIPIENT SIGNATURE PAGE

BOYNTON BEACH, FLORIDA'S SIGNATURE ON PREVIOUS PAGE

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

SUBRECIPIENT AGENCY:

_____
Subrecipient Agency – Signature

_____ _____
Print Name Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ___ day of _____, 20___, by _____.

Personally, Known _ OR Produced Identification ____ Type of Identification Produced _____

Seal NOTARY PUBLIC

_____
Notary – Signature

_____
Print Name

Form 1
E-Verify Registration and Use Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

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

E-VERIFY REGISTRATION USE CERTIFICATION

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

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

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

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

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

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

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 2
Public Entity Crimes and Scrutinized Companies Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

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

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

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

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

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

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

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

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

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

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

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

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

B. The SUBRECIPIENT is not:

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

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

3. Engaged in business operations in Cuba or Syria.

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

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

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

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

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

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

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

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

CERTIFICATION OF COMPLIANCE WITH 2 CFR § 200.321

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

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

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

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

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

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

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

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

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

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

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 4
Federal Suspension and Debarment Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

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

FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

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

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

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

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

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

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

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 5
Certification Regarding Lobbying

COMPLETION OF THIS FORM IS CONDITIONAL

This form is required for all SUBRECIPIENTs receiving a Subaward in an amount that exceeds $100,000. Does the Subaward exceed **$100,000**? **No**

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

CERTIFICATION REGARDING LOBBYING
31 USC § 1352

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

The undersigned certifies on behalf of the SUBRECIPIENT that:

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

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

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

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

Part 2:
Statement for Loan Guarantees and Loan Insurance

The undersigned certifies on behalf of the SUBRECIPIENT that:

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

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

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

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

[REMAINDER OF PAGE LEFT BLANK]

Form 6
Affidavit of Compliance with Anti-Human Trafficking Laws

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

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

Date: _____, 20___Signed: _____

Entity: _____ Name: _____

Title: _____
STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.
Notary Public Signature: _____ State of Florida at Large (Seal)
Print Name: _____ My commission expires: _____

Exhibit A
Required Information for Federal Subawards Table

REQUIRED PURSUANT TO 2 CFR § 200.332

Federal Requirements	**Subaward-Specific Information**	
SUBRECIPIENT Name (registered name in SAM.gov):	Pathways to Prosperity, Inc.	
SUBRECIPIENT's Unique Entity Identifier (UEI):	EH5XLFEQ5C95	
Federal Award Identification Number (FAIN):	N/A (CDBG Multiple Years Rollover Funds)	
Federal Award Date:	N/A (CDBG Multiple Years Rollover Funds)	
Subaward Period of Performance Start and End Date:	**Start:** Upon Execution	**End**: 09/30/2025
Federal Award Budget Period Start and End Date:	**Start:** 10/01/2024	**End:** 09/30/2025
Amount of Federal Funds obligated by this action by the Pass-Through Entity to the SUBRECIPIENT:	$35,000.00	
Total Amount of Federal Funds Obligated to the SUBRECIPIENT by the Pass-Through Entity including the current financial obligation:	$35,000.00	
Total Amount of the Federal Award committed to the SUBRECIPIENT by the Pass-Through Entity:	$35,000.00	
Federal subaward Project Description:	**24 CFR 570.201(e)** – Public Services Activity – Assistance to Increase Self-Sufficiency; National Objective **24 CFR Part 570.208 (a)(1)(i)**	
Name of Federal Awarding Agency:	U.S. Department of Housing and Urban Development (HUD)	
Name of Pass-Through Entity:	City of Boynton Beach	
Pass-Through Entity's Awarding Official Contact Information:	**Name:** Ty Penserga, Mayor **Email:** PensergaT@bbfl.us **Phone:** 561-742-6010	
CFDA Number and Name:	**Number:** 14.228 **Name:** Community Development Block Grant	
Is the Subaward R&D related?:	No	
Is there an indirect cost rate for the Subaward?:	No	
Requirements of the Federal Award imposed on the SUBRECIPIENT?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Are there any additional requirements imposed on SUBRECIPIENT in order for the Pass-Through Entity to meet its own reporting responsibilities to the Federal Awarding Agency?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Is there a requirement that the SUBRECIPIENT must permit the Pass-Through Entity and auditors to have access to the SUBRECIPIENT's records and financial statements?:	Yes, see: **Article 14** (**"Maintenance, Retention, and Access to Records"**) and **Article 16** (**"Audit Requirements"**).	
Are there appropriate terms and conditions concerning closeout of the Subaward?:	Yes, see: **Article 13** (**"Progress Reporting and Subaward Closeout"**)	

Exhibit B
Scope of Services

CIRCLES Boynton Beach Program

Overview: Circles Palm Beach County is based on a model that empowers people in poverty to build intentional relationships across income and class lines. Circles is a nationwide, proven anti-poverty strategy recognizing a family's upward mobility is inextricably linked to the economic & social capital of their personal and professional "circles". Circles' unique, comprehensive curriculum identifies and addresses barriers keeping people in poverty.

Circles is a highly effective program: within our most recent cohort of graduates, 33% experienced increased income within the first 6 months of program participation. 41% of Boynton Beach Circles' participants increased their savings in the last year, with an average savings increase of $4,111.

Circles PBC will serve 21 Circle Leaders from Boynton Beach and their families, for a total of 50 individuals from Boynton Beach served. Participants will receive family stabilization support and financial literacy, dinner, childcare, and support with transportation for Circles-related meetings, plus case management and wrap-around support.

Scope of Services: Circles matches people living in poverty, or "Circle Leaders", with middle- to upper-income volunteers, called "Allies", to establish relationships across class lines and create multidimensional support systems. Circles staff, or "Coaches", provide financial literacy, transitional services, guide goal-setting and match Circle Leaders with a volunteer Ally. Allies support them in reaching their goals: increasing savings or skills, getting a job or a better one, making sound financial and other life decisions. The Circles Case Manager provides wrap-around support such as obtaining government IDs, safe/stable housing, food security, healthcare access, emergency financial support when needed, parenting and childcare resources, and more.

Circle Leader training is conducted in cohorts of 15 to 20 individuals for 15 to 18 weeks, culminating in a graduation celebration. Participants assess their current relationships, resources and reason or purpose for making the necessary changes to escape from poverty permanently. During this time Allies also attend training sessions that increase awareness of poverty issues within the families they will be matched with as well as issues that affect the community as a whole.

After graduating from Circle Leader training, participants are matched with an Ally for a minimum of 18 months, where the real work begins. They work towards reaching their SMART goals in 3 key areas: financial, educational, and social.

Moving forward, weekly Community Meetings gather Circle Leaders, Allies, Coaches, and other interested community members to provide support and networking opportunities, with topics such as how to start a business (with speakers from CRA) and first time homebuying (with local real estate professionals).

Big View Meetings are held once per month, and feature a far-ranging discussion of the causes of poverty in the community and how to address them for the long term, in the process removing systemic barriers. A 12-person Guiding Coalition, spearheaded by Circle Leader graduates, helps determine programmatic direction and meets once per month.
We also host monthly Circle Leader and Ally mixers, where everyone breaks bread together while discussing challenges and sharing successes.

Dinner, childcare, and support with transportation for all Circles-related meetings is provided. Children of Circle Leaders and Allies are introduced to financial literacy education through our Circles for Youth program, where they, too, create Dream Boards, set SMART goals, open bank accounts, and participate in savings challenges much

like the adult participants.

$35,000 of CDBG funds will be used to support our Chief Operating Officer, who provides oversight of the Circles program and the Circles Director, ensuring deliverables are met, verifying, gathering and disseminating outcomes to funders and other stakeholders. She facilitates the marketing, recruitment, and hiring of all Circles staff. She provides oversight of programmatic elements such as our Circles Savings Match Initiative and our Specific Assistance to Individuals fund. Her duties also include planning, research, communications, personnel, recordkeeping/bookkeeping, billing/reimbursements, property management, and payroll. (.5FTE @ $58,000 = $29,000 + fringe $6,000 = $35,000).

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EXHIBIT C

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

Project Phase	CDBG Funds
Personnel	$29,000.00
Payroll Taxes & Benefits	$ 6,000.00
Totals	**$35,000.00**

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

All reimbursement requests must be supported by an appropriate level of expense support documentation and progress reporting clearly demonstrating that the applicable progress threshold for the request has been achieved.

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

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

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

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

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

INSURANCEADVISORYFORM Revised 04/2021

Community Development Block Grant (CDBG) Subaward Agreement

between

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

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

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

for the specific purpose of

Homesteaded Owner-Occupied Limited Rehabilitation for Qualifying Households.

SUBAWARD COVERSHEET

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

TABLE OF TERMS AND PROVISIONS

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

Article 1: Standard CDBG Subaward Form Agreement

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

Article 2: The Parties

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

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

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

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

Article 3: Federal Subaward Information

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

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

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

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

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

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

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

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

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

Article 4: Term of Agreement and Subaward Period of Performance

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

B. **Subaward Period of Performance.**

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

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

Article 5: Notice

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

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

Article 6: SUBRECIPIENT's Obligations and Responsibilities

A. **Scope of Services.**

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

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

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

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

D. **Employees of the SUBRECIPIENT.**

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

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

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

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

E. **Non-Discrimination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 7: Procurement and Subcontracting Standards

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

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

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

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

C. **Subcontracting.**

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

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

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

D. **Sub-Subawards.**

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

2. **Pass-Through Requirements.**

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

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

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

Article 8: Property Standards

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

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

Article 9: Budget

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

B. **Budget Amendments.**

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

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

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

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

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

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

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

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

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

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

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

C. **Program Income.**

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

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

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

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

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

Article 10: Reimbursement Requests

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

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

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

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

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

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

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

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

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

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

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

2. **Initial Reimbursement Request.**

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

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

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

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

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

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

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

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

Article 11: Payment Terms

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

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

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

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

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

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

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

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

Article 12: Return of Funds

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

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

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

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

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

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

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

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

3. Terminate this Agreement;

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

5. Pursue any other remedies permitted by law.

Article 13: Progress Reporting and Subaward Closeout

A. **Progress Reporting**

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

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

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

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

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

C. **Subaward Closeout.**

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

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

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

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

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

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

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

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

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

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

Article 14: Maintenance, Retention, and Access to Records

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

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

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

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

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

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

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

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

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

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

B. **Public Records.**

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

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

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

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

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

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

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

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

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

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

Article 15: Monitoring Requirements

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

B. **Letter of Findings.**

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

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

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

Article 16: Audit Requirements

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

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

1. Disbursement of the Subaward;

2. Service or program delivery; and

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 17: Insurance

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

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

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

1. **All SUBRECIPIENTs:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 18: Indemnification, Sovereign Immunity, and Liability

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

B. **Sovereign Immunity.**

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

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

C. **Liability.**

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

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

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

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

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

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

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

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

Article 20: Confidentiality

A. **Confidentiality.**

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) A social security number;

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

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

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

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

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

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

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

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

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

Article 21: Remedies for Noncompliance

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

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

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

3. Wholly or partly suspend or terminate this Agreement;

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

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

6. Take other remedies that may be legally available.

Article 22: Termination

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

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

C. **Termination for Cause.**

1. **Immediate Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. **Force Majeure.**

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

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

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

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

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

Article 23: General Provisions (Alphabetical)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P. **Written Modification.**

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

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

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

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

Article 24: Attachments

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

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

Article 25: Entire Agreement

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

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

[SIGNATURES ON FOLLOWING PAGES]

[REMAINDER OF PAGE LEFT BLANK]

CITY OF BOYNTON BEACH, FLORIDA SIGNATURE PAGE

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

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this _____ day of _____, 20__.

CITY OF BOYNTON BEACH, FLORIDA:

ATTEST:

_____ _____

City Clerk – Signature Mayor – Signature

Approved as to form:

_____

City Attorney – Signature

SUBRECIPIENT SIGNATURE ON FOLLOWING PAGE

SUBRECIPIENT SIGNATURE PAGE

BOYNTON BEACH, FLORIDA'S SIGNATURE ON PREVIOUS PAGE

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

SUBRECIPIENT AGENCY:

_____
Subrecipient Agency – Signature

_____ _____
Print Name Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by ___ means of physical presence or ___ online notarization this ___ day of _____, 20___, by _____.

Personally, Known _ OR Produced Identification ____ Type of Identification Produced
_____

Seal NOTARY PUBLIC

_____
Notary – Signature

_____
Print Name

Form 1
E-Verify Registration and Use Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

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

E-VERIFY REGISTRATION USE CERTIFICATION

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

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

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

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

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

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

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 2
Public Entity Crimes and Scrutinized Companies Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

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

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

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

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

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

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

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

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

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

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

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

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

B. The SUBRECIPIENT is not:

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

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

3. Engaged in business operations in Cuba or Syria.

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

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

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

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

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

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

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

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

CERTIFICATION OF COMPLIANCE WITH 2 CFR § 200.321

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

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

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

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

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

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

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

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

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

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

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 4
Federal Suspension and Debarment Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

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

FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

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

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

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

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

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

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

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

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

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

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 5
Certification Regarding Lobbying

COMPLETION OF THIS FORM IS CONDITIONAL

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

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

CERTIFICATION REGARDING LOBBYING
31 USC § 1352

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

The undersigned certifies on behalf of the SUBRECIPIENT that:

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

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

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

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

Part 2:
Statement for Loan Guarantees and Loan Insurance

The undersigned certifies on behalf of the SUBRECIPIENT that:

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

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

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

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

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Form 6
Affidavit of Compliance with Anti-Human Trafficking Laws

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

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

Date: _____, 20___Signed: _____

Entity: _____ Name: _____

Title: _____
STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.
Notary Public Signature: _____ State of Florida at Large (Seal)
Print Name: _____ My commission expires: _____

Exhibit A
Required Information for Federal Subawards Table

REQUIRED PURSUANT TO 2 CFR § 200.332

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

Exhibit B
Scope of Services

Homesteaded Owner-Occupied Limited Rehabilitation Program

Scope of Services

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

ELIGIBLE APPLICANTS

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

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

OCCUPANCY REQUIREMENTS

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

Exhibit B
Scope of Services

INCOME CERTIFICATION REQUIREMENTS

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

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

ELIGIBLE PROPERTIES:

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

TITLE VERIFICATION

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

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

ELIGIBLE IMPROVEMENTS

Improvements include but not limited to:

- Electrical
- Plumbing
- Air Conditioning Replacement

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

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

APPLICATION PROCESS

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

PROPERTY INSPECTION

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

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

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

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

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

REHABILITATION REQUIREMENTS

Rehabilitation must satisfy the following requirements:

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

Exhibit B
Scope of Services

CHANGE ORDERS

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

INDIVIDUAL GRANT

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

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

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EXHIBIT C

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

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

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

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

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

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

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

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

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

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

INSURANCEADVISORYFORM Revised 04/2021

Community Development Block Grant (CDBG) Subaward Agreement

between

City of Boynton Beach, Florida *and* **Legal Aid Society of Palm Beach County, Inc.**

for a CDBG subaward of an amount not to exceed $10,000.00

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

for the specific purpose of

Public Services Activity – Fair Housing Project.

SUBAWARD COVERSHEET

INTERNAL TABLE – FOR CITY INTERNAL USE ONLY	
City Contract No.:	City Contract No. __Resolution R24 – 165_____
Financial Services Department:	Community Improvement Division
CDBG Eligible Activity	**24 CFR 570.201(e)** – Public Services Activity – Legal Services, Tenant/Landlord Counseling; National Objective **24 CFR Part 570.208 (a)(1)(i)**

TABLE OF TERMS AND PROVISIONS

Article 1: Standard CDBG Form Subaward Agreement 1
Article 2: The Parties 1
Article 3: Notice of Federal Subaward 1
Article 4: Term of Agreement and Subaward Period of Performance 3
Article 5: Notice 3
Article 6: SUBRECIPIENT's Obligations and Responsibilities 3
Article 7: Procurement and Subcontracting Standards 6
Article 8: Property Standards 7
Article 9: Budget 7
Article 10: Reimbursement Requests 8
Article 11: Payment Terms 10
Article 12: Return of Funds 11
Article 13: Progress Reporting and Subaward Closeout 12
Article 14: Maintenance, Retention, and Access to Records 13
Article 15: Monitoring Requirements 15
Article 16: Audit Requirements 15
Article 17: Insurance 17
Article 18: Indemnification, Sovereign Immunity, and Liability 19
Article 19: Independent Contractor, Non-Agent SUBRECIPIENT, and Third Parties 19
Article 20: Confidentiality 20
Article 21: Remedies for Noncompliance 22
Article 22: Termination 22
Article 23: General Provisions 255
Article 24: Attachments 27
Article 25: Entire Agreement 27

Article 1: Standard CDBG Subaward Form Agreement

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

Article 2: The Parties

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

TABLE 1 – THE PARTIES	
Party #1	**Name:** City of Boynton Beach (the **"City"**) **Entity Type:** A Florida Municipal Corporation **Principal Address:** 100 E. Ocean Avenue Boynton Beach, Florida 33435 **Agreement Liaison Name:** Dan Dugger, City Manager **Email Address:** duggerd@bbfl.us
Party #2:	**Name:** Legal Aid Society of Palm Beach County, Inc., a Non-Profit Organization (the **"SUBRECIPIENT"**) **Entity Type:** 501(c)(3) Not-for-Profit **Principal Address:** 423 Fern Street, Suite 200 West Palm Beach, FL 33401 **Agreement Liaison Name:** Robert A. Bertisch, Esq., Executive Director **Email Address:** rbertisch@legalaidpbc.org

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

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

Article 3: Federal Subaward Information

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

TABLE 2 – SUBAWARD INFORMATION	
Subaward Project Description:	**Public Services Activity – Legal Aid and Counseling - Fair Housing Project** through a Non-Profit Organization (the **"SUBRECIPIENT"**).
Awarding Agency Description:	U.S. Department of Housing and Urban Development (the **"Federal Awarding Agency"**) – Community Development Block Grant (the **"Federal Award"**) – City of Boynton Beach (the **"Grantee"**).
Subaward ID No.:	Resolution R24 – 165
Resolution Date:	08/6/2024

B. **Federal Subaward Amount.** The amount of the underlying subaward is: **$10,000.00**.

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

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

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

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

G. **Federal Subaward Amount.** The amount of the Federal Subaward issued pursuant to this Agreement is an amount not to exceed **$10,000.00** (the **"Subaward"**). This Agreement's use of "an amount not to exceed" shall in no way entitle the SUBRECIPIENT to reimbursement or payment of the maximum amount provided unless such reimbursement or payments have been earned by the SUBRECIPIENT in accordance with the terms and provisions of this Agreement.

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

Article 4: Term of Agreement and Subaward Period of Performance

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

B. **Subaward Period of Performance.**

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

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

Article 5: Notice

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

TABLE 3 – NOTICE	
To the City:	City of Boynton Beach **Attn:** Dan Dugger, City Manager City Manager's Office, 4th. Floor 100 E. Ocean Avenue Boynton Beach, Florida 33435
To the SUBRECIPIENT:	Legal Aid Society of Palm Beach County, Inc. **Attn:** Robert A. Bertisch, Esq., Executive Director 423 Fern Street, Suite 200 West Palm Beach, Florida 33401

Article 6: SUBRECIPIENT's Obligations and Responsibilities

A. **Scope of Services.**

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

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

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

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

D. **Employees of the SUBRECIPIENT.**

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

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

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

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

E. **Non-Discrimination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Article 7: Procurement and Subcontracting Standards

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

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

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

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

C. **Subcontracting.**

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

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

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

D. **Sub-Subawards.**

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

2. **Pass-Through Requirements.**

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

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

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

Article 8: Property Standards

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

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

Article 9: Budget

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

B. **Budget Amendments.**

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

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

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

c. Shall be considered and approved at the sole discretion of the City.

2. **Informal Budget Amendments.** The City's Agreement Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**, may, in writing, informally approve the following types of Budget amendments:

a. **Discretionary Federal Awards.** If the Federal Award is discretionary in nature, then

the City's agreement liaison may, in writing, informally approve requested amendments to the Budget that:

(1) Do not increase the maximum Subaward amount; and

(2) Are deemed by the City's Agreement Liaison as being consistent with the "Scope of Services" attached as **"Exhibit B"**.

b. **Non-Discretionary Federal Awards.** If the Federal Awarding Agency approved the Budget contemplated in this Agreement, then the City's Agreement Liaison may, in writing, informally approve amendments to the Budget only upon receipt of written approval of such amendments by the Federal Awarding Agency.

3. **Formal Budget Amendments.** Budget amendments that do not meet either requirement of **Paragraph B** of this Article may not be informally amended by the City's Agreement Liaison and, instead, must be made by formal written amendment mutually executed by both parties to this Agreement.

C. **Program Income.**

1. 2 CFR § 200.1 (**"Definitions"**), defines **"Program Income"** as gross income earned by the SUBRECIPIENT that is directly generated by a supported activity or earned as a result of the Subaward during the Subaward Period of Performance. Program Income includes but is not limited to income from fees for services performed, the use or rental or real or personal property acquired under the Subaward, the sale of commodities or items fabricated under the Subaward, license fees and royalties on patents and copyrights, and principal and interest on loans made with Subaward Funds. Interest earned on advances of the Subaward is not program income. Except as otherwise provided, Program Income does not include rebates, credits, discounts, and interest earned on any of those items.

2. In the event that the SUBRECIPIENT generates Program Income, unless otherwise directed by the City, in compliance with 2 CFR § 200.307(e)(1) (**"Program Income"**), the SUBRECIPIENT shall:

a. Calculate, document, and record such Program Income and its intended use or uses;

b. Report such Program Income to the City as part of the required Progress Report, pursuant to **Article 13, Paragraph A** and Subaward Closeout Procedures, pursuant to **Article 13, Paragraph C**.;

c. Add the Program Income to the Subaward and use for continued activities related to the purposes and conditions of this Subaward.

Article 10: Reimbursement Requests

A. **Payment by Reimbursement.** This Subaward shall be paid through reimbursement for actual funding-eligible costs as permitted by this Agreement. In order to obtain payment, the SUBRECIPIENT shall make funding-eligible expenditures and thereafter submit a **"Reimbursement Request(s)"** to the City for such expenditures pursuant to the terms found in this Article.

B. **Form of Reimbursement Requests.** All Reimbursement Requests shall clearly indicate the budget category from which each request is drawing.

C. **Minimum Standards for Reimbursement Requests.** At minimum, all Reimbursement Requests submitted by the SUBRECIPIENT must:

1. Include enough detail so that the City is able to confirm that the SUBRECIPIENT has only requested reimbursement of funding-eligible expenses that were incurred by the SUBRECIPIENT in compliance with the terms of this Agreement.

2. Includes a dated cover letter of the SUBRECIPIENT's organization, with a description defining the period of performance dates which it is has incurred eligible expenses that is now being requested for reimbursement.

3. If the Budget attached as **"Exhibit C"** has line-items or funding categories, indicate which line-item or funding category under which each funding-eligible cost is being requested for reimbursement.

4. Pursuant to 2 CFR § 200.415(a) (**"Required Certifications"**), include the following federally required attestation executed by an individual that is able to legally authorized to do so by the SUBRECIPIENT:

> **"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."**

5. By executing this Agreement, the SUBRECIPIENT hereby affirms that it understands that the above are minimum standards for invoices only and are not meant to represent an exhaustive list of what the City's Agreement Liaison may request or require in order to consider a Reimbursement Request complete or to approve such request for reimbursement.

D. **Reimbursement Request Frequency and Due Dates.** Unless otherwise stated in the "Scope of Services" and "Budget" attached to this Agreement as **"Exhibit B" and "Exhibit C"**, which hereby supersedes the frequency and due date for Reimbursement Requests noted in this provision, invoices are due as followed:

1. **General Reimbursement Requests.** The period for submission of General Reimbursement Requests shall be quarterly with such invoices due to the City by the 15th of the month subsequent to the provision of services for which the City is being invoiced (January 15, 2025, April 15, 2025, July 15, 2025, and October 15, 2025).

2. **Initial Reimbursement Request.**

   a. If the Subaward Period of Performance began on a date prior to the execution of this Agreement, the SUBRECIPIENT shall submit an Initial Reimbursement Request that covers all funding-eligible expenses for the period of time beginning on the first day of the Subaward Period of Performance (for this Agreement: **UPON EXECUTION**) and

ending on the date of execution of this Agreement. This Initial Reimbursement Request shall be submitted no later than the date that the first General Reimbursement Request is due to the City.

3. **Final Invoices.** Final Invoices shall be due to the City no later than fifteen (15) calendar days after the expiration or termination of this Agreement or last date of eligible expenditures by the SUBRECIPIENT, whichever the earlier of the dates.

4. **Performance Period with No Expenses.** In periods where eligible expenses have not been incurred by the SUBRECIPIENT, the SUBRECIPIENT is not required to submit a General or Initial Reimbursement Request for zero dollars. However, the SUBRECIPIENT may still be required to submit a Progress Report over this same period in accordance with **Article 13**.

E. **Withholding or Denial of Payment on Reimbursement Requests.** The City reserves the right to withhold or deny payment on any Reimbursement Request if such request:

1. Is incomplete or fails to provide the requisite supporting documentation;

2. Fails to be provided in a timely fashion as determined by the terms of this Agreement; or

3. Indicates expenditures that are not compliant with this Agreement, the Federal Award, or any directives issued by the Federal Awarding Agency.

Article 11: Payment Terms

A. **Local Government Prompt Payment Act.** The City shall make payments to the SUBRECIPIENT on a reimbursement basis for work performed, or services provided, pursuant to this Agreement, in accordance with the Local Government Prompt Payment Act, Section 218.70 et. Seq, Florida Statutes.

B. **Federal Funding Availability.** The City is only responsible for payments to the SUBRECIPIENT for which the City is provided funding by the Federal Awarding Agency. If the Federal Awarding Agency determines that a specific cost or expense requested by the SUBRECIPIENT is not permitted to be reimbursed under the terms and conditions of the Federal Award, the City shall not be responsible for making payment to the SUBRECIPIENT for that specific requested cost or expense. Should the Federal Awarding Agency withhold or deny funding to the City for any reason, the City may subsequently withhold or deny funding to the SUBRECIPIENT.

C. **Payment Limitations.** The City shall not make payments for, or in any way be responsible for, payment to the SUBRECIPIENT for any of the following:

1. Any goods or services provided that do not fall within the “Scope of Services” attached as “**Exhibit B**”;

2. Any goods or services that fall within the attached “Scope of Services”, but that such payment can be made through a third-party program or insurance provider.

D. **Prohibition on Duplicative Funding.** The SUBRECIPIENT may not accept duplicate funding for any cost, position, service, or deliverable funded by the Federal Award. Duplicative funding is defined as more than one-hundred percent (100%) payment from all funding sources for any cost, position, service, or deliverable. If duplicate funding is discovered, this Agreement may be suspended while the extent of the overpayment is determined, or may be terminated. Such suspension or termination may be initiated at the sole discretion of the City.

E. **Costs in Excess of Award.** Any costs or expenses incurred by the SUBRECIPIENT that exceed the overall Subaward amount set forth in this Agreement, or which are were incurred by the SUBRECIPIENT outside of the Subaward Period of Performance, shall be the sole responsibility of the SUBRECIPIENT.

F. At no point shall the City be expected to, or responsible for, using its general revenue fund dollars or any non-Federal Award monies to make payment to the SUBRECIPIENT for any costs or expenses incurred by the SUBRECIPIENT pursuant or related to this Agreement or the Federal Award.

Article 12: Return of Funds

A. **Unauthorized Expenditures.** The SUBRECIPIENT shall reimburse the City for all unauthorized or funding-ineligible expenditures.

B. **Payment(s) in Error.** The SUBRECIPIENT shall return to the City any payments made to the SUBRECIPIENT that were made in error or were in any manner fraudulent or inconsistent with the "Scope of Services" attached as **"Exhibit B"** or the Federal Award (**"Payment(s) in Error"**).

1. In the event that the SUBRECIPIENT, or any outside accountant or auditor, determines that a Payment in Error was made, the SUBRECIPIENT shall return to the City any associated funds no later than ten (10) business days from when the SUBRECIPIENT became aware of such Payment in Error.

2. In the event that the City discovers a Payment in Error, the City shall notify the SUBRECIPIENT and the SUBRECIPIENT shall return any associated funds to the City no later than ten (10) business days from the SUBRECIPIENT's receipt of such notice.

C. **Federal Disallowance(s).** If the Federal Government demands reimbursement from the City due to a disallowance or finding that an expense or cost for which the City provided Subaward funding to the SUBRECIPIENT was in any way improper or not in compliance with the Federal Award, the SUBRECIPIENT shall return any associated funds to the City within a reasonable time period as mutually agreed upon by the City and the SUBRECIPIENT, or within six (6) months, whichever is the later of the dates.

D. **Delay or Failure to Return Funds.** Should the SUBRECIPIENT fail to reimburse the City for any Payment in Error or Federal Disallowance within the time designated, the City may respond with any number of the following actions:

1. Charge an interest rate as determined by the State of Florida, Chief Financial Officer, pursuant to Chapter 55, Florida Statutes, on the amount of the overpayment or outstanding balance thereof. Interest shall accrue from the date of the SUBRECIPIENT's initial receipt of overpayment funds up to the date of reimbursement of said overpayment funds to the City;

2. Withhold any or all future payments until the amount of such overpayment has been recovered by the City;

3. Terminate this Agreement;

4. Bar the SUBRECIPIENT from being considered when issuing future Federal Subawards or other City agreements; and

5. Pursue any other remedies permitted by law.

Article 13: Progress Reporting and Subaward Closeout

A. **Progress Reporting**

1. **Form of Progress Reports. "Progress Report(s)"** shall be delivered to the City on a form approved by the City's agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B.**

2. **Minimum Standards for Progress Reports.** At minimum, such Progress Reports must detail the outputs, outcomes, and progress the SUBRECIPIENT has made in accomplishing the objectives of the "Scope of Services" attached as **"Exhibit B."** Further, in the event any Program Income has been earned over the period, SUBRECIPIENT will report on the Program Income earned and expended to include whether it was related to the purposes and conditions of this Subaward. The City reserves the right to reasonably and unilaterally revise such approved form and request any additional supporting documentation from the SUBRECIPIENT as it deems necessary to meet its federal reporting requirements and monitoring obligations.

3. **Progress Report Frequency and Due Dates.** Unless otherwise stated in the "Scope of Services", which hereby overwrites the frequency and due date of Progress Reports noted in this provision if there is a conflict between the two, Progress Reports shall be submitted on a quarterly basis and are due by the 15th of the month subsequent to the provision of services of which the SUBRECIPIENT is reporting (January 15, 2025, April 15, 2025, July 15, 2025, and October 15, 2025).

4. **Withholding or Denial of Payment on Reimbursement Requests.** Failure to provide the required Progress Reports in accordance with this Article may necessitate the City's withholding of payment on any subsequent Reimbursement Requests and shall be considered cause for termination by the City pursuant to the terms of termination in this Agreement.

B. **Annual Reporting Information.** SUBRECIPIENT shall, upon request by the City's Agreement Liaison or designee, make available SUBRECIPIENT data and other information related to the "Scope of Services". This information will assist the City in its annual reporting obligation to the Federal Awarding Agency by September 30 of each year and will also be published on the City's Consolidated Annual Performance and Evaluation Report (CAPER). Information requested will be related to overall performance, program outcomes and impacts, and program approaches related to promoting equitable outcomes in the delivery of services.

C. **Subaward Closeout.**

1. All financial, performance, and other reports as required by the terms of this Subaward must be submitted to the City no later than (15) days after the end date of the Subaward Period of Performance.

2. Any earned and expended Program Income generated as a result of this Subaward must be calculated and documented with justification on its uses related to the purposes and conditions of the Subaward to the City no later than (15) days after the end date of the Subaward Period of Performance.

3. The closeout of the Federal Award, or this Subaward, does not affect any of the following:

a. The right of the Federal Awarding Agency or the City to disallow costs and recover funds on the basis of a later audit or other review. The Federal Awarding Agency or City must make any cost disallowance determination and notify the SUBRECIPIENT within the record retention period.

b. The requirement for the SUBRECIPIENT to return any funds due as a result of later refunds, corrections, or other transactions including final indirect cost rate adjustments.

c. The ability of the Federal Awarding Agency to make financial adjustments to a previously closed award such as resolving indirect cost payments and making final payments.

d. Audit requirements in 2 CFR Part 200, Subpart F.

e. Property management and disposition requirements in §§ 200.310 through 200.316 of 2 CFR Part 200.

f. Records retention as required in §§ 200.334 through 200.337 of 2 CFR Part 200.

4. After closeout of the Federal Award, or this Subaward, a relationship created under the Federal Award, or this Subaward, may be modified or ended in whole or in part with the consent of the Federal Awarding Agency or the City and the SUBRECIPIENT, provided the responsibilities of the SUBRECIPIENT, including those for property management as applicable, are considered and provisions made for continuing responsibilities of the SUBRECIPIENT, as appropriate.

Article 14: Maintenance, Retention, and Access to Records

A. The SUBRECIPIENT, and its subcontractors (if any) that are providing services or otherwise performing pursuant to this Agreement shall abide by the requirements of this Article.

1. The SUBRECIPIENT shall establish and utilize generally accepted accounting principles in the maintenance of all records relating to this Agreement. Such practices shall comply with the general acceptable accounting principles and shall fully and accurately reflect, track, and document the SUBRECIPIENT's financial activities.

2. The SUBRECIPIENT shall establish and maintain separate accounting records for the SUBRECIPIENT's activities in meeting its obligations pursuant to this Agreement with sufficient documentation to identify the associated expenditures (e.g. detailed invoices, cancelled checks, payroll journals, bank statement reconciliations, etc.) and establish that such expenditures are allowable, necessary, and reasonable under this Agreement, the Federal Award, and any directives issued by the Federal Awarding Agency.

3. The SUBRECIPIENT shall furnish the City with any and all data needed for the purpose of monitoring, evaluation, auditing, and quality assurance. This data shall include information on the services provided or work performed, and any other data that may be required by the City, in its sole discretion, to adequately evaluate the SUBRECIPIENT's performance under this Agreement.

4. All records that were created, utilized, or maintained for the purpose of fulfilment of the SUBRECIPIENT's obligations pursuant to this Agreement, whether paper or electronic

("**Relevant Records"**), shall be retained by the respective record holder for a period of five (5) years after termination of this Agreement, including any extensions or renewals of this Agreement.

5. In the event of litigation, claims, or audit findings, all Relevant Records shall be retained for a period of five (5) years after the resolution of any such event.

6. The SUBRECIPIENT shall permit the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives to access, review, or reproduce any and all Relevant Records.

7. If the "Scope of Services" in **"Exhibit B"** is site-specific, or construction-related, access to the stated construction or work site shall be provided to the City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized representatives.

8. The SUBRECIPIENT shall ensure that the provisions of this Article are incorporated into any agreements into which it enters that are related to this Agreement and the Federal Award.

B. **Public Records.**

1. Pursuant to Section 119.0701, Florida Statutes, the SUBRECIPIENT shall:

   a. Keep and maintain public records required by the City to perform the service.

   b. Upon request from the City, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the amount set by the City.

   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of this Agreement if the SUBRECIPIENT does not transfer the records to the City.

   d. Upon completion, or termination, of this Agreement, transfer, at no cost, to the City all public records in possession of the SUBRECIPIENT or keep and maintain public records required by the SUBRECIPIENT to perform the service in accordance with Florida law.

   e. If the SUBRECIPIENT transfers all public records to the City upon completion of the Agreement, the SUBRECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SUBRECIPIENT keeps and maintains public records upon completion of this Agreement, the SUBRECIPIENT shall meet all applicable requirements for retaining public records in accordance with applicable federal and Florida law.

   f. All records stored electronically shall be provided to the City, upon request from the City, in a format that is compatible with the information technology systems of the City.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE SUBRECIPIENT SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
PO BOX 310
BOYNTON BEACH, FL 33435
Phone: 561-742-6061
Email: CITYCLERK@BBFL.US

2. **Florida Agencies.** If the SUBRECIPIENT is an "Agency" as defined by Section 119.011, Florida Statutes, then the SUBRECIPIENT shall comply with its own obligations under Chapter 119, Florida Statutes. The SUBRECIPIENT additionally agrees to cooperate in good faith with the City in the handling of public records created under this Agreement. Notwithstanding anything set forth in any provision of this Agreement to the contrary, the SUBRECIPIENT will not be required to destroy any records in its custody in violation of Chapter 119, Florida Statutes.

Article 15: Monitoring Requirements

A. **Monitoring.** The SUBRECIPIENT shall permit the City, the Clerk, or the designees of either such government agency, to periodically monitor the SUBRECIPIENT's performance and programmatic and financial activities, pursuant to the requirements found in 2 CFR § 200.332 (**"Requirements for Pass-Through Entities"**) and any other relevant federal laws, regulations, or guidance.

B. **Letter of Findings.**

1. If the City, the Clerk, or the designee of either such government agency, discovers any defect in the SUBRECIPIENT's performance under this Agreement (whether programmatic, financial, etc.), then a "Letter of Findings" may be provided to the SUBRECIPIENT.

2. The SUBRECIPIENT shall respond to any such Letter of Findings with a Corrective Action Plan and Implementation Schedule, as instructed by the City, the Clerk, or the designee of either such government agency, within thirty (30) calendar days of the date of the Letter of Findings. Failure to submit a Corrective Action Plan and Implementation Schedule shall constitute a material breach and may result in termination of this Agreement.

3. Nothing in this provision shall obligate the City, the Clerk, or the designee of either such government agency, to first issue such a "Letter of Findings" to the SUBRECIPIENT prior to the City being permitted to exercise any of its rights in equity, at law, or as otherwise granted through this Agreement, including but not limited to the right to terminate this Agreement.

Article 16: Audit Requirements

A. **Auditing.** The SUBRECIPIENT shall comply with the federal auditing requirements found in 2 CFR Subpart F (**"Audit Requirements"**).

B. **Authorization to Audit.** The City, the Federal Awarding Agency, the Comptroller General of the United States, or any of their authorized designees shall have the right to audit SUBRECIPIENT's:

1. Disbursement of the Subaward;

2. Service or program delivery; and

3. Compliance with the terms, conditions, and obligations set forth in this Agreement and the Federal Award.

C. **Mandatory Audit, Certification, and Audited Financial Statement.** In determining the federal award amounts expended during its fiscal year, the SUBRECIPIENT shall consider all sources of federal awards including federal resources received from the State or other agencies.

1. If the SUBRECIPIENT expends seven hundred fifty thousand dollars ($750,000) or more in federal awards during its fiscal year, the SUBRECIPIENT must have a single audit completed and conducted in accordance with 2 CFR § 200.514 (**"Scope of Audit"**), unless the SUBRECIPIENT elects to have a program-specific audit in accordance with 2 CFR § 200.501(c) (**"Audit Requirements"**).

2. If the SUBRECIPIENT expends less than seven hundred fifty thousand dollars ($750,000) in federal awards during the fiscal year, the SUBRECIPIENT shall:

   a. Provide an annual certification to the City that a single audit was not required; and

   b. Annually submit an Audited Financial Statement to the City.

3. If the SUBRECIPIENT is mandated to have an audit performed due to its expenditure of seven hundred fifty thousand dollars ($750,000) or more in federal awards within one fiscal year, that audit must be completed no later than one-hundred and eighty (180) calendar days after the close of the SUBRECIPIENT's fiscal year.

D. **Submission of Audits and Audited Financial Statements.**

1. The SUBRECIPIENT shall submit to the City any and all auditor's report received by the SUBRECIPIENT related to its obligations under this Agreement within ten (10) business days of receipt.

2. A copy of the Single Audit Reporting Package, including the associated management letter, which was conducted in accordance with 2 CFR § 200.512 (**"Report Submission"**), or the applicable Audited Financial Statements, shall be forwarded to the City pursuant to the notice provision in this Agreement, with a copy provided to the City at the following:

City of Boynton Beach
Department of Financial Services
Attn: Community Improvement Division
100 E Ocean Avenue
Boynton Beach, FL 33435

E. **The Federal Audit Clearinghouse.** Audits must be submitted to the Federal Audit Clearinghouse either thirty (30) calendar days after receipt of the auditor's report, or nine (9) months after the end of the entity's fiscal year end date. Such audits shall be submitted electronically via the following website: https://harvester.census.gov/facweb/.

F. Failure to comply with any requirements in this Article shall be deemed as a breach of this Agreement and may result in the withholding or denial of any requests for payment or reimbursement to the SUBRECIPIENT.

Article 17: Insurance

A. The SUBRECIPIENT agrees to, on a primary basis and at its sole expense, at all times throughout the duration of this Agreement maintain the following types of insurance coverage with limits and on forms (including endorsements) as described in this Article. These requirements, as well as the City's review or acceptance of insurance maintained by the SUBRECIPIENT is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by the SUBRECIPIENT under this Agreement.

B. The SUBRECIPIENT shall require and ensure that each of its sub-contractors/consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Article and "**Attachment 1**" (**Insurance Advisory Form**).

C. The SUBRECIPIENT shall have in full force the following insurance coverage, and will provide Certificates of Insurance to the SUBRECIPIENT prior to commencing operations under this Agreement to verify such coverage during the duration of this Agreement:

1. **All SUBRECIPIENTs:**

Commercial General Liability – The SUBRECIPIENT shall maintain coverage issued on the most recent version of the Insurance Services Office (ISO) form as filed for use in Florida or its equivalent, with a limit of liability of not less than one million dollars ($1,000,000) per occurrence, general aggregate, products completed/operations aggregate, and personal advertising Injury; and, all other insurance coverage reasonably required by the City. SUBRECIPIENT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insured.

Additional Insured–Designated Person or Organization endorsement, or its equivalent to all commercial general liability policies. The coverage shall contain no limitations on the scope of protection afforded the City, its officers, officials, employees or volunteers. The certificate holder and additional insured shall be listed in the name of the City of Boynton Beach, Florida.

2. **SUBRECIPIENTS Providing Services at City Facilities:**

Workers' Compensation – The SUBRECIPIENT shall maintain coverage for its employees with statutory workers' compensation limits and no less than one million dollars ($1,000,000) for each incident of bodily injury or disease for Employer's Liability. Said coverage shall include a waiver of subrogation in favor of the City if services are being provided at City facilities.

Business Automobile Liability – The SUBRECIPIENT shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of ISO form as filed for use in Florida or its equivalent, with limits of not less than one million dollars ($1,000,000) per accident. In the event the SUBRECIPIENT does not own automobiles, the SUBRECIPIENT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. **SUBRECIPIENTs Providing Services to Vulnerable Populations:**

Sexual Abuse and Molestation Coverage with limits of not less than one hundred thousand dollars ($100,000) per occurrence shall also be included for those programs that provide services directly to Vulnerable Person(s). "Vulnerable Person(s)" are minors as defined in Section 1.01(13), Florida Statutes, or vulnerable adults as defined in Section 415.102, Florida Statutes.

4. **SUBRECIPIENTs Providing Services that are of a Professional Nature:**

Professional Liability with a limit of not less than one million dollars ($1,000,000) per wrongful act or claim. For policies written on a claims-made basis, the SUBRECIPIENT agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement. In the event the policy is cancelled, non-renewed, switched to occurrence form or any other event that triggers the right to purchase a Supplemental Extended Reporting Period (**"SERP"**) during the life of this Agreement the SUBRECIPIENT agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the SUBRECIPIENT of the obligation to provide replacement coverage.

D. Insurance carriers providing coverage required in this "Insurance" subsection must be authorized or eligible to conduct business in the State of Florida and must possess a current A.M. Best Financial Strength Rating of A-Class VIII.

E. Any request for an exception to these insurance requirements must be submitted in writing to the City for approval.

F. The SUBRECIPIENT shall provide to the City current certificates of insurance evidencing all required coverage prior to execution and commencement of any operations/services provided under this Agreement. In addition to the certificate(s) of insurance the SUBRECIPIENT shall also provide copies of any applicable endorsements as required above.

G. For continuing service contracts, renewal certificates shall be submitted upon request by either the City or its certificate management representative. The certificates shall clearly indicate that the SUBRECIPIENT has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. No material change or cancellation of the insurance shall be effective without thirty (30) calendar days prior written notice to the City. Certificates shall specifically reference the respective Agreement number. The certificate holder shall read:

City of Boynton Beach, Florida
Attention: Risk Management Department
100 E. Ocean Avenue
Boynton Beach, FL 33435

H. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes):

1. **Paragraphs A – G** of this Article are not applicable. However, such paragraphs do apply to any of the SUBRECIPIENT's subcontractors that are not agencies or political subdivisions of the State of Florida and must be included by the SUBRECIPIENT in any such subcontracts.

2. Without waiving its right to sovereign immunity as provided in Section 768.28, Florida Statutes, the SUBRECIPIENT may self-insure its liability with coverage limits of one million Dollars

($1,000,000) per occurrence or such other limited sovereign immunity as set forth by the Florida legislature. A statement of self-insurance shall be provided to the City's Risk Management Department at the address in **Paragraph G** of this Article.

Article 18: Indemnification, Sovereign Immunity, and Liability

A. **Indemnification.** The SUBRECIPIENT agrees to defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the SUBRECIPIENT, its officers, directors, employees, and/or agents relating to the SUBRECIPIENT's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

B. **Sovereign Immunity.**

1. Nothing contained in this Article, or in any part of this Agreement, shall constitute a waiver of the City's sovereign immunity provisions or protections pursuant to Section 768.28, Florida Statutes.

2. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph B.1.** of this Article applies to the SUBRECIPIENT in the same manner in which it applies to the City.

C. **Liability.**

1. Unless otherwise explicitly stated in this Agreement, in no event shall either party be responsible to the other for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty, or a breach of term of this Agreement.

2. Without waiving any of the provisions or protections under this Agreement or pursuant to Florida law, under no circumstances shall the City be liable to the SUBRECIPIENT under any contract, negligence, strict liability, or other legal or equitable theory for any amounts in excess of those limits per claim and per occurrence set forth for tort liability in Section 768.28 of the Florida Statutes, which limits are hereby made applicable to all manner of claims against the City related to this Agreement and are not confined to tort liability.

D. **State Agencies or Subdivisions.** If the SUBRECIPIENT is a "state agency or subdivision" (as defined by Section 768.28(2), Florida Statutes), then **Paragraph C.2.** of this Article applies to the SUBRECIPIENT in the same manner in which it applies to the City.

Article 19: Independent Contractor, Non-Agent SUBRECIPIENT, and Third Parties

A. **Independent Contractor.** It is understood and agreed that nothing contained in this Agreement is intended to, or should be construed as, creating or establishing the relationship of copartners between the parties, or as constituting the SUBRECIPIENT as the agent, representative, or employee of the City for any purpose or in any manner whatsoever. The SUBRECIPIENT is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement, and that any individuals hired, or performing services or work, pursuant to this Agreement shall be considered to

be the employee of the SUBRECIPIENT for all purposes, including but not limited to for any worker's compensation matters.

B. **Non-Agent SUBRECIPIENT.** The Boynton Beach City Commission has not delegated to any City officer or employee the authority to appoint any agent on the City's behalf regarding the subject matter of this Agreement. Accordingly, nothing in this Agreement is intended to, or shall be construed as to, appoint the SUBRECIPIENT as an agent of the City. Additionally, no review or approval of the SUBRECIPIENT's services, requests for reimbursement, reports, or records by the City may be construed as the City appointing the SUBRECIPIENT as an agent of the City.

C. **No Third-Party Claims.** Nothing in this Agreement, express or implied, shall confer to a third-party – or be construed as conferring to a third-party in any way – any legal or equitable right, benefit, claim, or remedy of any nature arising under or by reason of this Agreement. Moreover, the Federal Government, the City, and the employees and/or contractors of each of the foregoing governments, shall be held harmless from liability to any third parties for claims asserted under this agreement.

Article 20: Confidentiality

A. **Confidentiality.**

1. The parties hereby agree to maintain any confidential information transmitted by the other party over the course of this Agreement confidential to the extent that such confidentiality is lawfully permitted pursuant to Florida or Federal law.

2. The SUBRECIPIENT shall limit disclosure of its Confidential Information to the minimum necessary to properly perform under this Agreement. The SUBRECIPIENT understands that the City is subject to Florida Public Records laws and that information that SUBRECIPIENT may consider Confidential Information may be subject to disclosure absent a statutory exemption. In the event a public records request is made for Confidential Information of SUBRECIPIENT, the SUBRECIPIENT shall be responsible for defending its assertion that such records are subject to an exemption from disclosure and shall indemnify the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of a public records request for SUBRECIPIENT's Confidential Information where SUBRECIPIENT asserts an exemption to disclosure

B. **Health Insurance Portability and Accountability Act ("HIPAA")**

1. **Generally.** If the SUBRECIPIENT meets the definition of **"Covered Entity,**" as defined in 45 CFR § 160.103, or a **"Hybrid Entity,"** as defined in 45 CRF § 164.103, then:

   a. Before providing any services funded, in whole or in part, through this Agreement that may cause the SUBRECIPIENT to generate Protected Health Information (**"PHI"**) as defined in 45 CFR § 160.103, the SUBRECIPIENT must first obtain legally sufficient medical release authorizations from each individual receiving such services.

   b. Such required medical release authorizations may be limited in scope; however, they must at least permit the disclosure of any PHI that is in any way related to the Subaward-funded services that individual(s) receive to the City for reporting, monitoring, and auditing purposes.

   c. The City hereby reserves the right to deny payment for any costs the SUBRECIPIENT incurs in its provision of otherwise funding-eligible services to any individual(s) for

whom it does not have a valid and current medical release authorization as required by this provision.

d. Additionally, the SUBRECIPIENT must require any of its subcontractors for which this provision is applicable to secure such requisite medical release authorizations as well.

2. **Business Associate Agreements.** Should the SUBRECIPIENT's provision of services under this Agreement require access to PHI generated by the City, then the SUBRECIPIENT must execute a Business Associate Agreement that complies with the standards found in 45 CFR § 164.504(e).

C. **Florida Information Protection Act ("FIPA")**

1. Pursuant to Section 501.171(g)1., Florida Statutes, **"Personal Information"** means either of the following:

a. An individual's first name or first initial and last name in combination with any one or more of the following data elements for that individual:

(1) A social security number;

(2) A driver license or identification card number, passport number, military identification number, or other similar number issued on a government document used to verify identity;

(3) A financial account number or credit or debit card number, in combination with any required security code, access code, or password that is necessary to permit access to an individual's financial account;

(4) Any information regarding an individual's medical history, mental or physical condition, or medical treatment or diagnosis by a health care professional; or

(5) An individual's health insurance policy number or subscriber identification number and any unique identifier used by a health insurer to identify the individual.

b. A user name or e-mail address, in combination with a password or security question and answer that would permit access to an online account.

2. If, pursuant to this Agreement, the SUBRECIPIENT is maintaining, storing, or processing personal information on behalf of the City, the SUBRECIPIENT is the City's "Third-Party Agent" under FIPA and hereby agrees to comply with all obligations for such "Third-Party Agents" as detailed in Section 501.171, Florida Statutes. These obligations include, but are not limited to:

a. Taking reasonable measures to protect and secure data in electronic form containing personal information; and

b. Providing notice to the City in the event of a breach of security of the SUBRECIPIENT's system as expeditiously as practicable, but no later than ten (10) calendar days following the determination of the breach of security or reason to believe the breach occurred.

3. The SUBRECIPIENT shall be responsible and liable for all costs associated with any required notices, fines, or fees assessed against the City for any breach of Personal Information that is the fault of the SUBRECIPIENT.

Article 21: Remedies for Noncompliance

A. **Remedies for Noncompliance.** Pursuant to 2 CFR § 200.339 (**"Remedies for Noncompliance"**), if the SUBRECIPIENT fails to comply with the U.S. Constitution, federal statutes, regulations, or the terms and conditions of a Federal Award or any additional conditions that the Federal Awarding Agency or City may impose, and the Federal Awarding Agency or City determine that such noncompliance cannot be remedied by imposing additional conditions, the Federal Awarding Agency or City may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the SUBRECIPIENT or more severe enforcement action by the Federal Awarding Agency or City;

2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;

3. Wholly or partly suspend or terminate this Agreement;

4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal Awarding Agency regulations, which may be initiated at the recommendation of the City;

5. Withhold further Federal Awards for the project or program; or

6. Take other remedies that may be legally available.

Article 22: Termination

A. **Termination for Convenience by the City.** Pursuant to 2 CFR Part 200, Appendix II, Paragraph B, contracts made pursuant to a Federal Award must address termination for convenience by the City including the manner by which it will be affected and the basis for settlement. As such, the City may terminate this Agreement for convenience by providing a written thirty (30) calendar day notice to the SUBRECIPIENT.

B. **Termination by the SUBRECIPIENT.** Pursuant to 2 CFR § 200.340(a)(4), the SUBRECIPIENT may terminate this Agreement upon sending the City written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the City determines that the reduced or modified portion of the Subaward will not accomplish the purposes for which the Subaward was made, the City may terminate the Subaward in its entirety. Additionally, a SUBRECIPIENT's failure to complete performance on a Subaward in the manner initially agreed upon may compromise the SUBRECIPIENT's ability to receive subawards, other grants, or any other contract opportunities from the City in the future.

C. **Termination for Cause.**

1. **Immediate Termination.**

a. The City reserves the right of **"Immediate Termination"** of this Agreement, with such termination to be effectuated as of the SUBRECIPIENT's receipt of written notice which may be hand-delivered or transmitted by electronic mail to the SUBRECIPIENT's Agreement Liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**. Notwithstanding the foregoing, the City, as a courtesy, may additionally provide the SUBRECIPIENT with such notice in the manner provided in **Article 5** (**"Notice"**) of this Agreement.

b. Immediate Termination pursuant to this provision shall be permitted for any number of the following reasons:

(1) The Federal Awarding Agency terminates the Federal Award;

(2) Any circumstance under which the City is no longer receiving Federal Award funds to reimburse the SUBRECIPIENT occurs;

(3) The amount invoiced by the SUBRECIPIENT meets or exceeds the amount of the Subaward provided for in this Agreement;

(4) The SUBRECIPIENT files bankruptcy or otherwise becomes insolvent;

(5) The SUBRECIPIENT is determined to be ineligible to do business in the State of Florida;

(6) If the SUBRECIPIENT is a non-profit agency, loss of the SUBRECIPIENT's non-profit status; or

(7) As otherwise expressly provided for in this Agreement.

2. **Standard Termination for Cause.** The City may terminate this Agreement for cause upon providing a written fourteen (14) calendar day breach of contract and termination notice. Such termination for cause may be for any material breach of this Agreement, or if the City, using its sole discretion, determines that the SUBRECIPIENT is unable to perform under this Agreement.

3. **Opportunity to Cure.** Without creating an obligation to provide an opportunity to cure or accept the SUBRECIPIENT's proposed cure if such an opportunity is provided, the City reserves the right to provide the SUBRECIPIENT the opportunity to cure any stated breach. Such opportunity to cure can be used in tandem with, or in lieu of, a Letter of Findings issued in accordance with **Article 15** (**"Monitoring Requirements"**) of this Agreement. If the City provides such opportunity to cure, shall:

a. Provide the opportunity to cure as a part of the City's breach of contract and termination notice; and

b. Allot an appropriate deadline by which the SUBRECIPIENT must provide its proposed cure to the City.

4. **In the Event of Wrongful Termination for Cause.** If a court of competent jurisdiction determines that this Agreement was wrongfully terminated for cause, then the SUBRECIPIENT's damages for such termination, if any, shall be the same as if the City terminated this Agreement for convenience.

D. **Reporting to Federal Awarding Agency.** If the City determines that termination of this Agreement was due to the SUBRECIPIENT's material failure to comply with the Subaward's terms and conditions, the City reserves the right to report the SUBRECIPIENT to the Federal Awarding Agency so that it may report the termination to the OMB-designated integrity and performance system accessible through the federal System of Award Management (**"SAM"**).

E. **In the Event of Termination.** After receipt of a notice of termination, except as otherwise directed, the SUBRECIPIENT shall take all of the following actions:

1. Pursuant to 2 CFR § 200.339(c), continue to remain responsible for compliance with the requirements in 2 CFR §§ 200.344 (**"Closeout"**) and 200.345 (**"Post-Closeout Adjustments and Continuing Responsibilities"**);

2. Within fourteen (14) calendar days, remit to the City any advanced funds paid that have not yet been recouped by the City (if any);

3. Stop working under this Agreement on the date of receipt of the notice of termination unless otherwise stated in such notice;

4. Place no further orders and enter into no further agreements to the extent that either relate to the performance of the work which was terminated and direct any subcontractors to do the same;

5. Terminate all orders and subcontracts to the extent that they relate to the performance of the work, which was terminated;

6. Finalize all necessary reports, invoices, and other documentation required under the terms of this Agreement up to the date of termination, up to and including the final invoice due at the end of the project without reimbursement beyond that due as of the date of termination for services rendered to the termination date;

7. Take any other actions as reasonably directed in writing by the City.

F. **Payment in Event of Termination.** If this Agreement is terminated before performance is completed, whether for convenience or cause, the SUBRECIPIENT shall be paid for the work or services satisfactorily performed. In the event the Agreement is terminated for cause, the City shall be entitled to collect all or part of any funds owed to the City by the SUBRECIPIENT by deduction from the reimbursement or payment amount due the SUBRECIPIENT. No other damages, fees, or costs may be assessed against the City for its termination of the Agreement.

G. **Force Majeure.**

1. The SUBRECIPIENT shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, pandemic, act of God, or other similar causes beyond the SUBRECIPIENT's control so long as the SUBRECIPIENT's delay

is not caused by the SUBRECIPIENT's own fault or negligence. Notwithstanding the foregoing, the SUBRECIPIENT cannot claim Force Majeure under this provision for any emergency, exigency, or "Act of God" that is specifically contemplated within the "Scope of Services" of this Agreement, or which in any way existed at the time this Agreement was executed.

2. The above notwithstanding, in order to claim delay pursuant to this provision, the SUBRECIPIENT shall notify the City in writing within seven (7) business days after the beginning of any such cause that would affect its performance under this Agreement. Failure to notify the City in a timely manner of any claim of Force Majeure made pursuant to this provision is cause for termination of this Agreement.

3. If the SUBRECIPIENT's performance is delayed pursuant to this provision for a period exceeding seven (7) business days from the date the City receives the required Force Majeure notice, the City shall have the right to terminate this Contract thereafter and shall only be liable to the SUBRECIPIENT for any work performed pursuant to this Agreement prior to the date of the City's termination.

4. No other damages, fees, or costs may be assessed against the City for its termination of this Agreement pursuant to this provision. Nothing in this provision shall prevent the City from terminating this Agreement for any purpose otherwise expressly stated in this Agreement.

Article 23: General Provisions (Alphabetical)

A. **Assignments and Successors.** The parties deem the services to be rendered pursuant to this Agreement to be personal in nature. Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Neither party shall assign, sublet, convey, or transfer its interest in this Agreement without the written consent of the other, which consent shall be in the sole determination of the party with the right to consent.

B. **Attorneys' Fees and Costs.** Unless otherwise expressly stated in this Agreement, the parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any action or proceeding arising out of or relating to this Agreement (an **"Action"**).

C. **Conflicts.** The SUBRECIPIENT shall comply with all applicable local, state, and federal laws, regulations, executive orders, and the policies, procedures, and directives of the Federal Awarding Agency. Should there be conflict between the various applicable laws and this Agreement, the most restrictive shall govern.

D. **Construction and Representations.** Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement shall be deemed to have been drafted jointly by the parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Agreement which are not specifically set forth in this Agreement.

E. **Counterparts and Electronic Transmission of Signatures.** This Agreement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full

Agreement as executed by that party to the other party as mutually agreed upon by the parties, and delivery shall be effective and complete upon completion of such transmission.

F. **Governing Law.** This Agreement shall be considered as having been entered into in the State of Florida and shall be construed and interpreted in accordance with the laws of that state.

G. **Headings.** The headings or captions of articles, sections, or subsections used in this Agreement, including the Table of Contents or Table of Terms and Provisions, are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

H. **Jury Waiver.** Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right that party does or might have to a trial by jury related to any Action.

I. **Remedies.** No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any rights, power, or remedy hereunder shall preclude any other or further exercise thereof.

J. **Severability.** The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

K. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform under this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

L. **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including, by way of example only, the indemnification and public records provisions, shall survive the expiration, cancellation, or termination of this Agreement.

M. **Use of City and SUBRECIPIENT Logos.** Both parties are prohibited from use of any and all of the other party's emblems, logos, or identifiers without written permission from that party.

N. **Venue.** Each of the parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction sitting in Boynton Beach, Florida, regarding any Action, and further agrees that any such Action shall be heard and determined in such Florida federal or state court. Each party hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in Boynton Beach, Florida.

O. **Waiver.** No delay or failure on the part of any party to this Agreement to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at

any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

P. **Written Modification.**

1. No modification of this Agreement shall be binding upon any party to this Agreement unless it is reduced to writing and is signed by a duly authorized representative of each party to this Agreement.

2. Notwithstanding the above subparagraph, the parties hereby recognize that the Federal Awarding Agency may issue unilateral changes to the Federal Award that the City is permitted to unilaterally "pass-down" to the SUBRECIPIENT without formal amendment to this Agreement.

3. The City shall provide notice such unilateral amendments to the SUBRECIPIENT in a timely fashion to both by electronic mail to the SUBRECIPIENT agreement liaison noted in **TABLE 1 – THE PARTIES**, or as later re-designated pursuant to **Article 2, Paragraph B**.

4. The SUBRECIPIENT hereby agrees to work with the City in good faith to make any additional amendments to this Agreement as may be necessary pursuant to directive provided by the Federal Awarding Agency.

Article 24: Attachments

The documents provided for in the table below are hereby incorporated by both reference and attachment and therefore form a material part of this Agreement.

Attachment Name	Attachment Title
Form 1	E-Verify Use and Registration Certification
Form 2	Public Entity Crimes and Scrutinized Companies Certification
Form 3	Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification
Form 4	Federal Suspension and Debarment Certification
Form 5	Certification Regarding Lobbying
Form 6	Affidavit of Compliance with Anti-Human Trafficking Laws
Exhibit A	Required Information for Federal Subawards Schedule
Exhibit B	Scope of Services
Exhibit C	Budget
Attachment 1	Insurance Advisory Form

Article 25: Entire Agreement

This Agreement, and any documents incorporated, referenced, or attached to this Agreement, sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement. In regards to such subject matter, this Agreement supersedes any and all prior agreements,

negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

[REMAINDER OF PAGE LEFT BLANK]

CITY OF BOYNTON BEACH, FLORIDA SIGNATURE PAGE

The City has executed this Agreement on the date set forth below.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals on this _____ day of _____, 20__.

CITY OF BOYNTON BEACH, FLORIDA:

ATTEST:

_____ _____

City Clerk – Signature Mayor – Signature

Approved as to form:

_____

City Attorney – Signature

SUBRECIPIENT SIGNATURE ON FOLLOWING PAGE

SUBRECIPIENT SIGNATURE PAGE

BOYNTON BEACH, FLORIDA'S SIGNATURE ON PREVIOUS PAGE

The SUBRECIPIENT has executed this Agreement on the date set forth below.

SUBRECIPIENT AGENCY:

_____
Subrecipient Agency – Signature

_____ _____
Print Name Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by ___ means of physical presence or ___ this ___ day of _____, 20___, by _____.

Personally, Known _ OR Produced Identification ____ Type of Identification Produced _____

Seal NOTARY PUBLIC

_____
Notary – Signature

_____
Print Name

Form 1
E-Verify Registration and Use Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the City will verify that the SUBRECIPIENT has an active registration on https://e-verify.gov. If the SUBRECIPIENT does not have an active registration noted on the E-Verify website because the Federal Government has not yet updated its website, it must then provide a copy of the *E-Verify Memorandum of Understanding for Employers* that the SUBRECIPIENT received upon registration to the City.

E-VERIFY REGISTRATION USE CERTIFICATION

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that:

A. They have personal knowledge of the factual assertions set forth in this *E-Very Use and Registration Certification and Affidavit.*

B. The SUBRECIPIENT is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired during the term of this Agreement and shall provide evidence of such registration to the City upon request.

C. The SUBRECIPIENT does not and shall not employ, contract, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

D. The SUBRECIPIENT shall require all subcontractors performing work under this Agreement to provide an affidavit stating that such subcontractors do not employ, contract with, or subcontract with an unauthorized alien, pursuant to Section 448.095, Florida Statutes.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 2
Public Entity Crimes and Scrutinized Companies Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Part 1: Certification of Compliance with Section 287.133, Florida Statutes (Public Entity Crime)

The undersigned hereby certifies, on behalf of the SUBRECIPIENT, that:

A. Neither the SUBRECIPIENT, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the SUBRECIPIENT, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989.

B. The SUBRECIPIENT has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Agreement to subcontract with any vendor that has been placed on any such convicted vendor list.

C. The SUBRECIPIENT acknowledges that for the purposes of this certification, the terms "public entity crime," "convicted," and "affiliate," are as defined in Section 287.133, Florida Statutes, which the SUBRECIPIENT has reviewed prior to the execution of this certification.

D. The SUBRECIPIENT acknowledges that the City reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C** (**"Termination"**) of the Agreement) and take full advantage of any legal remedies available in equity or law should the SUBRECIPIENT be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.133, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.133, Florida Statute subsequent to entering into this Agreement with the City.

E. The SUBRECIPIENT shall immediately notify the City if at any point during the term of the Agreement, the SUBRECIPIENT's status under Section 287.133, Florida Statutes, changes in any manner.

Part 2: Certification of Compliance with Section 287.135, Florida Statutes (Scrutinized Companies)

The undersigned hereby certifies, on behalf of the SUBRECIPIENT, that:

A. The SUBRECIPIENT certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statutes.

B. The SUBRECIPIENT is not:

1. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, and the SUBRECIPIENT is not engaged in a boycott of Israel;

2. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; or

3. Engaged in business operations in Cuba or Syria.

C. The SUBRECIPIENT acknowledges that the City reserves the right to terminate this Agreement immediately (pursuant to **Article 22, Paragraph C** (**"Termination"**) of the Agreement) and take full advantage of any legal remedies available in equity or law should the SUBRECIPIENT be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statutes; or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the City for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the City.

D. The SUBRECIPIENT shall immediately notify the City if at any point during the term of the Agreement, the SUBRECIPIENT's status under Section 287.135, Florida Statutes, changes in any manner.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 3
Small and Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), and Labor Surplus Area Firm Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

CERTIFICATION OF COMPLIANCE WITH 2 CFR § 200.321

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that the SUBRECIPIENT will comply with all of the following should the SUBRECIPIENT subcontract using any portion of the Subaward:

A. When selecting subcontractors and making procurements with the Subaward, the SUBRECIPIENT shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus firms are used whenever possible while expending the Subaward.

B. Pursuant to 2 CFR § 200.321, such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

C. The SUBRECIPIENT understands that it must pass this obligation down to its subcontractors (if any).

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 4
Federal Suspension and Debarment Certification

COMPLETION OF THIS FORM IS REQUIRED FOR ALL SUBRECIPIENTS

Please note that the City will verify that the SUBRECIPIENT has an active registration with SAM.gov on https://www.SAM.gov. If the SUBRECIPIENT does not have an active registration noted in the SAM.gov system, then this Agreement will not be executed by the City.

FEDERAL SUSPENSION AND DEBARMENT CERTIFICATION

The undersigned hereby certifies on behalf of the SUBRECIPIENT, that:

A. They have personal knowledge of the factual assertions set forth in this *Federal Suspension and Debarment Certification.*

B. The SUBRECIPIENT complies with 2 CFR Part 180, Subpart C (**"Responsibilities of Participants Regarding Transactions Doing Business with Other Persons"**).

C. The SUBRECIPIENT is registered and maintains an active registration with SAM.gov and will maintain an active registration with SAM.gov for the entire term of this Agreement.

D. The SUBRECIPIENT does not appear on the SAM Exclusions list and shall notify the City within five (5) business days if it is added to the SAM Exclusions list, or should its status under the SAM system change in any way during the term of this Agreement.

E. The SUBRECIPIENT shall include a requirement to comply with 2 CFR Part 180, Subpart C in any lower tier covered transactions into which it enters.

F. The SUBRECIPIENT understands and agrees that the City reserves the right to institute additional restrictions and conditions to this Agreement, terminate this Agreement, and pursue any other remedy available under local, state, and federal law, should the SUBRECIPIENT: (1) be found to have misrepresented its SAM.gov status in any manner; or (2) fail to notify the City of any change in its status under the SAM.gov system.

This certification is a material representation of fact relied upon by the City. If it is later determined that the SUBRECIPIENT fails to comply with 2 CFR Part 180, Subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to, suspension or debarment.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in this affidavit.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

Form 5
Certification Regarding Lobbying

COMPLETION OF THIS FORM IS CONDITIONAL

This form is required for all SUBRECIPIENTs receiving a Subaward in an amount that exceeds $100,000.
Does the Subaward exceed **$100,000**? **No**

If **"No"** then the SUBRECIPIENT may disregard this form. If **"Yes"** then the SUBRECIPIENT hereby executes the following *Certification Regarding Lobbying* as required by 31 USC § 1352:

CERTIFICATION REGARDING LOBBYING
31 USC § 1352

Part 1:
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies on behalf of the SUBRECIPIENT that:

A. No Federal appropriated funds have been paid or shall be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the SUBRECIPIENT shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

C. The SUBRECIPIENT shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTs shall certify and disclose accordingly.

D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Part 2:
Statement for Loan Guarantees and Loan Insurance

The undersigned certifies on behalf of the SUBRECIPIENT that:

A. If any funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the SUBRECIPIENT shall complete and submit **Standard Form-LLL, "Disclosure of Lobbying Activities"**, in accordance with its instructions.

B. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Pursuant to the binding authority granted to the undersigned, the SUBRECIPIENT hereby certifies that it understands and will comply with its obligations as stated in both Part 1 and Part 2 this certification.

SUBRECIPIENT Agency – Signature	Title
Printed Name	Date

[REMAINDER OF PAGE LEFT BLANK]

Form 6
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."

Date: _____, 20___ Signed: _____

Entity: _____ Name: _____

Title: _____
STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20____, by _____, as _____ for _____, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: _____ State of Florida at Large (Seal)

Print Name: _____ My commission expires: _____

Exhibit A
Required Information for Federal Subawards Table

REQUIRED PURSUANT TO 2 CFR § 200.332

Federal Requirements	**Subaward-Specific Information**	
SUBRECIPIENT Name (registered name in SAM.gov):	Legal Aid Society of Palm Beach County, Inc.	
SUBRECIPIENT's Unique Entity Identifier (UEI):	59-6046994	
Federal Award Identification Number (FAIN):	N/A (CDBG Multiple Years Rollover Funds)	
Federal Award Date:	N/A (CDBG Multiple Years Rollover Funds)	
Subaward Period of Performance Start and End Date:	**Start:** Upon Execution	**End**: 09/30/2025
Federal Award Budget Period Start and End Date:	**Start:** 10/01/2024	**End:** 09/30/2025
Amount of Federal Funds obligated by this action by the Pass-Through Entity to the SUBRECIPIENT:	$10,000.00	
Total Amount of Federal Funds Obligated to the SUBRECIPIENT by the Pass-Through Entity including the current financial obligation:	$10,000.00	
Total Amount of the Federal Award committed to the SUBRECIPIENT by the Pass-Through Entity:	$10,000.00	
Federal subaward Project Description:	**24 CFR 570.201(e)** – Public Services Activity – Legal Services, Tenant/Landlord Counseling; National Objective **24 CFR Part 570.208 (a)(1)(i)**	
Name of Federal Awarding Agency:	U.S. Department of Housing and Urban Development (HUD)	
Name of Pass-Through Entity:	City of Boynton Beach	
Pass-Through Entity's Awarding Official Contact Information:	**Name:** Ty Penserga, Mayor **Email:** PensergaT@bbfl.us **Phone:** 561-742-6010	
CFDA Number and Name:	**Number:** 14.228 **Name:** Community Development Block Grant	
Is the Subaward R&D related?:	No	
Is there an indirect cost rate for the Subaward?:	No	
Requirements of the Federal Award imposed on the SUBRECIPIENT?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Are there any additional requirements imposed on SUBRECIPIENT in order for the Pass-Through Entity to meet its own reporting responsibilities to the Federal Awarding Agency?:	Yes, see the terms of the Agreement and attached exhibits and forms.	
Is there a requirement that the SUBRECIPIENT must permit the Pass-Through Entity and auditors to have access to the SUBRECIPIENT's records and financial statements?:	Yes, see: **Article 14** (**"Maintenance, Retention, and Access to Records"**) and **Article 16** (**"Audit Requirements"**).	
Are there appropriate terms and conditions concerning closeout of the Subaward?:	Yes, see: **Article 13** (**"Progress Reporting and Subaward Closeout"**)	

Exhibit B
Scope of Services

Fair Housing Project

Scope of Services

The Fair Housing Project is part of Legal Aid's Individual Rights Advocacy practice area which aims to improve a family's opportunities and living conditions through the provision of high quality civil legal advice, consultation, representation and outreach at no cost to participants and clients. Through this proposal for funding, City of Boynton Beach residents will benefit from the full spectrum of legal services provided by Legal Aid's 21 various projects. When appropriate, Boynton Beach residents seeking fair housing assistance will receive referrals and have access to advice, consultation and representation for a variety of legal matters, including but not limited to: representation at restraining order hearings for victims of domestic violence, sexual assault and stalking; investigation of cases of abuse, neglect and exploitation of frail and vulnerable seniors; assistance with immigration matters, particularly for victims of domestic violence and juveniles in the dependency system; and the filing of appeals for individuals with HIV/AIDS who have been wrongfully denied disability benefits.

The attorney will organize and conduct fair housing workshops and legal presentations for the general public and for social service providers and representatives from the banking and realty sectors. The attorney will also represent victims of unlawful discrimination in cases regarding the provision of housing services in state/federal courts, and before administrative agencies in cases seeking affirmative relief and counterclaims for damages and injunctive relief. Accordingly, he/she will file administrative discrimination complaints with HUD, the Palm Beach County Office of Equal Opportunity, and other appropriate agencies.

Requested Community Development Block Grant funds from the City of Boynton Beach will be used to provide fair housing education, outreach and enforcement activities for residents of the City of Boynton Beach. All activities will be presented by staff attorneys and paralegals from the Legal Aid Society's Fair Housing Project. Attorneys will be licensed and will have experience in fair housing, real property, landlord-tenant, consumer, mortgage foreclosure and housing law. All services will be offered free of charge and will be in support of the proposed eligible activities only. Fifteen (15) individuals will attend each of three (3) fair housing seminars and outreach events for a total of forty-five (45) individuals at $400 per event ($1,200.00). Sixteen (16) clients approximately will be represented through enforcement/discrimination activities at $550.00 per case ($8,800.00).

EXHIBIT C

Based on the "Scope of Services" as set forth in **Exhibit B**, below is the established budget and activities for this Agreement:

Project Phase	CDBG Funds
Community Presentations	$1,200.00
Legal Counseling	$8,800.00
Totals	**$10,000.00**

FUNDING AND METHOD OF PAYMENT:
It is expressly understood and agreed by the Parties that the funds contemplated by this Agreement originated from the federal CDBG Program; and funds are subject to HUD's approval of the CITY's CDBG FY 2024 Annual Action Plan; and the approved reimbursements through HUD's Integrated Disbursement and Information System (IDIS). The services provided with this funding will be to serve low-to-moderate income (LMI) individuals that are 80% or below, the area median income (AMI). A signed and dated household income certification form and proof of income (e.g. pay stubs, retirement benefits, signed and dated income self-certification form, etc.) from individuals served, is required to be kept in individual's file.

All reimbursement requests must be supported by an appropriate level of expense support documentation and progress reporting clearly demonstrating that the applicable progress threshold for the request has been achieved.

All requests for reimbursement shall adhere to the standards set forth in **Article 10: Reimbursement Requests** and **Article 11: Payment Terms**. Failure for SUBRECIPIENT to adhere to these standards may result in delay of payment and / or disallowance of funding.

The following are hereby incorporated into this "**Attachment 1**" **(Insurance Advisory Form)** by reference:

City of Boynton Beach
Risk Management Department
INSURANCE ADVISORY FORM

Under the terms and conditions of all contracts, leases, and agreements, the City requires appropriate coverages listing the City of Boynton Beach as Additional Insured. This is done by providing a Certificate of Insurance listing the City as "Certificate Holder" and "The City of Boynton Beach is Additional Insured as respect to coverages noted." Insurance companies providing insurance coverages must have a current rating by A.M. Best Co. of "B+" or higher. *(NOTE: An insurance contract or binder may be accepted as proof of insurance if Certificate is provided upon selection of vendor.)* The following is a list of types of insurance required of contractors, lessees, etc., and the limits required by the City: **(NOTE: This list is not all inclusive, and the City reserves the right to require additional types of insurance, or to raise or lower the stated limits, based upon identified risk.)**

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Asbestos Abatement	Each Occurrence	$ 1,000,000.00
Lead Abatement	Fire Damage (any one fire)	$ 50,000.00
Broad Form Vendors	Med. Expense (any one person)	$ 5,000.00
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Fire Legal Liability		
Professional Liability		Aggregate - $1,000,000.00
Automobile Liability	Combined Single Limit	$ 1,000,000.00
Any Auto		
All Owned Autos		
Hired Autos		
Non-Owned Autos		
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation Statutory Limits		
Employer's Liability	Each Accident	$ 1,000,000.00
	Disease, Policy Limit	$ 1,000,000.00
	Disease Each Employee	$ 1,000,000.00
Property:		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Installation Floater		Limits based on Project Cost
Other - As Risk Identified		to be determined

INSURANCEADVISORYFORM Revised 04/2021

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-207- Approve the City of Boynton Beach State Housing Initiative Partnership (SHIP) Program Annual Report for FY2021-2022 and Local Housing Incentives Certification.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-207.

Explanation of Request:

Section 420.9072, Florida Statutes, regulates State Housing Initiative Partnership (SHIP) Program funds. The City of Boynton Beach receives an allocation of funds created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of a local housing assistance plan, to expand the production of and preserve affordable housing, to further the housing element of the local government's comprehensive plan specific to affordable housing and to increase housing-related employment.

The statute requires that each county or eligible municipality submit to the Florida Housing Finance Corporation (Corporation) an annual report of its affordable housing programs and accomplishments utilizing SHIP funds through June 30, the close of the state's fiscal year. The report shall be certified as accurate and completed by the local government chief elected official or their designee. The report is representative of the following three-years worth of funding from the beginning of the report year.

How will this affect city programs or services? The State Housing Initiative Partnership (SHIP) Program is one of two principal funding sources for the City's affordable housing programs.

Fiscal Impact: SHIP funds are also used for a portion of the City's administration costs which also lessens the demand on the general fund for personnel expenses.

Attachments:
R24-207 Agenda_Item_2036-2023_Resolution_for_SHIP_Annual_Report_and_Local_Housing_Cert.docx
Exhibit A to Resolution - FY 2021-2022 SHIP Annual Report and Certification.pdf

RESOLUTION NO. R24-207

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE CITY OF BOYNTON BEACH STATE HOUSING INITIATIVE PARTNERSHIP (SHIP) PROGRAM ANNUAL REPORT FOR FY2021-2022 AND LOCAL HOUSING INCENTIVES CERTIFICATION; AND FOR ALL OTHER PURPOSES.

WHEREAS, section 420.9072, Florida Statutes, regulates the State Housing Initiative Partnership (SHIP) Program; and

WHEREAS, the City of Boynton Beach receives an allocation of funds created for the purpose of providing funds to counties and eligible municipalities as an incentive for the creation of a local housing assistance plan to expand the production of and preserve affordable housing to further the housing element of the local government Comprehensive Plan specific to affordable housing, and to increase housing-related employment; and

WHEREAS, the statute requires that each county or eligible municipality shall submit to the Florida Housing Finance Corporation an annual report of its affordable housing programs and accomplishments utilizing SHIP funds through June 30, the close of the state's fiscal year; and

WHEREAS, the report shall be certified as accurate and completed by the local government's chief elected official or their designee. The report is representative of the following three-year worth of funding from the beginning of the report year; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the City of Boynton Beach State Housing Initiative Partnership (SHIP) Program Annual Report for FY2021-2022 and Local Housing Incentives Certification.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve a State Housing Initiative Partnership (SHIP) Program Annual Report for FY2021-2022

and Local Housing Incentives Certification, in form and substance similar to that attached as "Exhibit A. "

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the SHIP Program Annual Report for FY2021-2022 and Local Housing Incentives Certification. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. One fully-executed original shall be retained by the City Clerk as a public record of the City. A copy of the fully-executed shall be provided to RJ Ramirez to forward to the Florida Housing Finance Corporation.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

Title: SHIP Annual Report

Report Status: Submitted

Boynton Beach FY 2021/2022 Closeout

orm 1

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
1	Purchase Assistance	$184,726.50	3				
2	Purchase Assistance	$25,000.00	1				
3	Owner Occupied Rehab	$328,445.25	4				
	Homeownership Totals:	**$538,171.75**	**8**				

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
26	Rapid Rehousing	$8,375.00	1				
	Rental Totals:	**$8,375.00**	**1**				
	Subtotals:	**$546,546.75**	**9**				

Additional Use of Funds

Use	Expended
Administrative	$29,358.69
Homeownership Counseling	$.00
Admin From Program Income	$.00
Admin From Disaster Funds	$.00

Totals:	**$575,905.44**	**9**	**$.00**	**$.00**

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$536,430.00
Program Income (Interest)	$1,307.55
Program Income (Payments)	$45,140.18
Recaptured Funds	$.00
Disaster Funds	
Other Funds	
Carryover funds from previous year	-$7,902.19
Total:	**$574,975.54**

*** Carry Forward to Next Year: -$929.90**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

orm 2

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	483	518	621	752	929
VLI	805	862	1,035	1,196	1,335
LOW	1,288	1,380	1,656	1,913	2,135
MOD	1,932	2,070	2,484	2,871	3,204
Up to 140%	2,254	2,415	2,898	3,349	3,738

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$546,546.75	73.51%
Public Moneys Expended	$186,917.74	25.14%
Private Funds Expended	$.00	.00%
Owner Contribution	$10,000.00	1.35%
Total Value of All Units	$743,464.49	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$538,171.75	$528,527.81	101.82%	65%
Construction / Rehabilitation	$463,445.25	$528,527.81	87.69%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *
Extremely Low	$8,375.00	1.46%
Very Low	$210,842.25	36.67%
Low	$213,003.50	37.05%
Moderate	$114,326.00	19.88%
Over 120%-140%	$.00	.00%
Totals:	$546,546.75	95.06%

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low		0	$8,375.00	1	$8,375.00	1
Very Low	$210,842.25	2		0	$210,842.25	2
Low	$213,003.50	3		0	$213,003.50	3
Moderate	$114,326.00	3		0	$114,326.00	3
Over 120%-140%		0		0	$.00	0
Totals:	$538,171.75	8	$8,375.00	1	$546,546.75	9

orm 3

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 140%	Total
Owner Occupied Rehab	Boynton Beach		2	1	1		4
Purchase Assistance	Boynton Beach			2	2		4
Rapid Rehousing	Boynton Beach	1					1
	Totals:	**1**	**2**	**3**	**3**		**9**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
Owner Occupied Rehab	Boynton Beach			2	2	4
Purchase Assistance	Boynton Beach		1	2	1	4
Rapid Rehousing	Boynton Beach		1			1
	Totals:		**2**	**4**	**3**	**9**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
Owner Occupied Rehab	Boynton Beach	1	2	1	4
Purchase Assistance	Boynton Beach	1	2	1	4
Rapid Rehousing	Boynton Beach			1	1
	Totals:	**2**	**4**	**3**	**9**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
Owner Occupied Rehab	Boynton Beach		3	1				4
Purchase Assistance	Boynton Beach		3				1	4
Rapid Rehousing	Boynton Beach		1					1
	Totals:		**7**	**1**			**1**	**9**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
Owner Occupied Rehab	Boynton Beach			2	2
Purchase Assistance	Boynton Beach				0
Rapid Rehousing	Boynton Beach		1		1
	Totals:		**1**	**2**	**3**

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units

orm 4

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	Year Adopted (or N/A)
Expedited permitting		Required	Adopted	2021
Ongoing review process		Required	Adopted	2021

Flexible densities	The City allows for increased floor area ratios and densities in selected residential districts to incentivize the provision of affordable dwelling units. The City has a density bonus in place as part of the Workforce Housing Program. A developer may elect to obtain a density bonus and/or a height bonus through the construction of the workforce units on-site or off-site, monetary contribution, donation of land, or purchase of units to be designated as workforce (City Code of Ordinances, Part III, Chapter 1, Article V, Section 2.C).	AHAC Review	Adopted	2021
Printed inventory of public owned lands	The Community Improvement Division maintains a list of the current inventory of all vacant land including those properties owned by the City of Boynton Beach and Palm Beach County within the target area. A list of all available land and a list of vacant land suitable for affordable housing in the city, is available as a link on the City's website for easy access for developers.	AHAC Review	Adopted	2021
Support of development near transportation/employment hubs	As part of the Workforce Housing Program, developers may be entitled to request higher density land use and zoning category, if providing workforce housing units, for projects located within the Downtown Transit Oriented Development District (City Code of Ordinances, Part III, Chapter 1, Article V, Section 2.C).	AHAC Review	Adopted	2021

Impact fee modifications	City's Impact fees (Parks, Water and Sewer) may be subsidized for new constructions of single-family affordable housing projects with SHIP funds. In conjunction with the SHIP down payment assistance; at closing the developer could receive a credit for City's impact fee paid from the SHIP Program, by meeting all of the following conditions: • Purchase price is at or below of SHIP Program Maximum Purchase Price (Maximum purchase price is updated yearly by Florida Finance Corporation) • Home buyer is income eligible to participate on the City's Purchase Assistance Program • Home buyer participates in the City's SHIP Purchase Assistance Program The Building Department will offer non-profit developers constructing Affordable Housing dwellings up to two expedited permit reviews at no cost (a credit up to $1,000.00) as long as the buyer participates in the City's SHIP Purchase Assistance Program.	AHAC Review	Adopted	2022

Support Services

The Affordable Housing Advisory Committee (AHAC) is part of the review process of new policies, procedures, ordinances, regulations, and plan provisions to determine what effects if any, they may have on the cost of producing affordable units prior to passage. The City will disperse all information concerning new ordinances to the AHAC in the sufficient time needed to evaluate and comment on any impact it may have on affordable housing.

Other Accomplishments

N/A

Availability for Public Inspection and Comments

The Annual Report was made available through Public Notice on the City's website.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **254**

Mortgage Foreclosures

A. Very low income households in foreclosure: **0**

B. Low income households in foreclosure: **0**

C. Moderate households in foreclosure: **0**

Foreclosed Loans Life-to-date: **0**

SHIP Program Foreclosure Percentage Rate Life to Date: **0.00**

Mortgage Defaults

A. Very low income households in default: **0**

B. Low income households in default: **0**

C. Moderate households in default: **0**

Defaulted Loans Life-to-date: **0**

SHIP Program Default Percentage Rate Life to Date: **0.00**

Strategies and Production Costs

Strategy	Average Cost
Owner Occupied Rehab	$54,740.88
Purchase Assistance	$52,431.63
Rapid Rehousing	$8,375.00

Expended Funds

Total Unit Count: **9** Total Expended Amount: **$546,546.75**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
Owner Occupied Rehab	Francis Harris	1812 S.W. 17th. Street	Boynton Beach	33426	$26,467.25	2019-2020
Owner Occupied Rehab	Wilfred and Joan Byam	216 S.E. 1st Street	Boynton Beach	33435	$64,830.00	2019-2020
Owner Occupied Rehab	Carolina Duncan	404 N.W. 16th Avenue	Boynton Beach	33435	$78,277.00	
Owner Occupied Rehab	Doris Rivera	2091 S.W. 13th Avenue	Boynton Beach	33426	$51,374.00	
Purchase Assistance	Iesha Gosier	564 NW 11th Avenue	Boynton Beach	33435	$85,000.00	
Purchase Assistance	Kendra Wilson	545 NW 11th Avenue	Boynton Beach	33435	$50,000.00	
Purchase Assistance	Egain Duverne	1916 Palmland Drive	Boynton Beach	33436	$25,000.00	
Purchase Assistance	Luxanor Sannon	1113 Lake Terrace	Boynton Beach	33436	$49,726.50	
Owner Occupied Rehab	Lloyd Minnis	168 SE 27 Way	Boynton Beach	33435	$68,171.00	

Owner Occupied Rehab	Juliette Mathurin	717 Key West Street	Boynton Beach	33426	$39,326.00	
Rapid Rehousing	Shakendra Chaney-Wright	1510 Stonehaven Dr	Boynton Beach	33436	$8,375.00	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
City of Boynton Beach	Government	Program Administration	100%	$29,358.69

Program Income

Program Income Funds	
Loan Repayment:	$45,140.18
Refinance:	$.00
Foreclosure:	$.00
Sale of Property:	$.00
Interest Earned:	$1,307.55
Total:	**$46,447.73**

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	34
Approved	15
Denied	2

Explanation of Recaptured funds

Description	Amount
	$.00
	$.00
	$.00
Total:	**$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units: 315,000.00

Or

Not Applicable

pecial Needs Breakdown

SHIP Expended and Encumbered for Special Needs Applicants

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units
1	Purchase Assistance	$49,726.50	1		
3	Owner Occupied Rehab	$220,948.25	2		

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(3) Owner Occupied Rehab	Receiving Veterans Disability Benefits	$26,467.25			
(3) Owner Occupied Rehab	Receiving Social Security Disability Insurance	$64,830.00			
(3) Owner Occupied Rehab	Receiving Supplemental Security Income	$129,651.00	2		
(1) Purchase Assistance	Receiving Supplemental Security Income	$49,726.50	1		

Provide a description of efforts to reduce homelessness:

The City amended the 2021-2024 LHAP to add the Rapid Re-Housing strategy to assist homeless community in Boynton Beach. In addition, the City continues to collaborate with Palm Beach County Continuum of Care (COC) for outreach and services to the City's homeless populations. The City provides information and referrals to the Palm Beach County Homeless Housing Alliance (HHA). The HHA coordinates all U.S. Department of Housing and Urban Development- COC funding for the County. The City directs all homeless referrals to the County housing service agencies.

ıterim Year Data

Interim Year Data

Interim Year 1		
State Annual Distribution	$775,874.00	
Program Income	$172,755.09	
Program Funds Expended	$229,353.07	
Program Funds Encumbered	$635,309.15	
Total Administration Funds Expended	$0.00	
Total Administration Funds Encumbered	$86,344.01	
Homeownership Counseling	$0.00	
Disaster Funds	$5,390.00	
65% Homeownership Requirement	$720,309.15	92.20%
75% Construction / Rehabilitation	$720,309.15	92.20%
30% Very & Extremely Low Income Requirement	$680,162.22	71.29%
30% Low Income Requirement	$85,000.00	8.91%
20% Special Needs Requirement	$669,042.22	85.64%
Carry Forward to Next Year		

LG Submitted Comments:

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of The City Of Boynton Beach (Local Government), I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year FY 2021-2022 and interim years FY 2022-2023.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $ 0.00.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $ 0.00.

Staff Member responsible for submitting annual report to FHFC: RJ Ramirez, Community Improvement Division Manager.

_____	_____
Witness Signature Date	Chief Elected Official or Designee Signature Date
_____	Mayor Ty Penserga
Witness Printed Name	Chief Elected Official or Designee Printed Name
_____	
Witness Signature Date	
_____	
Witness Printed Name	
or	
	ATTEST (Seal)
_____	
Signature Date	

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-208- Approve the auction of the surplus vehicles/equipment submitted by the Fleet Maintenance Division for disposal by using the online auctioneer JJ Kane Auctioneers.

Requested Action:

Staff recommends approval of Proposed Resolution No. R24-208.

Explanation of Request:

The Fleet Maintenance Division is submitting fifteen (15) units to be disposed of at auction by using the online auctioneer JJ Kane Auctioneers. These proceeds will generate revenue for the Fleet Maintenance Fund. The division has verified that the units are no longer of use and have completed all proper documentation for disposal.

How will this affect city programs or services?

The disposal of obsolete, damaged, and surplus vehicles/equipment will remove the need to store the items and allow the Finance Department to remove the items from the City's fixed asset records.

Fiscal Impact: The revenue generated from the sale of surplus vehicles/equipment will be placed in the Fleet Maintenance Fund and will be used for the future procurement of vehicles/equipment.

Attachments:
R24-208 Agenda_Item_2032-2023_auction_for_disposal.docx
Exhibit A to Resolution - Vehicle Surplus List - Sep 2024.pdf
JJ_Kane_Contract_Agreement.pdf

RESOLUTION NO. R24-208

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE AUCTION OF THE VEHICLES/EQUIPMENT SUBMITTED BY THE FLEET MAINTENANCE DIVISION FOR DISPOSAL BY USING THE ONLINE AUCTIONEERS JJ KANE AUCTIONEERS; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, on August 15, 2023, the City Commission approved Resolution No. R23-102 approving an Agreement with JJ Kane Auctioneers to facilitate the sale at public auction of City-owned vehicles and equipment that have been identified as surplus; and

WHEREAS, the Fleet Maintenance Division is submitting fifteen (15) units to be disposed of at auction by using the online auctioneer JJ Kane Auctioneers; and

WHEREAS, the Fleet Maintenance Division has verified that the units are no longer of use and have completed all proper documentation for disposal, and requests the City Commission's review, evaluation, and approval to sell the surplus vehicles/equipment; and

WHEREAS, the proceeds will generate revenue for the Fleet Maintenance Fund; and

WHEREAS, the City Commission, upon recommendation of staff, has deemed it to be in the best interests of the citizens and residents of the City to approve the auction of the Vehicles/Equipment submitted by the Fleet Maintenance Division for disposal by using the online auctioneers JJ Kane Auctioneers.

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 auction of the Vehicles/Equipment submitted by the Fleet Maintenance Division for disposal by using the online auctioneers, JJ Kane Auctioneers. A copy of the Vehicle List to be auctioned is attached hereto and incorporated herein as "Exhibit A."

SECTION 3. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Public Works Department

Fleet Management & Mobility Division

Vehicle Surplus List - Sep 2024

UNIT #	YEAR	MAKE	MODEL	DESCRIPTION	VIN # OR SERIAL #	DEPARTMENT
4852	2018	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR7JGB46363	POLICE
4854	2018	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR1JGB46357	POLICE
4966	2019	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR7KGA28881	POLICE
5901	2009	CHEVROLET	SILVERADO	TRUCK FLATBED STAKED BODY	1GBJC74K69F143498	PARKS & GROUNDS
19	2008	CHEVROLET	SILVERADO	PICKUP TRUCK 3/4 TON	1GCHC24K48E197562	PARKS & GROUNDS
3625	2016	FORD	FUSION	MID SIZE SEDAN	3FA6P0G71GR398201	CITY MANAGERS OFFICE
4972	2019	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR8KGA28887	POLICE
7700	2017	FORD	EXPLORER	MID SIZE SEDAN	1FM5K8D81HGC90309	INTERNAL INVESTIGATIONS
4862	2018	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR3JGB46358	POLICE
4864	2018	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR3JGB46361	POLICE
4737	2017	FORD	EXPLORER	MID SIZE SEDAN PURSUIT	1FM5K8AR2HGD26151	POLICE
1906	2019	LODAL	EVO T-28	SIDE LOAD TRUCK	1L9AH47B7KK006214	SOLID WASTE
1874	2018	PETERBILT	PETERBILT WITH N	SIDE LOAD TRUCK	3BPDLJ0X9JF191402	SOLID WASTE
1581	2015	PETERBILT	PETERBILT WITH H	GRAPPLE TRUCK	2NP2HJ4X0FM273647	SOLID WASTE
1862	2018	FREIGHTLINER	M120 DUMP	FREIGHTLINER WITH PETERSEN	1FVACYFE2JHJP8304	SOLID WASTE



Contact: Dave Persad
Seller Name: The City of Boynton Beach
Express Mail Address (No P.O. Boxes):

222 NE 9th Ave
Boynton Beach, FL 33435

Phone: 561-742-6215
Email: persadd@bbfl.us

Date Emailed To Seller: 7.17.2023

This agreement (this "Agreement"), effective as of July 17th 2023, is by and among The City of Boynton Beach (hereinafter called "Seller"), J.J. Kane Exchange, LLC ("Exchange"), and J.J. Kane Associates Inc. d/b/a "J.J. Kane Auctioneers," "Ken Porter Auctions" and "First Capitol Auction" ("Associates" and, together with Exchange, hereinafter called "Auctioneer"), acting as agent for Seller. Seller and Auctioneer, intending to be legally bound, hereby agree as follows:

1) Term and Termination. The term of this Agreement shall begin on the date hereof and shall continue until terminated by either party hereto. Either party hereto may terminate this Agreement at any time upon 60 days' prior written notice to the other party. Upon termination of this Agreement, Auctioneer shall provide written notice to Seller describing any unsold Auction Items (defined below) and, unless otherwise mutually agreed to by the parties hereto, Auctioneer shall be permitted to attempt to sell such Auction Items at auction for an additional 60 days following the effective date of the termination of this Agreement. At the end of such additional 60 day period, any unsold Auction Items will be released to Seller; provided, that Seller shall be required to reimburse Auctioneer for any and all expenses incurred by Auctioneer in connection with the transportation, storage, decommissioning, and other related costs of preparing such unsold Auction Items for sale prior to Auctioneer's release of such Auction Items to Seller.

2) Engagement.
   a) Seller hereby engages Auctioneer to facilitate the sale at public absolute auction sale Seller's property identified by Seller (the "Auction Item"), excluding any chemicals, hazardous materials or other environmentally unsafe equipment or materials unless mutually agreed upon in writing by Seller and Auctioneer.
      i) Seller shall be responsible for clean-up/disposal of petroleum products/chemical spills coming from Auction Items that are offered for sale under this Agreement. The prompt and proper clean-up of any spills, leaks or other releases of petroleum or chemical substances and materials will be performed in accordance with all applicable federal, state and local laws and regulations. Seller acknowledges and agrees that in the event a spill has occurred, notification by Auctioneer to certain federal, state and/or local agencies may be required. Seller shall be responsible for all costs resulting in the clean-up of any spills/leaks or other releases of petroleum or chemical spills in accordance with any applicable laws and regulations. All clean-up/proper disposal costs will be billed back to Seller and deducted from Seller's sale proceeds. If said proceeds do not cover the total cost of spill cleanup/disposal, Seller will be billed the difference and Auctioneer shall be paid within 10

business days of dated invoice. The obligations set forth in this Section 2 shall survive the termination or expiration of this Agreement.

b) Seller hereby acknowledges and agrees that any auction conducted over the internet via online bidding will be conducted by Exchange and any applicable third party internet auction platform.

c) Auctioneer may, in its sole discretion, accept or reject any Auction Items proposed for auction sale by Seller.

3) Auctioneer Personnel. Auctioneer shall provide all necessary auctioneers, accountants, clerks and office staff required to achieve the efficient and orderly performance of the auction sale contemplated by this Agreement. Auctioneer shall employ qualified personnel to perform these jobs and shall perform the engagement contemplated by this Agreement in a professional and skilled manner.

4) As-Is & Where-Is Auction Sales.

a) Auction Items will be offered for sale individually, or in the case of small miscellaneous items sold in lots as determined by Auctioneer. All Auction Items will be sold on an "As-Is Where-Is" basis without any warranties of any kind, expressed or implied.

b) Seller agrees to disclose to Auctioneer any known defects or faults with Auction Items prior to listing such Auction Items with Auctioneer for sale.

c) In the case that a known defect or condition of any Auction Item is not disclosed by Seller to Auctioneer prior to listing, Auctioneers shall have the right, in its sole discretion, to declare such Auction Item a "No Sale" in which case Seller shall retain possession of such Auction Item and reimburse Auctioneer for any and all costs and expenses incurred by Auctioneer in connection with the transportation, storage, decommissioning and sale preparation of such Auction Item.

d) In accordance with applicable state and federal emissions regulations, Seller shall notify Auctioneer of any alterations of OEM emission systems that have occurred on vehicle or equipment Auction Items (e.g., dpf, def, system deletes or other engine control software or hardware alterations not approved by OEM).

5) Marketable Title.

a) Seller specifically represents and warrants to Auctioneer that Seller is the sole owner of, and has good, valid and marketable title to, all of the Auction Items to be sold by Auctioneer pursuant to this Agreement, free and clear of any liens, security interests, mortgages, debts or other encumbrances or restrictions of any kind not otherwise disclosed in writing by Seller to Auctioneer on or prior to the date of this Agreement. Seller further represents and warrants that there are no outstanding judgments or liens against Seller and that there are no legal actions, claims or proceedings pending or, to the knowledge of Seller, threatened against or adversely affecting Seller whatsoever which in any way would hinder, prevent or otherwise affect Seller's or Auctioneer's right or ability to sell the Auction Items at auction sale.

b) Seller acknowledges and agrees that Auctioneer may elect to conduct UCC lien searches on any Auction Items deemed necessary by Auctioneer, in its sole discretion. Seller shall be responsible for the cost of any such lien searches payable in accordance with Section 11(c) below.

c) Seller agrees to deliver, upon Auctioneer's request, any documents, certificates, proofs of ownership or titles that may be required to effectively deliver and convey title to the Auction Items sold by Auctioneer pursuant to this Agreement.

d) In the case that there is a delay in the new purchaser receiving a free and clear title to any vehicle or trailer Auction Items sold hereunder, the net proceeds from the sale will be held by Auctioneer until a free and clear title is delivered to the purchaser; provided, that, at the election of Auctioneer, in its sole discretion, the applicable Auction Item may be withdrawn from the auction sale and remain Seller's property.

e) Seller acknowledges and agrees that, although Auctioneer guarantees free and clear title to the purchaser of each Auction Item and Auctioneer will use its commercially reasonable best efforts to obtain and convey such title in accordance with applicable law, Auctioneer shall in no way be responsible for any losses, damages, costs, expenses or fees (including, without limitation, attorneys' fees) arising out of or relating to any delay in obtaining and/or conveying free and clear title to the purchaser of any Auction Item sold hereunder.
f) Seller acknowledges and agrees that, if requested, Auctioneer may provide the name of Seller to the applicable purchaser of any vehicle Auction Item sold hereunder.
g) If Seller is a motor vehicle dealer, Seller's dealer state & dealer number are as follows: (list dealer state & dealer number): _____.
h) The obligations set forth in this Section 5 shall survive the termination or expiration of this Agreement.

6) Titles On-Site.
a) Seller agrees to deliver or cause to be delivered to Auctioneer all signed certificates of title, letters of authorization to sell vehicle Auction Items and any other related paperwork (e.g., a seller-specific bill of sale) no later than 10 days prior to the applicable auction sale.
b) In order to comply with applicable motor vehicle rules and to enable new purchasers to assume ownership with minimal problems, a letter of authorization on Seller's letterhead must accompany all certificates of title associated with Auction Items. Set forth below is a sample letter:

To Whom It May Concern:

[SELLER NAME] hereby authorizes J.J. Kane Auctioneers to sell vehicles and/or equipment owned by _____ at the auction sale conducted on Saturday, _____ in _____, ___.

Sincerely,
[SELLER NAME]
[DATE]

7) Delivery of Auction Items. Unless Seller requests for Auctioneer to arrange for the pickup and transportation of any Auction Items to the applicable auction site by a third party service provider in accordance with Section 11(b) below, Seller shall deliver or cause to be delivered the Auction Items to the auction sale site no later than ten days prior to the applicable auction sale or to such other location agreed to in writing by Auctioneer. All Auction Items shall be delivered to Auctioneer in running condition (except as noted by Seller) with adequate fuel levels and a duplicate set of keys.

8) Insurance Coverage.
a) Seller shall, at their own expense, maintain and carry in full force and effect appropriate insurance coverage on the Auction Items being sold hereunder until the day of the auction sale.
b) Auctioneer and owner of the auction sale site property will not be responsible for any damages to Auction Items resulting from acts of nature, theft, accident and/or vandalism while such Auction Items are located at the sale site.
c) Auctioneer shall be responsible for any loss or damage to Auction Items due to Auctioneer's willful or negligent acts or omissions.

9) Commission.

a) Seller agrees that Auctioneer will charge the buyer of each Auction Item sold hereunder a base buyer's fee equal to 10% of the gross sale price paid for such Auction Item, subject to increase depending on the applicable (i) sales platform (e.g., live auction or internet only), (ii) type of buyer (on-site or internet) and/or (iii) Auction Item location, which shall not exceed 15% of the gross sales price paid for the Auction Item.
b) **[Seller agrees to pay Auctioneer a Seller's commission equal to 0% of the total gross sale price for sold Auction Items.]**
c) Seller agrees that, when applicable, Auctioneer may deduct its commission from the gross proceeds of the auction sale.

10) Non-Sales.
a) In the event that a successful bidder fails to pay for an Auction Item for which such bidder is designated to be the high bidder, then the applicable Auction Item will be deemed a "Non-Sale," no commission will be charged on such Auction Item and Seller will retain ownership of such Auction Item.
b) In certain instances Auctioneer may be required to refund the would-be purchaser of an Auction Item that has been deemed a "Non-Sale." In the event Seller has already received the proceeds for such a "Non-Sale" Auction Item, Auctioneer will be entitled to relist the Auction Item on Seller's behalf. Seller agrees to assist Auctioneer in obtaining all title and registration paperwork necessary to relist the Auction Item (including duplicate title). Auctioneer will not assume ownership of the Auction Item at any time. Seller agrees that Auctioneer shall be entitled to use the proceeds of any auction sale following such a relisting to recover any amounts previously refunded to the would-be purchaser, together with administrative fees and costs as may be charged or incurred by Auctioneer.

11) Reimbursed Expenses.
c) If applicable and pre-approved by Seller, Seller agrees that Auctioneer may deduct the exact cost for any additional services that Auctioneer provides Seller from the proceeds of the auction sale.
(1) Advertising: $_____
(2) Decommissioning & Washing: $_____
(3) Repairs: $_____
(4) Other: $_____
d) If Seller requests for Auctioneer to arrange for the pickup and transportation of Auction Items by a third party service provider, Auctioneer will invoice Seller a transportation fee equal to the cost of pickup and transportation plus 10%.
e) If Auctioneer elects to conduct UCC lien searches on any Auction Items, Auction will be entitled to deduct the cost of such lien searches from the gross proceeds of the auction sale or, if no sale occurs, invoice Seller for such cost.

12) Payment.
a) Auctioneer will charge and collect from the purchaser the purchase price for the Auction Items sold at the auction sale, together with all applicable taxes. Auctioneer will collect payment in full from the purchaser prior to the removal of any Auction Items from the auction site. Seller shall be responsible for the payment of all income taxes resulting from or payable in connection with the sale of the Auction Items hereunder.
b) Within 14 business days following the auction sale, Auctioneer shall to remit to Seller the net proceeds from the Auction Items sold at auction, less Auctioneer's applicable commission as outlined in Section 9 above and any expenses as outlined in Section 11 above, together with a written report listing all Auction Items sold by Auctioneer and proof of payment for expenses. Payment shall be made by Auctioneer via electronic transfer or by a check made payable to

Seller. Any proceeds check will be made payable to Seller and mailed to the same name and address of Seller set forth on the first page of this Agreement unless otherwise directed in writing by Seller.

13) Absolute Unreserved Auction Sales.
   a) Seller understands that Auctioneer conducts absolute unreserved public auction sales where each Auction Item is sold to the highest bidder regardless of price.
   b) Furthermore, Seller understands/agrees that it is illegal for Seller or any agent thereof to bid on and/or buy-back any Auction Items owned by Seller.
   c) If Seller or any agent of Seller attempts to bid on and/or buy back any of the Auction Items, Auctioneer will, at Auctioneer's discretion, choose one of the following actions:
      (1) Pass the Auction Item currently being offered for sale along with all other Auction Items.
      (2) Sell the Auction Item to the last "Good Faith" bidder before Seller or its agent began bidding on such Auction Item.
   d) Seller shall reimburse Auctioneer for any lost revenue, including seller's commission, buyer's fee and/or any pre-approved reimbursed expenses in the event of a "Buy Back".

14) Advertised Auction Items. At Auctioneer's discretion, in the event that Seller removes any advertised Auction Item from the auction sale, Seller agrees to pay Auctioneer a handling fee of $500.00 for each such Auction Item that is removed from the sale.

15) Breach of Contract. In the event that Seller breaches any covenant or makes any misrepresentation in this Agreement, Seller agrees to indemnify, defend and hold Auctioneer harmless from any and all costs, expenses, damages and liabilities arising out of or relating to such breach or misrepresentation, including, without limitation, attorneys' fees and other costs incurred by Auctioneer in any action or proceeding arising out of or relating to such breach or misrepresentation. The obligations set forth in this Section 15 shall survive the termination or expiration of this Agreement.

16) Indemnification. Seller hereby agrees to indemnify, defend and hold Auctioneer and its parent, subsidiaries and affiliates and each of their respective directors, officers, employees and other representatives (collectively, "Indemnified Persons") harmless from any and all costs, expenses, damages and liabilities (including, without limitation, attorneys' fees) incurred or sustained by, or imposed upon any Indemnified Person arising out of or relating to: (a) Seller's ownership and maintenance (or lack thereof) of the Auction Items, (b) the condition of the Auction Items at time of auction, (c) the applicable purchaser's use of the Auction Items and/or any property damage or bodily injury arising therefrom, (d) any title defects or delays in delivering free and clear title to the Auction Items, (e) any breach of this Agreement by Seller, (f) any violations of applicable state and federal laws, including, without limitation, state and federal emissions laws and regulations, or (g) the enforcement of this indemnity by Auctioneer. The obligations set forth in this Section 16 shall survive the termination or expiration of this Agreement.

17) Entire Agreement; Headings.
   a) This Agreement contains the entire agreement between the parties and there are no other terms, obligations or representations, written or oral, other than those contained in this Agreement. This Agreement may be modified only by a further writing that is duly executed by both parties.
   b) Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

18) Digger Derricks and Aerial Devices.

a) Section 18(b) below shall apply to digger derricks and the following vehicle-mounted aerial devices (hereinafter referred to as an "aerial device") sold as Auction Items hereunder:
   (1) Extensible boom aerial devices;
   (2) Aerial ladders;
   (3) Articulating boom aerial devices;
   (4) Vertical towers; and
   (5) A vehicle or other combination of any of the above, which vehicle may be a truck, a trailer, or an all-terrain vehicle.

b) Seller acknowledges and agrees that it shall be the sole and exclusive responsibility of Seller to provide Auctioneer with, and Seller shall provide to Auctioneer, all of the operations, maintenance and manufacturer's manual(s) (collectively, "Manuals") for each digger derrick or aerial device to be auctioned by Auctioneer hereunder and that such responsibility shall continue in perpetuity notwithstanding Auctioneer's auction of the corresponding digger derrick or aerial device for Seller. In the event Seller does not provide all Manuals for each digger derrick or aerial device to Auctioneer, Auctioneer shall, in its own discretion, refuse to auction the associated digger derrick or aerial device until such time as the Manuals have been provided by Seller to Auctioneer. Auctioneer may notify Seller of the name and location of the successful purchaser of a digger derrick or aerial device within a reasonable time following completion of the sale. Seller hereby acknowledges its responsibilities in accordance with American National Standards Institute A92.2-2009 (including, without limitation, Section 8.7 thereof) and A10-31 in full, including, without limitation, section 8.7 thereof. Seller hereby acknowledges and agrees that failure by Seller to provide all Manuals for any digger derrick or aerial device sold at public auction hereunder shall be deemed a breach of Section 15 above for which Auctioneer shall be entitled to indemnification pursuant to Section 16 above.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

SELLER:

(Seller Name)

Sign: _____
Name: Daniel Dugger
Title: City Manager

ASSOCIATES:

J.J. Kane Associates, Inc. dba J.J. Kane Auctioneers

By: _____
Name: Gregg Martini
Title: Account Manager

EXCHANGE:

J.J. Kane Exchange, LLC

By: _____
Name: Gregg Martini
Title: Account Manager

Revised: 11/04/2020

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-209- Approve the full release of surety and authorize the return of the performance bond (No. PB12270900120) to the developer (Isram Riverwalk LLC) for the project known as Riverwalk Plaza (Project No.19-2505).

Requested Action: Staff recommends approval of Proposed Resolution No. R24-209.

Explanation of Request: Pursuant to City Code of Ordinances Article III, Sec. B., a 110% performance bond for the Land Development Permit was collected for Riverwalk Plaza, based on the cost estimate of the duly licensed professional in the State of Florida for the paving, grading, and drainage improvements. From time to time during progress of the work the developer may request a reduction in the dollar amount of the surety on the basis of work completed, but in every case the remaining funds shall be sufficient to cover one hundred ten percent (110%) of the cost to complete the obligation. In the case of surety for required improvements associated with subdivision development, five percent (5%) of the engineer's certified cost of required improvements shall be retained for one (1) year after acceptance of such improvements by the City Commission as a guarantee against defects in workmanship and material.

- Surety in the form of a performance bond (PB 12270900120) in the amount of $1,823,110.39 was posted in June 2019.
- The surety was reduced to $673,500 in January 2021.
- The work was substantially completed in July 2023 and the one (1) year warranty period has expired.

How will this affect city programs or services? None

Fiscal Impact: None

Attachments:
R24-209 Agenda_Item_2072-2023_Resolution_for_release_of_surety_and_performance_bond_return.docx
19-2505_PerformanceBond.pdf

RESOLUTION NO. R24-209

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE FULL RELEASE OF SURETY AND AUTHORIZING THE RETURN OF THE PERFORMANCE BOND NO. PB12270900120 TO ISRAM RIVERWALK, LLC FOR THE RIVERWALK PLAZA PROJECT NO.19-2505; AND FOR ALL OTHER PURPOSES.

WHEREAS, pursuant to City Code of Ordinances Article III. Sec. B. a 110% performance bond for the Land Development Permit was collected for Riverwalk Plaza Project No. 19-2505, based on the cost estimate of the duly licensed professional in the State of Florida for the paving, grading, and drainage improvements. From time to time, during the work progress, the developer may request a reduction in the dollar amount of the surety based on the work completed. Still, in every case, the remaining funds shall be sufficient to cover one hundred ten percent (110%) of the cost of completing the obligation. In the case of surety for required improvements associated with subdivision development, five percent (5%) of the engineer's certified cost of required improvements shall be retained for one (1) year after acceptance of such improvements by the City Commission as a guarantee against defects in workmanship and material; and

WHEREAS, the Surety in the form of a Performance Bond, No. 12270900120, in the amount of $1,823,110.39 was posted in June 2019; and

WHEREAS, the surety was reduced to $673,500 in January 2021; and

WHEREAS, the work was substantially completed in July 2023, and the one (1) year warranty period has expired; 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 full release of surety and authorize the return of the Performance Bond No. PB12270900120 to Isram Riverwalk, LLC for the Riverwalk Plaza Project No.19-2505.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, hereby approves a full release of surety and authorizes the return of the Performance Bond No. PB12270900120 to Isram Riverwalk, LLC for the Riverwalk Plaza Project No.19-2505.

SECTION 3. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

Bond No. PB12270900120

Permit 19-2505

CFN 20190203169
OR BK 30658 PG 1835
RECORDED 06/05/2019 09:30:34
Palm Beach County, Florida
Sharon R. Bock,CLERK & COMPTROLLER
Pgs 1835 - 1839; (5pgs)

EXHIBIT "N-3"
(LDR, Chap. 2, Art. III, Sec. 6.C.)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That [I] [we], Isram Riverwalk LLC, hereinafter call PRINCIPAL, and Philadelphia Indemnity Insurance Company, a surety company authorized to do business in the State of Florida, hereinafter referred to as SURETY, are held and firmly bound unto the City of Boynton Beach, a political subdivision of the State of Florida, hereinafter called CITY, the full and just sum of One Million Eight Hundred Twenty-Three * U. S. Dollars ($ **), lawful money of the United States of America, to be paid to the City of Boynton Beach, to which payment will and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

* Thousand One Hundred Ten & 39/100
** $1,823,110.39

[WHEREAS, the above bound PRINCIPAL has received approval from the CITY for the recording of a certain subdivision plat known as Riverwalk Plaza, and such recording is prior to completion of construction of the Required Improvements as prescribed by the Subdivision, Platting and Required Improvements Regulations, Chapter 2, Article III, Section 2 C.2.c, and Chapter 4, Article VIII, Section 2 and 3 respectively of the Land Development Regulations of the City of Boynton Beach, hereinafter the REGULATIONS, pertaining to said subdivision;] or

[WHEREAS, the above bound PRINCIPAL has received approval from the CITY for the construction of a certain project known as Riverwalk Plaza, and such project shall construct and install the required public improvements to support the Project pursuant to the terms of the Permit,] and

WHEREAS, PRINCIPAL has been issued that certain [Land Development Permit Permit] [Land Development Permit] Number _____, hereinafter the PERMIT, for construction of said Required Improvements, a copy of which is attached hereto and by reference made a part hereof; and

WHEREAS, it was one of the conditions of said REGULATIONS and PERMIT that this bond be executed.

NOW, THEREFORE, the conditions of this obligation are such that if the above bound PRINCIPAL shall in all respects comply or cause others to comply with the terms and conditions of said PERMIT, within the time specified, and shall in every respect fulfill [its][his][her][their] obligation thereunder and under the plans therein referred to, then this obligation to be void; otherwise, it shall remain in full force and effect.

EL 6/5/19

The PRINCIPAL and CITY agree that the City Engineer may, in writing, reduce the initial amount stated above in accordance with the requirements of said REGULATIONS.

The SURETY UNCONDITIONALLY COVENANTS AND AGREES that if the PRINCIPAL fails to perform all or any part of the construction work required by said PERMIT and REGULATIONS within the time specified, the SURETY, upon thirty (30) days written notice from the CITY or its authorized agent or officer, of the default, to the PRINCIPAL or its authorized agent or officer, will forthwith perform and complete the aforesaid construction work and pay the cost thereof, including, but not limited to, engineering, legal, and contingent costs, together with any damages either direct or consequential. Should the SURETY fail or refuse to perform and complete the said improvements, CITY, in view of the public interest, health, safety and welfare factors involved and the inducement in approving and filing the said plat, shall have the right to resort to any and all legal remedies against the PRINCIPAL and/or SURETY, or both at law and in equity including specifically the specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL AND SURETY FURTHER JOINTLY AND SEVERALLY AGREE that the CITY, at its option, shall have the right to construct or, pursuant to public advertisement and receipt of bids, cause to be constructed the aforesaid improvements in case the PRINCIPAL should fail or refuse to do so in accordance with the terms of said PERMIT. In the event CITY should exercise and give effect to such right, the PRINCIPAL and SURETY shall be jointly and severally liable hereunder to reimburse the CITY the total cost thereof, including but not limited to, engineering, legal, and contingent costs, together with any damages, either direct or consequential, which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all the obligations for construction of Required Improvements pursuant to the REGULATIONS and PERMIT.

IN WITNESS WHEREOF, the PRINCIPAL has executed these presents this 8th day of May, 2019.

(CORPORATE SEAL)

Isram Riverwalk LLC

[a Florida corporation][a (state) corporation, licensed to do business in Florida]

BY: _____

S. Arkan, MANAGER

ATTEST:

_____

_____

(Impressionable corporate seal)

CK 6/5/19

ADDRESS: _____

_____

STATE OF FLORIDA)
COUNTY OF BROWARD)

BEFORE ME personally appeared Shad Rikman who is personally known to me, or has produced _____ as identification, and who executed the foregoing instrument as [Vice] President of 15/9th RiverWalk, LLC, a corporation, and severally acknowledged to and before me that [he][she] executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 10 day of May, 2019.

My commission expires: _____
Notary Public

(Seal)

ANDREW PEARLMAN
MY COMMISSION # GG 099623
EXPIRES: August 28, 2021
Bonded Thru Notary Public Underwriters

-OR-

(INDIVIDUAL PRINCIPAL)

WITNESS: _____ BY: _____

_____ ADDRESS: _____

_____

(SURETY SIGNATURE BLOCK)

Philadelphia Indemnity Insurance Company, SURETY

WITNESS: _____ BY: _____

Stephanie Wall, Witness

(typed name) its attorney-in-fact
(power of attorney must be attached)
Brett Rosenhaus, Attorney-in-Fact

OK 6/5/19

ADDRESS: One Bala Plaza East, Suite 100

Bala Cynwyd, PA 19004

STATE OF Florida)
COUNTY OF Palm Beach)

BEFORE ME personally appeared Brett Rosenhaus who (is) [are] personally known to me or [has][have] produced Personally Known [and _____, respectively] as identification, and who executed the foregoing instrument, and acknowledged before me that (he)[she][they] executed said instrument for the purpose expressed therein.

WITNESS my hand and official seal this 8th day of May, 2019.

My commission expires:

Margarita Lazarides
Notary Public

(Seal)

NOTARY PUBLIC STATE OF FLORIDA
MARGARITA LAZARIDES
COMMISSION # GG119825
EXPIRES July 01, 2021
BONDED THROUGH
RLI INSURANCE COMPANY

234

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Brett Rosenhaus, Richard Zimmerman and Dale Allison Belis of Nielson,Rosenhaus & Associates**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of May, 20 19.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

thru 6/5/19

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-210- Approving a template Facility Use Agreement for entities desiring to use City spaces for meetings, programs, and/or events.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-210.

Explanation of Request: The City is asking to use the form for all requests moving forward on an as-needed basis for entities requesting to use City facilities for meetings, programs and/or events.

How will this affect city programs or services? City programs and services will be enhanced by allowing entities an opportunity to use facility spaces, when available, to provide community-based educational programs and events.

Fiscal Impact:

Various entities will provide payments for use of facility accordingly, while other non-profit entities may use the facility at no cost.

Attachments:
R24-210_Agenda_Item_1995-2023_Resolution_for_Art___Cultural_Center_Facility_Use_agmts.docx
Exhibit A to Resolution - Arts and Culture Facility Use Template (8.26.24).docx
Exhibit B to Resolution - Facility Use Agmt for Rec and Park.doc

RESOLUTION NO. R24-210

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING TEMPLATE FACILITY USE AGREEMENT FORMS BETWEEN THE CITY OF BOYNTON BEACH AND ENTITIES DESIRING TO USE CITY SPACES IN THE ARTS & CULTURAL CENTER, THE CAROLYN SIMS COMMUNITY CENTER, THE EZELL HESTER COMMUNITY CENTER, BOYNTON BEACH TENNIS AND PICKLEBALL CENTER, BOYNTON BEACH SENIOR CENTER, THE JOHN H. DENSON POOL, AND OTHER CITY OWNED FACILITIES FOR MEETINGS, PROGRAMS AND/OR EVENTS ON AN AS-NEEDED BASIS; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City desires to provide entities (including not-for-profits) with an opportunity to use facility spaces for meetings, conduct programs and/or events; 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 Facility Use Agreement forms between the City of Boynton Beach and entities desiring to use City spaces in the Arts & Cultural Center, the Carolyn Sims Community Center, the Ezell Hester Community Center, Boynton Beach Tennis and Pickleball Center, Boynton Beach Senior Center, the John H. Denson Pool, and other City Owned Facilities for meetings, programs and/or events on an as-needed basis.

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 Facility Use Agreement forms between the City of Boynton Beach and entities desiring to use City spaces in the Arts & Cultural Center, the Carolyn Sims Community Center, the Ezell Hester Community Center, Boynton Beach Tennis and Pickleball Center, Boynton Beach Senior Center, the John H. Denson Pool and other City Owned Facilities for meetings, programs and/or events on an as-needed basis, in form and substance similar to that attached as “Exhibit A“ and “Exhibit B.”

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby

authorizes the Mayor to execute the Agreements and such other related documents as may be necessary to accomplish the purpose of this Resolution, or, in the Mayor's absence, the Vice Mayor, or in the Vice Mayor's absence, a Commissioner in the order of their districts.

SECTION 4. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

CITY OF BOYNTON BEACH
ARTS & CULTURE DEPARTMENT

FACILITY USE AGREEMENT BETWEEN _(*Entity Name Here*)
AND THE CITY OF BOYNTON BEACH

This Agreement made and entered into this _____ day of _____, 202_____ by and between _____, a _____, with a business address of _____ (hereinafter referred to as Organization) and CITY OF BOYNTON BEACH, a Florida municipal corporation, organized and existing under the laws of the State of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, FL 33435, (hereinafter referred to as City). The City and Organization may be referred to collectively as the Parties or individually as a Party.

WITNESSETH:

WHEREAS, the City owns and operates the Boynton Beach Arts and Cultural Center located at 125 E. Ocean Avenue, Boynton Beach, Florida 33435 (the City Facility") and

WHEREAS, the Organization desires to utilize the City Facility for _____ (the "Programing"); and

WHEREAS, the City desires to work with the Organization in the interest of establishing rich cultural experiences, such as concerts and programming for the entire Boynton Beach Community;

WHEREAS, the City agrees to make City facilities located at the Boynton Beach Arts & Cultural Center available for use by the Organization to conduct their program activities in accordance with the terms and conditions set forth herein; and

WHEREAS, the Organization agrees to host the City programming herein required for the benefit of the City and its Community.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable considerations, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

2. Purpose. The City's desire to support the Organization is consistent with the vision and mission of the City's Strategic Plan as approved by the City Commission, to wit:

   2.1 Vision. Our vision is to be a welcoming and progressive coastal community that celebrates culture, innovation, and business development.

   2.2 Mission. The City is a vibrant and sustainable community that provides exceptional services.

3. Facility Usage Dates and Times. The City agrees to provide space at the City Facility to the Organization on an as-available basis for the Programming at the dates and time outlined in "Exhibit A." Notwithstanding the foregoing; the City reserves the right to change the dates or locations of the Programming, as may be necessary to accommodate any City-sponsored events or activities. The

Organization shall adhere to the City's Holiday Calendar, which involves the closure of City Facilities, and shall not schedule any Programming during these dates.

4. Right to Cancel Reservation(s). The City shall make best efforts to secure the City Facility for use by the Organization at the dates and times described in Exhibit A; however, the City reserves the right to cancel any reservation by providing written notice of cancellation to the Organization a minimum of fourteen (14) calendar days prior to the scheduled event, or upon an emergency where City locations must be closed or otherwise unavailable.

5. Organization Obligations. The Organization acknowledges and agrees to be responsible for its activities and all Programming, which may include program registration, operation, communication to participants, program administration, and the printing of materials, etc.

5.1 Notwithstanding the foregoing, Programming that will take place at a City facility or location other than the Arts & Cultural Center shall be subject to the approval of the Arts & Culture Division Director or designee, and such programming shall be provided in accordance with the rules and policies of the designated City facility or location, such rules and policies shall be considered as part of this Agreement and incorporated herein by this reference. The City agrees to make the Organization aware of any such rules and policies as may be applicable.

5.2. Programming, excludes any activities scheduled or occurring prior to the execution of this Agreement.

5.3 All Programming pursuant to this Agreement shall be at the City's discretion and mutually agreed upon by the Parties as set forth in "Exhibit B", attached hereto. The Organization shall use the City Facility only to provide the Programming described in "Exhibit B."

5.4 Compensation. The Organization agrees to pay the City for the use of the City Facility in accordance with the terms and conditions contained herein, an amount equal _____throughout the Term of this Agreement.

5.5 The Organization shall comply with all applicable State, County, and/or City Emergency Executive Orders and Policies for the duration of the Agreement, including implementing the Centers for Disease Control and Prevention Guidelines. The Organization shall provide the City with a copy of its safety plan and COVID-19 Policy upon request.

5.6 The Organization shall provide adult instructors, volunteers, and program staff necessary to deliver the Programming.

5.7 Annually, the Organization shall provide the City with proof of its not-for-profit status, if applicable.

5.8 The Organization shall provide a list of program representative names, positions, and contact information in the format attached hereto as "Exhibit C" and shall update the City with any changes as they occur.

5.9 The Organization shall not discriminate against any person or participant 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 when using the City Facility.

5.10 The Organization shall provide level II background screenings for all program representatives, including employees and volunteers, before allowing them to work onsite to conduct the Programming as further described in "Exhibit D."

5.11 The Organization shall schedule an annual meeting with the Facility Supervisor to discuss the program's outcomes and shall timely communicate any changes to the agreed-upon meeting day and time with the Facility Supervisor.

5.12 The Organization shall obtain any and all facility use or special events permits required for the Programming and pay all associated fees.

5.13 The Organization will be responsible for replacing City equipment damaged by the Organization or any program participants, and will be responsible for the cost to repair or replace the damaged property, and maintain the cleanliness of the City Facility.

5.14 The Organization shall provide all equipment and supplies needed to operate the Programming at the City Facility.

5.15 The Organization shall remove all program equipment and materials from the City Facility at the end of designated sessions as scheduled. The City will not provide storage for any equipment and will not be held responsible for any of the Organization's equipment. Notwithstanding the foregoing, the City may permit the Organization to store certain equipment in the City Facility; however, such storage shall be at the discretion of the City and must be approved in writing prior to storing the equipment on site. The City shall not be held responsible in any way for damage, loss, destruction, and/or theft of the Organization's equipment stored at the City Facility. The Organization shall indemnify and hold the City, its agents, employees, and public officials harmless from any claims arising from the storage of the Organization's equipment at the City Facility.

5.16 The Organization acknowledges and agrees that it will not alter or remove any property belonging to the City without the prior written permission of the designated City official.

6. City Obligations.

6.1 The City will assist with the marketing and promotion of the Programming as more particularly described in "Exhibit E."

6.2 The City agrees to make the City Facility available to the Organization at the dates and times described in "Exhibit A."

6.3 The City has the authority to make changes to the use of approved space.

6.4 The City will determine the specific space to be utilized at the City Facility.

6.5 The City shall not relinquish the right to control the management of the City Facility during the term of the Agreement and will enforce all necessary rules, policies, and procedures established by the City of Boynton Beach.

6.6 City staff may, at their discretion, observe and monitor the actions of the Organization during scheduled Programming.

6.7 The City will not be held liable for royalties, fees, taxes, or other costs incurred by the Organization arising from the Programming.

6.8 The City has the authority to evacuate the City Facility during Programming when deemed necessary for the safety of the public, patrons, and guests.

6.10 The City reserves the right, through its representatives, agents, and police, to eject any objectionable person/persons from the City Facility, and upon the exercise of this authority, the Organization hereby waives any right and all claims for damages against the City.

7. Term and Termination.

7.1 Term. The term of the Agreement shall begin _____ _____, 202____ and expire on_____ _____, 202___. The Parties hereto may renew the Agreement in a subsequent amendment signed by the Parties hereto.

7.2 Termination for Convenience. Either Party may terminate this Agreement for convenience by providing the non-terminating Party thirty (30) calendar days written notice of termination. In the event of termination for convenience, the Organization shall receive a refund of compensation based on a pro-rata basis corresponding with the Programming that will no longer occur; such refund shall be at the sole discretion of the City.

7.3 Termination for Cause. The City may terminate this Agreement for cause effective immediately upon occurrence of one of the following:

7.3.1 The Organization's discourteous actions/behavior towards patrons, participants, parents, and/or staff.

7.3.2 The Organization's failure to cooperate with City staff.

7.3.3 Actions that bring negative publicity to the City of Boynton Beach.

7.3.4 Illegal Activities of the Organization.

7.3.5 Consumption or possession of tobacco, alcoholic beverages, or illegal substances at the City Facility or on any City of Boynton Beach property.

7.3.6 Failure to comply with the public records requirements set forth in Section 119.0701, Florida Statutes

7.3.7 Assignment of Agreement without prior written consent from the City.

7.3.8 Failure to provide the City with a current copy of insurance that covers the Organization's Programming.

7.3.9 Failure to comply with any of the terms or conditions set forth herein.

8. Safety. The Organization shall adhere to all health and safety wellness guidelines established by the City or any state, federal, or local agency during the Programming.

9. Independent Contractor. The Organization is an independent contractor of City, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In utilizing the City Facility, neither Organization nor its agents shall act as officers, employees, or agents of City. Organization shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

10. Indemnification. The Organization shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate contractors, 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) Organization's performance or breach of this Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Organization, its agents, employees, subcontractors, participants, and volunteers, and (C) Organization's failure to take out and maintain the insurance required by this Agreement. The Organization 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 expiration or termination of this Agreement.

11. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City, nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

12. Amendment. This Agreement may be supplemented or amended only by a written amendment executed by the Parties hereto.

13. Insurance. The Organization shall provide proof of Liability Insurance for $1,000.000, listing the City

of Boynton Beach as an Additional Insured and the Certificate Holder. The Organization shall provide the City's Risk Manager with the Certificates of Insurance required under this section before beginning performance under this Agreement. The Organization will retain all necessary insurance in force throughout the term of this Agreement.

14. Public Records. The City is a public agency subject to Chapter 119, Florida Statutes. If applicable, the Organization shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by Organization in connection with this Agreement. If the Organization has questions regarding the application of Chapter 119, Florida statutes, to the Organization'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.

15. Notice. Whenever any Party desires to give notice unto any other Party, it must be provided by written notice, sent by certified mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice:

City:
Dan Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave,
Boynton Beach, Florida 33435
Telephone No. (561) 742-6000

Copy To:
City Attorney
City of Boynton Beach
100 East Ocean Ave,
Boynton Beach, Florida 33435
Telephone No. (561) 742 - 6050

Organization:
_____
_____
_____
_____
_____

16. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION

RELATED TO THIS AGREEMENT.

17. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to prevent and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

18. Regulatory Capacity. Notwithstanding the fact that the City is a municipal corporation with certain regulatory authority, the City's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If the City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to the City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to the City as a Party to this Agreement.

19. Binding Authority. Each person signing this Agreement on behalf of either Party individually warrants that they have the full legal power to execute the Agreement on behalf of the Party for whom they are signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

20. Attorney's Fees. In the event that either Party brings suit to enforce the Agreement, each Party shall bear its own attorney's fees and court costs.

21. Counterparts and Execution. The Agreement may be executed by electronic signature or by hand, 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 the 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.

22. Compliance with Laws. The Organization hereby warrants and agrees that at all times material to the Agreement, the Organization shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and Section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

23. Severability. If any provision of this Agreement or its application to any person or situation shall be held invalid or unenforceable to any extent, 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.

24. Third-Party Beneficiaries. Neither Organization 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.

25. Entities of Foreign Concern. This section shall apply if the Organization or any subcontractor will have access to an individual's personal identifying information under this Agreement. Accordingly, Organization represents and certifies: (i) Organization 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 Organization; and (iii) Organization 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 or the date that Organization or its subcontractor will have access to personal identifying information under this Agreement, Organization 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. 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 the Agreement, the Organization shall provide the City with an affidavit attesting that the Contractor does not use coercion for labor or services, in accordance with Section 787.06(13), Florida Statutes.

27. Verification of Employment Eligibility. The Organization represents that Organization and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If the Organization violates this section, the City may immediately terminate this Agreement for cause, and the Organization shall be liable for all costs incurred by the City due to the termination.

28. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. The Organization 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. The Organization represents and certifies that it is not, and for the duration of the term, will not be, ineligible to contract with the City on any of the grounds stated in Section 287.135, Florida Statutes. The Organization represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

29. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above:

ATTEST:

_____
Maylee DeJesus,
CITY CLERK

CITY OF BOYNTON BEACH

BY: _____
Ty Penserga, Mayor

DATE: _____

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Organization:
_____

BY_____

TITLE: _____

CITY OF BOYNTON BEACH
ARTS & CULTURE DEPARTMENT

EXHIBIT A

FACILITY USE DATES, TIMES, AND AUTHORIZED SPACE

CITY OF BOYNTON BEACH
ARTS & CULTURE DEPARTMENT

EXHIBIT B

PROGRAMMING DESCRIPTION

CITY OF BOYNTON BEACH
ARTS & CULTURE DEPARTMENT

EXHIBIT C

LIST OF ORGANIZATION REPRESENTATIVES AND TITLES

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

CITY OF BOYNTON BEACH
ARTS & CULTURE DEPARTMENT

EXHIBIT D

BACKGROUND SCREENING ACKNOWLEDGEMENT

Organization through the undersigned named below, hereby attests that Organization understands and agrees to comply with the Level II background screening requirements more particularly described in Section 435.04, Florida Statues. Organization acknowledges and agrees no person other than those who have successfully passed all aspects of the Florida Department of Law Enforcement Level II background screening process within the previous five (5) years shall be permitted to act on behalf of or in any official capacity for Organization for the use of the City Facility during the term of Agreement. Organization acknowledges and agrees that it is responsible for ensuring that all instructors, teachers, staff, volunteers, and agents of Organization successfully complete and pass the Level II background screening before all authorized activities. City shall not be responsible for the cost associated with the Level II background screening required herein. Organization agrees to indemnify City against any claims, causes of action, or damages arising from or related to Organization's failure to ensure all individuals acting on behalf of or in any official capacity Organization have completed and passed the required Level II background screening as required herein.

ORGANIZATION:

Signature _____ Date _____
Name (Print) _____
Phone Number _____
Email _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or___ online notarization this day of _____, 202__ by _____ as _____ of _____.

(NOTARY SEAL)

_____
(SIGNATURE OF Notary Public-State of Florida)
(Name of Notary Typed, Printed, or Stamped)

Personally known _____ OR Produced Identification _____
Type of Identification Produces

CITY OF BOYNTON BEACH
ARTS & CULTURE DEPARTMENT

EXHIBIT E

MARKETING AND PROMOTION OF THE PROGRAMMING

CITY OF BOYNTON BEACH
RECREATION & PARKS DEPARTMENT

FACILITY USE AGREEMENT
WITH
_____

This Agreement made and entered into this _____ day of _____, 202_____ by and between _____, a _____, with a business address of _____ (hereinafter referred to as Organization) and CITY OF BOYNTON BEACH, a Florida municipal corporation, organized and existing under the laws of the State of Florida, with a business address of 100 East Ocean Avenue, Boynton Beach, FL 33435, (hereinafter referred to as City). The City and Organization may be referred to collectively as the Parties or individually as a Party.

WITNESSETH

WHEREAS, the City owns and operates the Carolyn Sims Community Center located at 225 NW 12th Avenue, Boynton Beach, FL 33435 (the "City Facility"); and

WHEREAS, Organization desires to utilize the City Facility for _____ (the "Programing"); and

WHEREAS, the City agrees to make the City Facility available to the Organization for use in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable considerations, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated into this agreement.

2. Facility Usage Dates and Times. The City agrees to provide space at the City Facility to the Organization on an as-available basis for the Programming at the dates and time outlined in Exhibit A. Notwithstanding the foregoing; the City reserves the right to change the location of Programming, as may be necessary to accommodate any City-sponsored events or activities. Organization shall adhere to the City's Holiday Calendar, which involves the closure of City Facilities, and shall not schedule any Programming during these dates.

3. Right to Cancel Reservation. The City shall make its best efforts to secure the City Facility for use by Organization at the dates and times described in Exhibit A; however, the City reserves the right to cancel any reservation ten (10) days before the scheduled use or upon an emergency where City locations must be closed or otherwise unavailable.

4. Organization Obligations.
- Organization shall use the City Facility only to provide the Programming described in Exhibit B.

- Organization shall provide adult instructors, volunteers, and program staff necessary to deliver the Programming.
- Annually, the Organization shall provide the City with proof of its not-for-profit status.
- Organization shall provide a list of program representative names, positions, and contact information in the format attached hereto as Exhibit C and shall update the City with any changes as they occur.
- Organization shall not discriminate against any person or participant 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 when using the City Facility.
- Organization shall provide level II background screenings for all program representatives, including employees and volunteers, before allowing them to work onsite to conduct the Programming as further described in Exhibit D.
- Organization shall schedule an annual meeting with the Facility Supervisor to discuss the program's outcomes, and shall timely communicate any changes to the agreed-upon meeting day and time with the Facility Supervisor.
- Organization shall provide all equipment and supplies needed to operate the Programming at the City Facility.
- Organization shall obtain any and all facility use or special events permits required for the Programming and pay all associated fees.
- Organization is responsible for replacing City equipment damaged by the Organization or any program participants, and will be responsible for the cost to repair or replace of each item.
- Organization shall comply with all applicable State, County, and/or City Emergency Executive Orders and Policies for the duration of the Agreement, including implementing the Centers for Disease Control and Prevention Guidelines. The Organization shall provide the City with a copy of its safety plan and COVID-19 Policy upon request.
- Organization shall remove all program equipment and materials from the City Facility at the end of each day of use unless authorized by the Facility Supervisor.

5. City Rights and Obligations.
    - City agrees to make the City Facility available to Organization at the dates and times described in Exhibit A.
    - The City has the authority to make changes to the use of approved space.
    - The City will determine the specific space to be utilized at the City Facility.
    - The City shall not relinquish the right to control the management of the City Facility during the term of the Agreement and will enforce all necessary rules, policies, and procedures established by the City of Boynton Beach.
    - City staff may, at their discretion, observe and monitor the actions of the Organization during scheduled Programming.
    - City has the authority to evacuate the City Facility during Programming when deemed necessary for the safety of the public, patrons, and guests.
    - The City reserves the right, through its representatives, agents, and police, to eject any objectionable person/persons from the City Facility, and upon the exercise of this authority, the Organization hereby waives any right and all claims for damages against the City.

6. Agreement Term. This Agreement shall be in effect for one year, commencing October 1, 2024, through September 30, 2025. The Parties may renew this Agreement on an annual basis upon the execution of a written amendment duly executed by the Parties.

7. Safety. Organization shall adhere to all health and safety wellness guidelines established by the City or any state, federal, or local agency during the Programming.

8. Independent Contractor. Organization is an independent contractor of City, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In utilizing the City Facility, neither Organization nor its agents shall act as officers, employees, or agents of City. Organization shall not have the right to bind City to any obligation not expressly undertaken by City under this Agreement.

9. Agreement Termination.

9.1 Termination for Convenience. Either Party may terminate this Agreement for convenience by providing the non-terminating Party thirty (30) calendar days written notice of termination.

9.2 Termination for Cause. The City may terminate this Agreement for cause effective immediately upon the occurrence of one of the following:

- Organization's discourteous actions/behavior towards patrons, participants, parents, or staff.
- Organization's failure to cooperate with Recreation and Parks Department staff.
- Actions that bring negative publicity to the City of Boynton Beach.
- Illegal activities of the Organization.
- Failure to comply with the public records requirements set forth in section 119.0701, Florida Statutes
- Consumption or possession of tobacco or illegal substances on City Facility property.
- Assignment of this Agreement without prior written consent of the City.
- Failure to provide the City with a current copy of insurance that covers the Organization's Programming.

10. Indemnification. Organization shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate contractors, 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) Organization's performance or breach of this Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Organization, its agents, employees, subcontractors, participants, and volunteers, and (C) Organization's failure to take out and maintain the insurance required by this Agreement. Organization 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 expiration or termination of this Agreement.

11. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by City, nor shall anything included herein be construed as consent by City to be sued by third parties in any matter arising out of this Agreement.

12. Insurance. Organization shall provide proof of Liability Insurance for 1,000.000, listing the City of Boynton Beach as an Additional Insured and the Certificate Holder. Organization shall provide the City's Risk Manager with the Certificates of Insurance required under this section before beginning performance under this Agreement. Organization will retain all necessary insurance in force throughout the term of this Agreement.

13. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

14. Force Majeure. If the performance of this Agreement, or any obligation hereunder, is prevented by reason of hurricane, earthquake, or other casualty caused by nature, epidemic, pandemic, or other public health emergency, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency (collectively, "Force Majeure Event"), the Party so affected, upon giving prompt notice to the other Party, shall be excused from such performance to the extent of such prevention, provided that the affected Party shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to prevent and remove such cause, and shall promptly notify the other Party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such inability to perform due to the Force Majeure Event exceeds sixty (60) consecutive days, the Party that was not prevented from performance by the Force Majeure Event has the right to terminate this Agreement upon written notice to the other Party. This section shall not supersede or preclude the exercise of any right either Party may otherwise have to terminate this Agreement.

15. Regulatory Capacity. Notwithstanding the fact that City is a municipal corporation with certain regulatory authority, City's performance under this Agreement is as a Party to this Agreement and not in its regulatory capacity. If the City exercises its regulatory authority, the exercise of such authority and the enforcement of applicable law shall have occurred pursuant to the City's regulatory authority as a governmental body separate and apart from this Agreement and shall not be attributable in any manner to the City as a Party to this Agreement.

16. Binding Authority. Each person signing this Agreement on behalf of either Party individually warrants that they have the full legal power to execute the Agreement on behalf of the Party for whom they are signing and to bind and obligate such Party with respect to all provisions contained in this Agreement.

17. Attorney's Fees. If either Party sues to enforce this Agreement, each Party shall bear its own attorney's fees and court costs.

18. Counterparts and Execution. This Agreement may be executed by electronic signature or by hand, 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 the Agreement by the Parties shall be legally binding, valid, and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

19. Compliance with Laws. Organization hereby warrants and agrees that at all times material to the Agreement, Organization shall perform its obligations in compliance with all applicable federal, state, and local laws, rules, and regulations, including the Americans with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and Section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

20. Severability. If any provision of this Agreement or its application to any person or situation shall be held invalid or unenforceable to any extent, 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.

21. Public Records. The City is a public agency subject to Chapter 119, Florida Statutes. If applicable, the Organization shall comply with the requirements of Chapter 119, Florida Statutes, with respect to any documents, papers, and records made or received by Organization in connection with this Agreement. If the Organization has questions regarding the application of Chapter 119, Florida statutes, to the Organization'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.

22. Notice. Whenever any Party desires to give notice unto any other Party, it must be provided by written notice, sent by certified mail, with return receipt requested, addressed to the Party for whom it is intended and the remaining Party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the Parties designate the following as the respective places for giving notice:

City:
Daniel Dugger, City Manager
City of Boynton Beach
100 East Ocean Ave,
Boynton Beach, Florida 33435
Telephone No. (561) 742-6000

Copy To:
Shawna Lamb, City Attorney
City of Boynton Beach
100 East Ocean Ave,
Boynton Beach, Florida 33435
Telephone No. (561) 742-6053

Organization:
_____
_____

_____
Phone Number: (561) _____

23. Third-Party Beneficiaries. Neither Organization 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.

24. Entities of Foreign Concern. This section shall apply if Organization or any subcontractor will have access to an individual's personal identifying information under this Agreement. Accordingly, Organization represents and certifies: (i) Organization 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 Organization; and (iii) Organization 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 or the date that Organization or its subcontractor will have access to personal identifying information under this Agreement, Organization 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. 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.

25. Anti-Human Trafficking. On or before the Effective Date of the Agreement, Organization 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.

26. Verification of Employment Eligibility. Organization represents that Organization and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Organization violates this section, City may immediately terminate this Agreement for cause, and Organization shall be liable for all costs incurred by City due to the termination.

27. Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Organization 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. Organization 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. Organization represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.

28. Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Agreement are contained herein.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seal the day and year first written above:

ATTEST:

_____
Maylee DeJesus, City Clerk

CITY:
City of Boynton Beach, Florida

_____
By: Ty Penserga, Mayor

APPROVED AS TO FORM:

_____
Shawna Lamb, City Attorney

ORGANIZATION:

By: _____
Title: _____
Date: _____

EXHIBIT A

FACILITY USE DATES, TIMES, AND AUTHORIZED SPACE

EXHIBIT B

PROGRAMMING DESCRIPTION

EXHIBIT C

LIST OF ORGANIZATION REPRESENTATIVES AND TITLES

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

EXHIBIT D

BACKGROUND SCREENING ACKNOWLEDGEMENT

Organization through the undersigned named below, hereby attests that Organization understands and agrees to comply with the Level II background screening requirements more particularly described in Section 435.04, Florida Statues. Organization acknowledges and agrees no person other than those who have successfully passed all aspects of the Florida Department of Law Enforcement Level II background screening process within the previous five (5) years shall be permitted to act on behalf of or in any official capacity for Organization for the use of the City Facility during the term of Agreement. Organization acknowledges and agrees that it is responsible for ensuring that all instructors, teachers, staff, volunteers, and agents of Organization successfully complete and pass the Level II background screening before all authorized activities. City shall not be responsible for the cost associated with the Level II background screening required herein. Organization agrees to indemnify City against any claims, causes of action, or damages arising from or related to Organization's failure to ensure all individuals acting on behalf of or in any official capacity Organization have completed and passed the required Level II background screening as required herein.

ORGANIZATION:

Signature _____ Date _____
Name (Print) _____
Phone Number _____
Email _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or___ online notarization this day of _____, 202__ by _____ as _____ of _____.

(NOTARY SEAL)

_____
(SIGNATURE OF Notary Public-State of Florida)
(Name of Notary Typed, Printed, or Stamped)

Personally known _____ OR Produced Identification _____
Type of Identification Produces

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-211- Approve the renewal of insurance policies for flood insurance coverage with Wright Flood for the policies with effective dates of September 24, 2024, and September 27, 2024.

Requested Action:

Staff recommends approval of Proposed Resolution No. R24-211.

Explanation of Request: This will renew insurance coverage with Wright Flood for three locations. City staff recommends a renewal policy that increases the City's Building and Content limits to allow for room for minor changes and upgrades during the policy year.

How will this affect city programs or services? Wright Flood is the current insurance carrier the City elected for Flood coverage. Approval of this item will allow the City to continue coverage for another policy year.

Fiscal Impact: Total cost: $6,828

Attachments:
R24-211 Agenda_Item_2089-2023_Resolution_for_Wright_Flood_Insurance.docx
2024-08-08 - Boynton Beach - Flood - Fall Renewal Evaluation.pdf

RESOLUTION NO. R24-211

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE RENEWAL OF INSURANCE POLICIES FOR FLOOD INSURANCE COVERAGE WITH WRIGHT FLOOD FOR THE POLICIES WITH EFFECTIVE DATES OF SEPTEMBER 24, 2024, AND SEPTEMBER 27, 2024.; AND FOR ALL OTHER PURPOSES.

WHEREAS, Wright Flood is the City's insurance provider for Flood insurance; and

WHEREAS, City staff recommends renewal of the policy with increases to the City's Building and Content limits to allow for room for minor changes and upgrades during the policy year; and

WHEREAS, the Risk Division requests to renew the insurance coverage with Wright Flood for three locations; 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 renewal of Flood insurance coverage with Wright Flood for policies effective September 24, 2024, and September 27, 2024.

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 renewal of insurance policies for Flood insurance coverage with Wright Flood for the policies with effective dates of September 24, 2024, and September 27, 2024, as further described in “Exhibit A.“

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Flood Policies
Fall Policies - Renewal Evaluation Summary
FY 2025
PY 2024-2025

					Current				Option B			
Building Name	**Address**	**Eff Date**	**Policy #**	**Insurance Carrier**	**Deductible**	**Building Limit**	**Content Limit**	**Current Premium**	**Deductible**	**Building Limit**	**Content Limit**	**Renewal Premium**
Boat Ramp Park - Clubhouse	2010 N Federal Hwy	9/24/2024	09 1151129066	Wright	$1,250	$280,000	$17,000	$2,695	$1,250	$308,000	$18,000	$2,852
Boat Ramp Park Restroom Building	2010 N Federal Hwy	9/27/2024	09 1151129067	Wright	$1,250	$229,000	$0	$2,966	$1,250	$252,000	$0	$3,019
Congress Ave Racquet Club	3111 S Congress Ave	9/27/2024	09 1151129068	Wright	$1,250	$424,000	$45,000	$928	$1,250	$467,000	$48,000	$957
Total Annual Premium								**$6,589**				**$6,828**
$ Increase / Decrease								**N/A**				**$239**
% Increase / Decrease								**N/A**				**3.6%**

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-212- Amend the location from Ocean Avenue to Little League Park- Field 3 for the Energy Efficiency and Conservation Block Grant in the amount of $134,990 offered by the Department of Energy.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-212.

Explanation of Request: On May 07, 2024, the City Commission approved Resolution R24-092 ratifying the City's application for the Energy Efficiency and Conservation Grant Program. The project approved was to support the retrofit of the street lighting to LED in Ocean Avenue and surrounding areas.

The Public Works Department is requesting that the location be amended and the project relocated to retrofit the existing metal halide sports lighting to a new LED lighting system in Little League Park Field No. 3.

The estimated project cost is $160,000. The City of Boynton Beach is requesting grant funding in the amount of $134,990 with an estimated leverage of $25,010.

The program guidelines and application were provided in March 2023, and the application period is due on October 31, 2024.

How will this affect city programs or services?

The City of Boynton Beach is committed to the well-being and protection of its residents and finds it imperative to provide safety. The project will provide lighting to our residents at Little League Park Field No. 3.

Fiscal Impact: This is a granted project. The Energy Efficiency and Conservation Block Grant offered by the Department of Energy is expected to fund up to $134,990 of the estimated $160,000 total project

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Attachments:
R24-212 Agenda_Item_2086-2023_Resolution_for_Amending_grant_location.docx
Attachment 1 - EECBG Eligible Activities and Program Guidance
R24-092

RESOLUTION NO. R24-212

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE LOCATION FROM OCEAN AVENUE TO LITTLE LEAGUE PARK- FIELD 3 FOR THE DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT; AND FOR ALL OTHER PURPOSES.

WHEREAS, on May 7, 2024, the City Commission approved Resolution R24-092, ratifying the City's application for the Energy Efficiency and Conservation Grant Program; and

WHEREAS, the project approved was to support the retrofit of the street lighting to LED in Ocean Avenue and surrounding areas; and

WHEREAS, the Public Works Department is requesting to amend the location and change the location of the project to retrofit the existing metal halide sports lighting to a new LED lighting system in the Little League Park Field No. 3; and

WHEREAS, the estimated project cost is $160,000, and the City is requesting grant funding for $134,990 with an estimated leverage of $25,010; and

WHEREAS, the program guidelines and application were provided in March 2023, and the application period is due on October 31, 2024; 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 amending the location from Ocean Avenue to Little League Park- Field 3 for the Department of Energy's Energy Efficiency and Conservation Block Grant.

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 amending the location from Ocean Avenue to Little League Park- Field 3 for the Department of Energy's Energy Efficiency and Conservation Block Grant.

SECTION 3. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

EECBG PROGRAM NOTICE 23-01
EFFECTIVE DATE: April 25, 2023

SUBJECT: GUIDANCE FOR ELIGIBILITY OF ACTIVITIES UNDER THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM

Contents

PURPOSE 2

SCOPE 2

LEGAL AUTHORITY AND BACKGROUND 2

GUIDANCE 2

ELIGIBLE ACTIVITY CATEGORIES 6

Category (1) Strategy Development and Implementation 7

Category (2) Retaining Technical Consulting Services 8

Category (3) Residential and Commercial Building Audits 10

Category (4) Financial Incentives for Energy Efficiency 12

Category (5) Energy Efficiency Retrofit Grants for Government Agencies and Nonprofit Organizations 14

Category (6) Energy Efficiency and Conservation Programs for Buildings and Facilities 16

Category (7) Conservation of Transportation Energy 18

Category (8) Building Codes and Inspection Services 20

Category (9) Energy Distribution Technologies 22

Category (10) Material Conservation Programs 24

Category (11) Reduction, Capture, and Use of Landfill Gases 25

Category (12) Replacement of Traffic Signals and Street Lighting 26

Category (13) On-site Renewable Energy On or In a Government Building 28

Category (14) Programs for Financing, Purchasing, and Installing Energy Efficiency, Renewable Energy, and Zero-emission Transportation (and associated infrastructure) Measures and Capital Investments, Projects, and Programs for Leveraging Public and Private Sector Funds 30

LIMITATIONS ON THE USE OF EECBG PROGRAM FUNDS 33

PURPOSE

To provide guidance on the eligibility of activities under the Department of Energy's (DOE) Energy Efficiency and Conservation Block Grant (EECBG) Program.

SCOPE

The provisions of this guidance apply to recipients of Infrastructure Investment and Jobs Act (IIJA) and American Recovery and Reinvestment Act (ARRA) EECBG Program funds.

LEGAL AUTHORITY AND BACKGROUND

The EECBG Program is authorized under Title V, Subtitle E of the Energy Independence and Security Act of 2007 (EISA), as amended,[1] and signed into Public Law (PL 110-140) on December 19, 2007. All awards made under this program shall comply with applicable laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR Part 200 and 2 CFR Part 910 and Section 40552 of IIJA.

GUIDANCE

The purpose of the EECBG Program is to assist eligible state, local, and tribal governments (collectively referred to as "eligible entities") in implementing strategies to:

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities;
- Reduce the total energy use of the eligible entities;
- Improve energy efficiency in the transportation sector, the building sector, and other appropriate sectors;[2]
- Build a clean and equitable energy economy that prioritizes disadvantaged communities and promotes equity and inclusion in workforce opportunities and deployment activities, consistent with the Justice40 Initiative.

These stated purposes describe the overall intent of the EECBG Program. Entities may develop various programs and projects that address one or more of the purposes and each activity an entity undertakes is not required to meet all the stated purposes. Entities may choose from a range of eligible activities, as defined in Section 544 of EISA[3] as amended by Section 40552(a) of the IIJA (Public Law 117-58).

DOE updated this guidance from the version issued in 2011 (EECBG Program Notice 10-021) to reflect the changes Congress made to EISA when it signed IJJA into law. This updated version provides guidance to EECBG Program grantees regarding the types of eligible activities that are considered allowable use of funds under one or more of the 14 eligible activity categories for the EECBG Program.[4] Recipients of EECBG Program grants (including entities receiving sub-grants) or vouchers can use this guidance to determine eligible activities that support EECBG Program goals and implementation strategies. The

[1] 42 U.S.C. 17151 et seq.
[2] 42 U.S.C. 17152(b).
[3] 42 U.S.C. 17154
[4] This guidance only addresses categories 1-14 outlined in Section 544 of EISA. Category 15 is defined in law as "any other appropriate activity, as determined by the Secretary, in consultation with the Administrator of the Environmental Protection Agency, the Secretary of Transportation, and the Secretary of Housing and Urban Development."

guidance also identifies activities that are prohibited or where limitations on use of funds exist, as established by the EECBG statute or determined by DOE. This guidance is not intended to be exhaustive. If an eligible entity has a question regarding the eligibility of a specific activity, the eligible entity should contact the EECBG Program at eecbg@hq.doe.gov or their Project Officer.

In general, the overall objective of each eligible activity should be the attainment of, or the plan to attain, increased energy efficiency and conservation, or fossil fuel reduction. These activities should bear in mind an equitable distribution of community investment and projects serving disadvantaged communities, in line with the Justice40 Initiative.

Projects related to regular maintenance or repairs are not eligible. Eligible entities may apply their funds to one or more projects, as long as each project falls within one of the 14 categories of eligible uses of funds.

Equity and Environmental Justice

Per President Biden's Executive Order 14008, the Federal Government has established the goal that 40 percent of the overall benefits of certain Federal investments flow to disadvantaged communities[5] ("DACs").[6] This government-wide effort is called the Justice40 Initiative. The EECBG Program is a Justice40-covered program and thus contributes to the goal that 40 percent of the overall benefits of federal investments in clean energy and climate solutions flow to DACs. DOE has released General Guidance on Justice40 Implementation designed to help eligible entities and other interested parties incorporate Justice40 Initiative goals into DOE-funded projects.[7]

DOE has identified the following benefits that can flow to DACs as a result of EECBG Program funding. Specifically, benefits include, but are not limited to measurable direct or indirect or positive project outcomes that achieve or contribute to the following in DACs:

1) a decrease in energy burden;
2) a decrease in environmental exposure and burdens;
3) an increase in access to low-cost capital;
4) an increase in job creation, the clean energy job pipeline, and job training for individuals;
5) increases in clean energy enterprise creation and contracting (e.g., minority-owned or disadvantaged business enterprises);
6) increases in energy democracy, including community ownership;
7) increased parity in clean energy technology access and adoption; and
8) an increase in energy resilience.

[5] Also referred to as underserved, overburdened, and frontline communities.
[6] Pursuant to Executive Order (EO) 14008, "Tackling the Climate Crisis at Home and Abroad," January 27, 2021, and the Office of Management and Budget's Interim Justice40 Implementation Guidance M-21-28, DOE recognizes DACs as defined and identified by the White House Council of Environmental Quality's Climate and Economic Justice Screening Tool (CEJST), which can be located at https://screeningtool.geoplatform.gov/.
[7] Final DOE Justice40 General Guidance 072522.pdf (energy.gov)

Further, the EECBG Program encourages eligible entities to include the participation of underserved communities[8] and underrepresented groups in the activities they undertake with EECBG Program funds. EECBG Program eligible entities are highly encouraged to include contractors and sub-contractors from historically underrepresented groups[9,10] in their project scoping. Further, Minority Serving Institutions,[11] Minority Business Enterprises, Minority Owned Businesses, Woman Owned Businesses, Veteran Owned Businesses, or entities located in an underserved community that meet EECBG Program eligibility requirements are encouraged to be considered as sub-recipients for proposed EECBG Program-funded projects.

Blueprints and Technical Assistance

DOE has developed or identified resources to assist EECBG Program recipients with development of their energy efficiency and conservation strategies and project implementation plans, including Blueprints and Technical Assistance available from the EECBG Program and other DOE programs. These resources are intended to supplement the award funding received through either a formula or competitive award from DOE.

Blueprints are step-by-step roadmaps of energy project and programs that guide EECBG Program entities to success. While not an exclusive list, the blueprints highlight a select number high-impact projects and programs based on proven practices that entities can choose to follow. Though entities may use their EECBG Program funds for a wide array of energy-related activities, those that choose to spend their EECBG Program funds exclusively on "key activities" listed in the blueprints should expect a streamlined and expedited application review because these key activities fall within eligible uses of EECBG Program funds, and most of the blueprint activities are covered by NEPA Statements of Work.

[8] The Office of Management and Budget Interim Implementation Guidance for Justice40 defines a disadvantaged community as either: (1) a group of individuals living in geographic proximity (such as census tract), or (2) a geographically dispersed set of individuals (such as migrant workers or Native Americans), where either type of group experiences common conditions.

[9] According to the National Science Foundation's 2019 report titled, "Women, Minorities and Persons with Disabilities in Science and Engineering", women, persons with disabilities, and underrepresented minority groups— blacks or African Americans, Hispanics or Latinos, and American Indians or Alaska Natives—are vastly underrepresented in the STEM (science, technology, engineering, and math) fields that drive the energy sector. For example, in the U.S., Hispanics, African Americans and American Indians or Alaska Natives make up 24 percent of the overall workforce, yet only account for 9 percent of the country's science and engineering workforce. DOE seeks to inspire underrepresented Americans to pursue careers in energy and support their advancement into leadership positions. https://www.energy.gov/articles/introducing-minorities-energy-initiative

[10] Note that Congress recognized in section 305 of the American Innovation and Competitiveness Act of 2017, Public Law 114-329: "[I]t is critical to our Nation's economic leadership and global competitiveness that the United States educate, train, and retain more scientists, engineers, and computer scientists; (2) there is currently a disconnect between the availability of and growing demand for STEM-skilled workers; (3) historically, underrepresented populations are the largest untapped STEM talent pools in the United States; and (4) given the shifting demographic landscape, the United States should encourage full participation of individuals from underrepresented populations in STEM fields."

[11] Minority Serving Institutions (MSIs), including Historically Black Colleges and Universities/Other Minority Institutions as educational entities recognized by the Office of Civil Rights (OCR), U.S. Department of Education, and identified on the OCR's Department of Education U.S. accredited postsecondary minorities' institution list.

The blueprints span a wide variety of topic areas: energy planning, energy efficiency, renewable energy, transportation infrastructure, workforce development, and financing. For more information, see the Blueprints webpage.

Blueprint Topics:[12]

- Blueprint 1. Energy Planning
- Blueprint 2A. Energy Efficiency - Energy Audits and Building Upgrades
- Blueprint 2B: Energy Efficiency and Electrification in Buildings - Energy Savings Performance Contracts:
- Blueprint 2C: Building Efficiency & Electrification Campaign
- Blueprint 2D: Building Performance Standards & Stretch Codes
- Blueprint 3A: Solar + Storage Power Purchase Agreements and Direct Ownership
- Blueprint 3B: Community Solar
- Blueprint 3C: Solarize Campaign
- Blueprint 3D: Renewable Resource Planning
- Blueprint 4A: Electric Vehicles for Fleets and Fleet Electrification
- Blueprint 4B: Electric Vehicle Charging Infrastructure for the Community
- Blueprint 5: Unlocking Sustainable Financing Solutions for Energy Projects and Programs - Revolving Loan Funds
- Blueprint 6: Workforce Development Community

National Environmental Protection Act Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. DOE must also consider the effects on historic properties, pursuant to Section 106 of the National Historic Preservation Act (NHPA). Additionally, DOE must consider the impacts to floodplains and wetlands, pursuant to 10 CFR Part 1022—Compliance with Floodplain and Wetland Environmental Review Requirements. To streamline these required reviews, DOE carries out each of these reviews under the umbrella of its NEPA review. Grantees should review and follow the NEPA determination (the form that DOE uses to document NEPA reviews) in their award documents for restrictions, and the list of activities that have been categorically excluded from further NEPA review.

NEPA Statements of Work (SOW) have been created and placed on the EECBG Program Formula Application Hub webpage to provide expedited reviews of blueprints and other activities. The NEPA SOWs apply to different applicants and include either ground disturbing activities or nonground disturbing activities. Applicants should review the SOWs to ensure the correct one is selected, if applicable. SOWs with ground disturbing activities require quarterly reporting for all activities. DOE staff will require submission of an Environmental Questionnaire (EQ1) for a NEPA review through the Project Management Center (PMC) if a NEPA SOW is not utilized.

[12] This list shows proposed Blueprints by topic area as of April 2023. Blueprint topic areas may be added or revised, based on grantee and stakeholder interests, and effectiveness in achieving program goals. For additional information, visit the Blueprints webpage.

ELIGIBLE ACTIVITY CATEGORIES

EISA, as revised by Section 40552 of IIJA, specifies 14 categories of eligible uses of EECBG Program funds. DOE is providing guidance below regarding the types of eligible activities that are covered by the 14 categories, including examples of eligible activities, technical assistance opportunities, and items for consideration. This guidance on eligible activities is not intended to be comprehensive. If an eligible entity has a question regarding the eligibility or allowability of a specific activity, the eligible entity should contact their Project Officer, or email the EECBG Program at eecbg@hq.doe.gov.

Category (1) Strategy Development and Implementation

STATUTORY LANGUAGE

Development and implementation of an energy efficiency and conservation strategy

PROGRAM GUIDANCE

- This category only applies to eligible local and tribal governments. State governments are ineligible to apply their EECBG Program funds to strategy development.
- The activity must be for the development, in support of the development, or in support of the implementation of either a strategy submitted pursuant to the EECBG Program or a general strategy that outlines goals for energy efficiency or conservation.

EXAMPLE ELIGIBLE ACTIVITIES

- Development of an energy efficiency and conservation strategy if one is not submitted with application
- Development of the energy efficiency and conservation elements of an energy-related plan such as a climate action plan or local or tribal government's sustainability plan
- Expansion of an existing strategy to address new goals

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprint 1: Energy Planning
- The National Renewable Energy Laboratory (NREL) is providing interested EECBG Program grantees one-on-one technical assistance and customized support to develop their Energy Efficiency and Conservation Strategies. Grantees can sign up by emailing NREL directly at: EECS_TA@nrel.gov. Funding is limited; requests will be considered based on available funding and type of support requested.

IITEMS FOR CONSIDERATION

- Develop strategies around clearly defined, measurable, and ambitious goals for advancing energy efficiency and clean energy.
- Ensure that strategies are informed by stakeholder feedback and include opportunities for continued stakeholder engagement, with a particular focus on soliciting feedback from underrepresented and disadvantaged communities. EECBG Program recipients are encouraged to actively seek participation and feedback from a diverse range of stakeholders that reflects the demographics of their community.
- Incorporate equity and environmental justice objectives in developing energy efficiency and conservation goals and associated implementation strategies.
- Take a holistic approach that incorporates a variety of technologies and addresses the needs of different populations within the community leveraging tools such as the DOE State and Local Planning for Energy (SLOPE) Platform, a free, easy-to-use online platform to support data-driven state and local energy and decarbonization planning.

Category (2) Retaining Technical Consulting Services

STATUTORY LANGUAGE

Retaining technical consultant services to assist the eligible entity in the development of such a strategy, including—

A. Formulation of energy efficiency, energy conservation, and energy usage goals;
B. Identification of strategies to achieve those goals—
    a. through efforts to increase energy efficiency and reduce energy consumption; and
    b. by encouraging behavioral changes among the population served by the eligible entity;
C. Development of methods to measure progress in achieving the goals;
D. Development and publication of annual reports to the population served by the eligible entity describing—
    a. the strategies and goals; and
    b. the progress made in achieving the strategies and goals during the preceding calendar year; and
E. Other services to assist in the implementation of the energy efficiency and conservation strategy

PROGRAM GUIDANCE

- This activity area refers to retaining technical consultant services to assist the eligible entity in the development and implementation of an energy efficiency and conservation strategy, including developing methods to measure progress in achieving the goals identified in the strategy, and developing and publishing annual reports, such as dissemination of energy plans and progress updates.
- This category is only available to eligible entities that are units of local government or tribes that received funds under the EECBG Program.
- The activity for which the eligible entity is seeking to retain technical consulting services must support one or more elements of strategy development and implementation developed under Category 1.

EXAMPLE ELIGIBLE ACTIVITIES

- Formulation of energy efficiency, energy conservation, and energy usage goals, methods to achieve those goals or measure progress, and the publication of annual reports discussing progress
- Identification and development of an equity-centered strategy to achieve 2030 carbon neutral goals through the energy efficiency and conservation strategy
- Developing a detailed roadmap, as part of the energy efficiency and conservation strategy, to reduce costs and improve energy efficiency in communities and households with high energy burdens
- Development of internal metrics and evaluation system for strategies and measures in the energy efficiency and conservation strategy that address clean energy and climate resiliency objectives in the community
- Strategic planning for electrification of government transportation fleets

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprints 1-6: Each of these blueprints can be used as a guide towards select EECBG Program activities. The key activities described in each blueprint, including planning and data analysis, can be conducted either by a member of the EECBG Program grantee's internal staff or by external contractors or consultants.
- The National Renewable Energy Laboratory can provide interested EECBG Program eligible entities with direct technical assistance and customized support around energy planning including goal development and options analysis. Eligible entities can submit a request for TA by emailing NREL directly at EECS_TA@nrel.gov. Funding is limited; requests will be considered based on available funding and type of support requested.
- The technical assistance voucher pathway may also be a good option for entities that are primarily interested in obtaining technical support services, such as planning, analysis, and strategy development related to this category.[13]
- Additional technical assistance around specific technology areas is available through various DOE offices and national laboratories. For additional information, visit the EECBG Technical Assistance webpage.

ITEMS FOR CONSIDERATION

- Consider local objectives, staff capacity, and support needs when selecting consultants. Look for firms with prior expertise and knowledge of local or tribal government energy efficiency, renewable energy, electrification or sustainability programs, including development of place-based strategies.
- Consider selecting eligible firms that reflect diversity in their business ownership and staff, understand local community needs, and are experienced in place-based approaches.
- Engage underrepresented or underserved groups to ensure that their needs are considered and addressed during technical consultant service delivery (e.g., community input sessions, equitable access to programs and financial opportunities.)

[13] For formula-eligible local governments and tribes only. Entities must select either a grant or voucher for their EECBG formula award.

Category (3) Residential and Commercial Building Audits

STATUTORY LANGUAGE

Conducting residential and commercial building energy audits

PROGRAM GUIDANCE

- The activity should be for conducting energy audits of residential and commercial buildings;[14,15]
- The activity must occur within the jurisdiction of the eligible entity; and
- Upgrades or improvements to buildings associated with the audits are an eligible use of funds.

EXAMPLE ELIGIBLE ACTIVITIES

- Energy assessments to understand usage patterns in a portfolio of buildings and benchmark performance, including benchmarking building energy performance in the ENERGY STAR® Portfolio Manager Tool
- Installing energy upgrades in homes or commercial businesses recommended as the result of an audit
- Any activities that support or facilitate the conduct of energy assessments of residential or commercial buildings

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprint #2A: Energy Efficiency - Energy Audits and Building Upgrades
- The federal government maintains several tools to assist with building energy efficiency, which are described in the blueprint, including ENERGY STAR® Portfolio Manager, DOE Building Energy Asset Score, and Home Energy Score™, which are online platforms to collect, organize and analyze energy data for commercial and residential buildings, and identify and prioritize energy efficiency improvements. In addition, DOE developed the Energy Data Management Guide designed to support state and local governments in developing a data-driven approach to energy management.

ITEMS FOR CONSIDERATION

- Consider ensuring that energy assessments are implemented in communities that have traditionally experienced energy injustice or have disproportionate energy burdens by using

[14] Energy audits include assessments of residential and commercial buildings to evaluate the energy performance of the building, and identify and prioritize energy savings opportunities, including operational or behavioral changes. Assessments may include recommendations for installation of energy efficiency measures, renewable energy and/or grid-interactive systems, such as battery storage, and energy monitoring systems.

[15] For the purpose of eligibility under the EECBG Program, "building" generally means a usually roofed and walled structure built for permanent use. Commercial buildings include all buildings in which at least half of the of floor space is used for a purpose that is not residential (used as a dwelling for one or more households), manufacturing/industrial (used for processing or procurement of goods, merchandise, raw materials or food) or agricultural (used for the production, processing, sale, storage, or housing of agriculture process, including livestock), so they include building types that might not traditionally be considered "commercial," such as schools, correctional institutions, and building uses for religious worship.

tools such as the Climate and Economic Justice Screening Tool and Low-Income Energy Affordability Data (LEAD) Tool and partnering with relevant community stakeholders.

- Coordinate energy assessment activities with existing federal, state, local, and utility energy efficiency programs, as well as existing and anticipated sources of additional funding. Many utilities offer free or discounted energy assessments (i.e., 'audits') for residential and commercial buildings. Energy assessments can serve as a first step to further energy-saving, clean energy, and electrification measures that could be otherwise publicly funded.
- Coordinate energy assessment activities with energy efficiency and conservation elements of any existing or planned energy-related plan, such as a climate action plan or local or tribal government's sustainability plan. Factor in the energy impacts of long-lifetime building upgrades, and their implications for existing climate or sustainability plans.
- Consider conducting an initial energy assessment to better understand energy usage patterns across a given portfolio of buildings and identify and prioritize buildings for further assessment.

Category (4) Financial Incentives for Energy Efficiency

STATUTORY LANGUAGE

Establishment of financial incentive programs for energy efficiency improvements

PROGRAM GUIDANCE

- The activity must be for a financial incentive program, such as a rebate, loan, energy savings performance contracts, or other financing program.
- The financial incentive program must be for the purpose of improving energy efficiency; and
- The financial incentives must be limited to resident, non-profits, government entities, or businesses within the jurisdiction of the eligible entity.
- The activity may include financial incentive programs established by states, including sub-grants from states to local governments or tribes, such as a revolving loan fund.
- For local governments and Indian tribes only: there is a limitation on utilizing EECBG Program formula grant funds for the development and capitalization of a Revolving Loan Fund of the greater of 20% of the award allocation or $250,000. Eligible entities may contribute grant funding to an existing revolving loan fund – they need not establish a new one.
- EECBG Program funds used for financing programs must be tracked and reported separately from non-EECBG Program funds, including other federal financing programs, such as the Energy Efficiency Revolving Loan Fund Capitalization Grant Program available to States.
- While this Category addresses financial incentives specifically for energy efficiency, financing for renewable energy systems may be an eligible activity under Category 14.

EXAMPLE ELIGIBLE ACTIVITIES

- Energy Savings Performance Contracts (ESPCs)
- Loan programs such as: revolving loan funds, loan guarantees, loan-loss reserves or credit enhancements, on-bill financing, and energy efficient mortgage programs
- Non-loan financial assistance programs such as: grants, rebates, tax credits, tax exemptions, fee waivers, interest rate buydowns, bonds
- Other financial incentive program for energy efficiency improvements, such as formulation of 501(c)3 Green Bank Entities

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprint #2B: Energy Efficiency and Electrification in Buildings - Energy Savings Performance Contracts
- Blueprint #2C: Building Electrification Campaign
- Blueprint #5: Unlocking Sustainable Financing Solutions for Energy Projects and Programs – Revolving Loan Funds

ITEMS TO CONSIDER

- Financial incentive programs should be designed to be self-sustaining.
- Consider opportunities to leverage or coordinate EECBG formula funds with rebates, financial incentives and financing programs funded by the IIJA or Inflation Reduction Act (IRA), such as

SEP Revolving Loan Funds, Home Energy Rebates, and the U.S. EPA's Greenhouse Gas Pollution Reduction Fund.

- Leverage private capital to achieve greater impact by partnering with non-profit Green Banks or other sources of private capital.
- Coordinate financial incentive activities with energy efficiency and conservation elements of any existing energy-related plan, such as a climate action plan or local or tribal government's sustainability plan. Factor in the energy impacts of long-lifetime building upgrades, and their implications for existing climate or sustainability plans.
- Seek to design programs to mitigate historical inequities in access to capital and financing to further environmental justice by addressing barriers to accessing capital, such as credit score and debt-to-income ratios. See the State and Local Solution Center for program design resources and examples, such as:
    - Clean Energy for Low-Income Communities Accelerator (CELICA) Toolkit;
    - State and Local Planning for Energy (SLOPE) Platform; and
    - Energy Efficiency Financing for Low- and Moderate-Income Households: Current State of the Market, Issues, and Opportunities.

Category (5) Energy Efficiency Retrofit Grants for Government Agencies and Nonprofit Organizations

STATUTORY LANGUAGE

The provision of grants to nonprofit organizations and governmental agencies for the purpose of performing energy efficiency retrofits

PROGRAM GUIDANCE

- The activity is for energy efficiency retrofits performed by government agencies or nonprofit organizations (these retrofits may be in residential buildings as long as the government or nonprofit is performing the retrofit). The retrofit may be of equipment (e.g., an HVAC system and associated controls, appliances, or lighting) or a building;
- The retrofit must result in energy savings (e.g., kwh/BTUs) or improved energy efficiency;
- The activity must not be for new construction or non-replacement equipment;
- The activity must occur within the jurisdiction of the eligible entity.

EXAMPLE ELIGIBLE ACTIVITIES

- Energy efficiency retrofit measures, including weatherization, installation of efficient heating and cooling systems and appliances, cool roofs, and water efficiency measures
- Energy management systems, including grid-interactive equipment such as smart thermostats, battery storage systems, and building energy management systems
- Building electrification measures, including the installation of heat pumps, heat pump water heaters, residential or commercial cooking equipment, and associated wiring and panel upgrades

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprint #2A: Energy Efficiency - Energy Audits and Building Upgrades
- Blueprint #2B: Energy Efficiency and Electrification in Buildings - Energy Savings Performance Contracts
- Blueprint #5: Unlocking Sustainable Financing for Energy Projects and Programs – Revolving Loan Funds

ITEMS TO CONSIDER

- Take a whole-building approach to retrofits that recognizes the interactive effects and co-benefits of different technologies, rather than focusing on a specific technology or end use.
- Consider coordinating (also referred to as 'braiding') EECBG Program grant funding with other local, state, and federal programs such as the Better Buildings Initiative, Weatherization Assistance Program, U.S. Environmental Protection Agency's Climate Pollution Reduction Grants, IRA Home Energy Rebates (forthcoming), federal tax incentives or USDA's Community Facilities Program; or utility energy efficiency programs, including financing and incentives for energy efficiency improvements.
- Consider the energy impacts of long-lifetime building retrofits and their broader implications for existing climate or sustainability plans. Perform energy assessments and retrofits in

communities that have traditionally experienced energy injustice or have disproportionate household energy burdens by using tools such as the Climate and Economic Justice Screening Tool and Low-Income Energy Affordability Data (LEAD) Tool and partnering with relevant community stakeholders.

Category (6) Energy Efficiency and Conservation Programs for Buildings and Facilities

STATUTORY LANGUAGE

Development and implementation of energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the eligible entity, including—

A. Design and operation of the programs;
B. Identifying the most effective methods for achieving maximum participation and efficiency rates;
C. Public education;
D. Measurement and verification protocols; and
E. Identification of energy efficient technologies

PROGRAM GUIDANCE

- The activity must be for the development and/or implementation of an energy efficiency or energy conservation program. An eligible use of funds may include the design and operation of the program and installation of energy efficiency equipment, including building energy management systems and controls.
- The activity must be related to buildings or facilities;[16] and
- The activity must impact buildings or facilities within the jurisdiction of the eligible entity.

EXAMPLE ELIGIBLE ACTIVITIES

- Workforce development/training programs supporting eligible activities, such as training community members on green technology installation or residential and commercial energy audits
- Programs for public education including training or workshops
- Development and implementation of building performance standards, including benchmarking and disclosure requirements for the purpose of promoting energy efficiency in commercial buildings
- Development and implementation of measures and verification protocols
- Programs to partner with local non-profits and community organizations to support weatherization, efficiency retrofits and technologies, and installations
- Programs to promote architecture, design, and engineering work for energy efficient buildings
- Non-capital strategies to improve facility efficiency through an Energy Data Management Program and/or operations and maintenance strategies such as Strategic Energy Management (or similar methods)
- Development of an energy rating, disclosure and/or labeling system for the purpose of promoting energy efficiency in residential or commercial buildings

[16] For the purpose of eligibility under the EECBG Program, "facility" generally means an installation, building, group of buildings, or group of structures designed to support a related purpose.

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprint 2A: Energy Efficiency – Energy Assessments and Building Upgrades
- Blueprint 2B: Efficiency for portfolio of government buildings: Energy Saving Performance Contracts
- Blueprint 2C: Building Electrification Campaign
- Blueprint 3: Building Performance Standards and Stretch Codes
- Blueprint 5: Unlocking Sustainable Financing Solutions for Energy Projects and Programs - Revolving Loan Funds
- In addition to providing one-on-one customized technical assistance for governments pursuing building code updates, the DOE Building Energy Codes Program also provides technical assistance for jurisdictions interested in exploring Building Performance Standards programs.
- The federal government maintains several tools to assist with building energy efficiency, which are described in the blueprints, including ENERGY STAR® Portfolio Manager and DOE Building Energy Asset Score which are online platforms to collect and organize building energy data. In addition, DOE developed the Energy Data Management Guide designed to support state and local governments in developing a data-driven approach to energy management.

ITEMS TO CONSIDER

- Achieve a double bottom line of economic justice and energy justice by prioritizing disadvantaged communities in workforce development training programs.
- Design programs that can leverage other local, state, and federal funding, such as the DOE Better Buildings Initiative, Weatherization Assistance Program, and EPA Climate Pollution Reduction Grants.
- Coordinate buildings and facilities programs with energy efficiency and conservation elements of any existing energy-related plan such as a climate action plan or local or tribal government's sustainability plan. Factor in the energy impacts of long-lifetime building upgrades and their implications for existing climate or sustainability plans.

Category (7) Conservation of Transportation Energy

STATUTORY LANGUAGE

Development and implementation of programs to conserve energy used in transportation, including—

A. Use of flex time by employers;
B. Satellite work centers;
C. Development and promotion of zoning guidelines or requirements that promote energy efficient development;
D. Development of infrastructure, such as bike lanes and pathways and pedestrian walkways;
E. Synchronization of traffic signals; and
F. Other measures that increase energy efficiency and decrease energy consumption

PROGRAM GUIDANCE

- The activity must result in or support the conservation of transportation fuel within the jurisdiction of the eligible entity.
- Conservation of transportation fuel may be for the population (e.g., privately owned vehicles) within the jurisdiction of the eligible entity or for government purposes (e.g., government fleets)
- Eligible alternative fuel vehicles (AFVs) can span a range of transportation fuel conservation technologies and fuel types (e.g., light and medium duty electric vehicles (EVs) and hybrid vehicles).
- A reduction in greenhouse gas emissions that result from transportation fuel may also be considered conservation of transportation fuel.

EXAMPLE ELIGIBLE ACTIVITIES

- Improvement of energy efficiency of government vehicle fleets through the purchase of electric, hybrid, or alternative fuel vehicles such as buses, recycling / waste collection vehicles, etc.
- Micromobility programs, devices and associated facilities, including conventional bicycles, e-bicycles, e-scooters, and other personal transport devices for public use[17]
- Addition of bike lanes, pathways, or other alternative transportation infrastructure
- Geomapping for ideal placement of electric vehicle charging stations and infrastructure
- Purchase and installation of electric vehicle charging stations and equipment
- Enhancing commuter lots to encourage increased use of public transportation
- Strategies to reduce vehicle miles travelled, including the use of satellite offices, flex time, telecommuting policies, and implementation of carpooling or vanpooling strategies
- Development and promotion of zoning and siting guidelines or requirements that promote energy efficient development
- Implementing planning measures to improve transportation efficiency, including the development and promotion of alternative transportation infrastructure, synchronizing traffic

[17] For more information on micromobility devices and transportation systems, see: https://highways.dot.gov/public-roads/spring-2021/02# and https://nap.nationalacademies.org/catalog/26386/transit-and-micromobility

signals, and mapping the ideal placement of vehicle charging and other alternative fueling infrastructure

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprint #5: Unlocking Sustainable Financing Solutions for Energy Projects and Programs – Revolving Loan Funds

ITEMS TO CONSIDER

- For a project to qualify for EECBG Program funds under Category 7, its focus must be for the conservation of transportation fuel within the jurisdiction of the eligible entity.
- Consider equity and environmental justice in determining placement of EV charging stations and ensure stations are affordable and accessible to all residents (including multifamily households), to promote equitable access to electric vehicle charging infrastructure.
- An alternative fuel vehicle (AFV) refers to a vehicle that does not rely on traditional gasoline, but rather other power sources, including battery electric vehicles (BEVs), plug-in hybrid vehicles (PHEVs) and hybrid vehicles. Vehicles utilizing biodiesel, ethanol, or natural gas are also considered alternative fuel vehicles.[18] When determining AFVs for purchase, be sure to consider which have the lowest carbon emissions and operational costs.
- Complementary federal funding for transportation efficiency and electrification measures may become available from additional programs, including grant programs administered by DOE, the DOE/DOT Joint Office of Energy and Transportation, the U.S. Department of Transportation, and the U.S. Environmental Protection Agency.
- Many current state and federal programs offer funds for the development and placement of electric vehicle charging. Efforts to place additional alternative fueling infrastructure should be in coordination with these programs to ensure rural and disadvantaged communities and households not yet being served are prioritized.

[18] For additional information on alternative fuel vehicles by fuel type and technology, visit the Alternative Fuels Data Center at: https://afdc.energy.gov/.

Category (8) Building Codes and Inspection Services

STATUTORY LANGUAGE

Development and implementation of building codes and inspection services to promote building energy efficiency

PROGRAM GUIDANCE

- The activity must be for the development, adoption and/or implementation of building codes, inspection services or trainings/workshops to promote building energy efficiency.
- Programs for development, adoption and implementation of stretch codes that exceed baseline energy codes, such as green building standards, are eligible under this category.
- The development of energy efficiency rating and/or labeling systems for the purpose of promoting energy efficient devices, equipment, or buildings are eligible under this category.
- The activity must occur within the jurisdiction of the eligible entity.

EXAMPLE ELIGIBLE ACTIVITIES

- Adoption and implementation of building energy codes, including supporting the adoption and implementation of model building energy codes or stretch codes for energy efficient residential and commercial buildings
- Training and certification support for architects, builders, building inspectors, code officials, and other stakeholders that are responsible for implementing building codes
- Development, adoption, and implementation of a Building Performance Standard, including benchmarking and disclosure requirements
- Conducting an energy code field study, which would document typical design and construction practices, target areas for improvement through workforce education and training initiatives, and quantify energy efficiency and environmental impacts in buildings

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprint #2D: Building Performance Standards & Stretch Codes
- The Office of Energy Efficiency and Renewable Energy (EERE) provides technical assistance grants to support the implementation of updated building energy codes to encourage more efficient and resilient buildings. For more information on EERE funding opportunities and resources available to support implementation of updated building energy codes, visit: the EERE Building Codes webpage.
- The Office of State and Community Energy Programs (SCEP) plans to provide technical assistance grants to assist states and units of local government that have authority to adopt and implement the latest model energy codes (i.e., 2021 IECC & ASHRAE Standard 90.1-2019), zero energy building codes, or other codes or standards that achieve equivalent or greater energy savings. Up to $1 billion in funding is available, through 9/30/29.
- The DOE Building Energy Codes Program provides $225 million in technical assistance grants to support building code development and implementation, as well as promoting alignment about building codes and performance standards.

ITEMS TO CONSIDER

- The legal authority for local government entities to develop, adopt, or implement more stringent building energy codes varies by state, with some states prohibiting or limiting local code adoption, whereas others delegate code adoption to local jurisdictions. Other states may provide either a uniform model Stretch Energy Code for municipal adoption, or Reach Codes, which provide optional standards for energy efficiency that exceed the state's mandatory code requirements.[19] The DOE Building Energy Codes Program (BECP) provides information on state and local code adoption, including information on the status of code adoption by state[20] and state code adoption laws (which also includes status of code adoption by jurisdiction).[21] BECP has also developed stretch code modules based on technologies, measures, or practices (or optimized combinations) that can be adopted as a stretch code or directly into state and local building energy codes.[22]
- Due to the limited capacity of local code enforcement officials, eligible entities may consider energy codes with alternative compliance pathways or explore strategies to reduce building officials' workload, such as third-party enforcement procedures.
- Prioritize resources to increase inspection capacity in historically energy-burdened and disadvantaged communities as identified using the Justice40 tools, such as CEJEST.

[19] For additional information on stretch and reach codes, see Stretch Codes (Advanced Codes) - New Buildings Institute. https://newbuildings.org/code_policy/stretch-codes-advanced-codes/
[20] BECP Status of State Energy Code Adoption: https://www.energycodes.gov/state-portal
[21] BECP Municipal Building Energy Policies: https://public.tableau.com/views/Top100MetroDatabase-PrimaryCityCode-V4/MetroResidentialCodeMinandHR_1?:language=en-US&:display_count=n&:origin=viz_share_link
[22] BECP Stretch Codes: https://www.energycodes.gov/stretch-codes

Category (9) Energy Distribution Technologies

STATUTORY LANGUAGE

Application and implementation of energy distribution technologies that significantly increase energy efficiency, including—

A. Distributed resources; and
B. District heating and cooling systems

PROGRAM GUIDANCE

- The application and implementation of energy distribution technologies that significantly increase energy efficiency, including distributed resources and district heating and cooling systems.
- The activity must result in a significant increase in energy efficiency within the jurisdiction of the eligible activity.

EXAMPLE ELIGIBLE ACTIVITIES

- Microgrid technologies
- District heating and cooling systems
- Combined heat and power systems (CHP)
- Cogeneration systems
- Energy Storage systems

TECHNICAL ASSISTANCE OPPORTUNITY

- Blueprint: Solar + Storage: Power Purchase Agreements and Direct Ownership
- Blueprint 6: Unlocking Sustainable Financing for Energy Projects and Programs - Revolving Loan Funds
- Resources around CHP are available from DOE Better Buildings Program can be found here.
- Resources around grid modernization are available through the DOE Grid Deployment Office can be found here.
- Additional technical assistance around specific technology areas may be available through various DOE offices and national laboratories. For the latest, visit the EECBG Technical Assistance webpage.

ITEMS TO CONSIDER

- Renewable energy, storage, and CHP can provide revenue streams while grid-connected, and these energy and cost savings may lower the overall cost of a microgrid and allow for the incorporation of additional microgrid components. When integrated into a microgrid, distributed energy technologies can also increase survival time during a grid outage when fuel supplies are limited.

- Implementing energy efficiency measures in conjunction with renewable energy, storage, and/or CHP can reduce the cost of each of these systems by allowing a smaller system to meet the reduced energy needs of the facility.
- Leverage federal tax incentives where feasible, such as the Inflation Reduction Act Home Energy Credits.
- CHP technologies are most applicable to sites that have a reliable gas supply and steady thermal and electric loads such as industrial operations; commercial operations such as hospitals, nursing homes, or hotels; and institutional and residential sites such as schools, universities, prisons, or multi-family buildings. If CHP with gas is considered, be sure to consider the expected lifetime of the CHP system and how it aligns with broader jurisdictional goals in existing climate and/or sustainability plans.
- Consider district heating configurations that further reduce emissions, such as combined renewable energy configurations (e.g., solar, wind, steam, sustainably sourced fuels) and power systems or geothermal district heating.
- Prioritize sites that directly serve the community and that provide one or more infrastructure and services to the community, such as community centers, water and wastewater treatment facilities, police and fire stations, schools, libraries, and other facilities. These sites could benefit from microgrid, CHP and/or storage systems by lowering energy costs and enhancing community resilience, such as providing backup power or emergency shelter in the event of a natural disaster or extended power outage, especially when combined with onsite renewable investments described in Category 14.

Category (10) Material Conservation Programs

STATUTORY LANGAUGE

Activities to increase participation and efficiency rates for material conservation programs, including source reduction, recycling, and recycled content procurement programs that lead to increases in energy efficiency

PROGRAM GUIDANCE

- The activity must be for the purpose of increasing the participation in and/or the efficiency rates of a material conservation program (e.g., source reduction, recycling, and recycled content procurement programs); and
- The activity must occur within the jurisdiction of the eligible entity.
- If the activity is a recycled content procurement program within the jurisdiction of the eligible entity, there must be an associated increase in energy efficiency and/or conservation of fuel.

EXAMPLE ELIGIBLE ACTIVITIES

- The cost of vehicles required for a materials conservation/recycling program, such as recycling trucks
- Municipal waste reduction programs, including education and outreach
- Establishing or expanding policies and programs for materials reuse and recycling, including equipment and facilities and associated tracking and reporting systems.
- Organic and food waste recovery and recycling via food waste recovery programs, and organics recycling, such as composting, and anaerobic digesters for clean renewable electricity generation)
- Expanding infrastructure and/or participation in existing recycling programs

ITEMS TO CONSIDER

- Consider the energy consumption associated with producing and recycling different materials, as well as the environmental implications of their disposal.
- Consider coordination with other local jurisdictions to develop facilities that can serve multiple jurisdictions.

Category (11) Reduction, Capture, and Use of Landfill Gases

STATUTORY LANGUAGE

The purchase and implementation of technologies to reduce, capture, and, to the maximum extent practicable, use methane and other greenhouse gases generated by landfills or similar sources

PROGRAM GUIDANCE

- The activity must be for the purchase and implementation of technology, for the purpose of reducing, capturing, or using methane or other greenhouse gases generated by landfills or similar sources; and
- The activity must occur within the jurisdiction of the eligible entity.

EXAMPLE ELIGIBLE ACTIVITIES

- Reducing the carbon emissions of landfills or similar waste-related sources, including wastewater treatment plants, operations producing food waste, dairy farms, and other animal operations, through measures to reduce, capture and use methane and other greenhouse gases
- Anaerobic digestion systems
- Utilization of landfill gas for electricity generation
- Direct use of landfill gas to offset the use of other fuels
- Conversion of landfill gas to renewable natural gas

ITEMS TO CONSIDER

- Activities in this category may present an opportunity to lessen the burden of environmental regulatory requirements through the reduction, capture, and use of landfill gases.
- Cogeneration systems, like those discussed in Category 9 of this document, can use landfill gas to generate electricity and thermal energy.
- Additional information, including tools and resources for reducing or avoiding landfill methane emissions, is available from the U.S. EPA's Landfill Methane Outreach Program (LMOP). Additional information on renewable natural gas systems and a database of renewable natural gas projects are available from the Alternative Fuels Data Center and the Renewable Natural Gas Database.

Category (12) Replacement of Traffic Signals and Street Lighting

STATUTORY LANGUAGE

Replacement of traffic signals and street lighting with energy efficient lighting technologies, including—

A. Light emitting diodes; and
B. Any other technology of equal or greater energy efficiency

PROGRAM GUIDANCE

- The activity must be for the replacement of traffic signals, street lights[23] or street signs;
- The replacement of traffic signals or street lights must be light emitting diodes (LEDs) or other technology of equal or greater energy efficiency. Traffic signals and street light replacements may include solar panels that power the street lights so long as the panels are part of a replacement effort that installs LEDs or other technology of equal or greater efficiency for lamps;
- Generally, only the cost of replacement lamp is eligible unless replacement/upgrade of supporting structure (e.g., posts) is necessary to support the replacement of the lamps.
- The activity must occur within the jurisdiction of the eligible entity.

EXAMPLE ELIGIBLE ACTIVITIES

- LEDs and any other technology of equal or greater energy efficiency
- Computerized traffic management systems, installed on street lights, to minimize vehicle-based traffic congestion during peak driving hours

TECHNICAL ASSISTANCE OPPORTUNITY

- The Better Buildings Outdoor Lighting Accelerator Toolkit provides tools and resources, including a decision tree for upgrading or replacing public outdoor lighting systems, technical support resources, and lessons learned.
- The Municipal Solid-State Street Lighting Consortium (MSSLC) helps local governments make informed decisions on the purchase of LED street lighting and maximize the energy savings. Resources include lighting specifications, financing resources, technical reports, presentations, and FAQs on outdoor street lighting, including resources on lighting selection and design considerations.

ITEMS TO CONSIDER

- The replacement of a lighting fixture, an arm, a pole, or any part of a light is an eligible use of funds if the more efficient lighting technology necessitates such a replacement. However, regular maintenance is an ineligible cost. For example, EECBG Program funds cannot be used to replace a rotten pole due to insufficient maintenance. LED lights should be procured with strong

[23] A "street light" is an outdoor source of light that is raised and that is intended to provide functional illumination to the area below the light.

warranty terms and meet certifications (e.g., ENERGY STAR or otherwise) to ensure energy performance, longevity and lighting quality over time.

- When considering which locations to make street light improvements, consider incorporating approaches to ensure equitable access to street light improvements, such as scoring criteria that consider equity, safety, and access.

Category (13) On-site Renewable Energy On or In a Government Building

STATUTORY LANGUAGE

Development, implementation, and installation on or in any government building of the eligible entity of onsite renewable energy technology that generates electricity from renewable resources, including—

A. Solar energy;
B. Wind energy;
C. Fuel cells; and
D. Biomass.

PROGRAM GUIDANCE

- The activity must be for the development, implementation, and installation of onsite renewable energy technology (e.g., solar energy, wind energy, fuel cells, or biomass);
- The installation of the renewable energy technology must be on, in or under a government building[24] of the eligible entity (the renewable technology is considered installed on a government building if it is installed on a government-owned site and connected to the government building behind the meter); and
- The renewable energy technology must be for the generation of electricity, or result in more efficient heating/cooling. The renewable energy source need not provide a building's entire electricity usage and not all of the electricity needs to physically go into the government building.
- The installation of renewable energy technologies on commercial buildings, or other non-government buildings or sites, is not an eligible use of funds under Category 13. Renewable energy technologies, however, are eligible for installation on non-governmental buildings under Category 14, as part of programs for financing and installing energy efficiency, renewable energy, and zero emissions transportation systems, including financing programs, grants, incentives or rebates.[25]

EXAMPLE ELIGIBLE ACTIVITIES

- Financing mechanisms that enable this activity such as power purchase agreements for solar PV installations on multiple government buildings

[24] For the purpose of eligible under the EECBG Program, "government building of the eligible entity" generally means a building built by or for the use of the government that is the grantee/recipient of award funds. This includes buildings owned or leased by the eligible entity. This does NOT include state, Federal, or other government buildings that are not government buildings of the eligible entity.

In the case of tribal governments, exclusions from the definition of tribal government buildings are privately owned tribal housing and commercial buildings; facilities owned by 501(c) (3) entities (unless the organization was chartered and delegated by the Tribe to act on its behalf); and those owned by a Federal Agency (e.g., U.S. Department of Housing and Urban Development, U.S. Department of the Interior, Bureau of Indian Affairs, etc.)

[25] Entities proposing to purchase and install renewable energy technologies on government buildings may include the proposed activities under either Category 13 or 14.

- Installation of renewable energy technologies (e.g., solar energy, wind energy, fuel cells, or biomass) at or on government property

TECHNICAL ASSISTANCE OPPORTUNITY

- Blueprint 4A: Solar + Storage - Power Purchase Agreements and Direct Ownership
- Blueprint 4D: Renewable Resource Planning
- National Renewable Energy Lab provide technical assistance to Local Governments around Waste-to-Energy
- Additional technical assistance around specific technology areas, including solar, may be available through various DOE offices and national laboratories. For the latest, visit the EECBG Technical Assistance webpage.

ITEMS TO CONSIDER

- In addition to locational and structural characteristics (such as roof conditions, shading, orientation, etc.), considering the projects' proximity to electrical infrastructure is critical for solar and wind projects (behind-the-meter projects exempted).
- Leveraging eligible energy efficiency and conservation activities can reduce the cost of on-site renewable energy investments by meeting a government building's energy requirements with less on-site generation capacity.
- Activities under this category should align with the local policy context, including siting limitations; utility-specific requirements for interconnections; state policies and programs such as renewable energy credits, rebates, and net metering; and available federal incentives, including tax credits.[26]
- Prioritize sites that directly serve the community and that provide one or more infrastructure and services to the community. For example, consider community centers, water and wastewater treatment facilities, police and fire stations, schools, libraries, and other facilities that could benefit from on-site renewable energy systems by lowering energy costs, and enhancing community resilience, such as providing backup power or emergency shelter in the event of a natural disaster or extended power outage (including when combined with energy storage systems, as described in Category 9).

[26] Consider exploring siting resources provided by the National Renewable Energy Laboratory, such as the Clean Energy to Communities Program.

Category (14) Programs for Financing, Purchasing, and Installing Energy Efficiency, Renewable Energy, and Zero-emission Transportation (and associated infrastructure) Measures and Capital Investments, Projects, and Programs for Leveraging Public and Private Sector Funds

STATUTORY LANGUAGE

Programs for financing energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure), capital investments, projects, and programs, which may include loan programs and performance contracting programs, for leveraging of additional public and private sector funds, and programs that allow rebates, grants, or other incentives for the purchase and installation of energy efficiency, renewable energy, and zero-emission transportation (and associated infrastructure) measures

PROGRAM GUIDANCE

- This category may include the purchase and deployment of energy efficiency, renewable energy, and zero emissions technologies. This may include technologies that promote the electrification of buildings and transportation.
- Projects and programs in this category include efforts to develop and/or implement programs that encourage and promote the use of energy efficiency, renewable energy, and zero emissions technologies. These programs may also include financing and loan programs to support energy efficiency, renewable energy, and zero emissions transportation.
- Projects may leverage public and private funds, including partnerships with third-party lenders, co-lending, third-party administration of loans, loan loss reserves, and partnerships with utilities.
- Equipment acquisitions and installations for infrastructure projects will be subject to restrictions and review as outlined in statute under the National Environmental Protection Act (NEPA). NEPA will apply to equipment acquisition and installation, and to all other activities outlined in the Administrative and Legal Requirements Document.
- Equipment acquisitions and installations may also be subject to restrictions and review as outlined in statute under the Build America, Buy America Act (BABA). When necessary, exemptions under BABA may be possible.

EXAMPLE ELIGIBLE ACTIVITIES:

Transportation:

- Infrastructure development to support electric vehicles (EV), EV charging stations, rural EV infrastructure, and increasing EV charging access in underserved communities and communities with high energy burdens
- The purchase or lease of zero-emission vehicles, including electric buses, bikes, and scooters, as well as the acquisition, construction, and leasing of required supporting facilities

Energy Efficient & Renewable Technology

- Pre-development planning costs for further energy efficiency and conservation projects and programs.

- Infrastructure improvements to support the deployment of energy efficiency measures, renewable energy, and sustainable transportation
- The purchase, deployment, and infrastructure development of energy efficient and renewable energy technologies, including projects occurring in or on non-government buildings or privately owned land and facilities.
- The purchase and deployment of a battery storage system if combined with a renewable energy generation system and/or energy efficiency at government and/or non-government buildings or facilities
- Grid modernization efforts necessary to support renewable energy and electrification initiatives, such as upgrading metering infrastructure, grid-interactive equipment and appliances, and interconnection of local renewable energy systems (e.g., community solar systems, wind turbines and other renewable energy systems)

Clean Energy Programs

- Loan programs, such as revolving loan funds, on-bill financing programs, energy savings performance contracting, or solar lending programs
- Credit enhancements, such as loan loss reserves and financial incentives, interest rate buy downs, or rebates
- Programs for public education, training, workshops, technical assistance, measurement and verification, and energy management systems to support the use of energy efficiency, renewable energy and zero emissions transportation
- Innovative deployment and financing models for renewable energy, including community solar and solarize campaigns

TECHNICAL ASSISTANCE OPPORTUNITIES

- Blueprint 2A: Energy Efficiency – Energy Assessments and Building Upgrades
- Blueprint 2B: Efficiency and Electrification of Buildings -- Energy Savings Performance Contracts
- Blueprint 2C: Building Electrification Campaign
- Blueprint 3A: Solar + Storage - Power Purchase Agreements and Direct Ownership
- Blueprint 3B: Community Solar
- Blueprint 3C: Solarize Campaign
- Blueprint 3D: Renewable Resource Planning
- Blueprint 4A: Electric Vehicles and Fleet Electrification
- Blueprint 4B: EV Charging Infrastructure for Communities
- Blueprint 5: Unlocking Sustainable Financing Solutions for Energy Projects and Programs – Revolving Loan Funds
- Blueprint 6: Workforce Development
- Additional technical assistance may be available through various DOE offices and national laboratories. For the latest, visit the EECBG Technical Assistance webpage.

ITEMS TO CONSIDER

- Community solar projects mitigate some of the physical and siting barriers to solar installation by enabling multiple subscriber customers to receive bill credits for electricity generated from solar power without having to host a solar installation on their property. DOE resources for community solar projects are available through the National Community Solar Partnership.
- Seek opportunities to leverage EECBG Program funds with private capital or design programs to deliver ongoing energy savings by reinvesting funds from loans or energy savings (e.g., a municipal revolving loan fund or energy savings performance contracting).
- Larger-scale installation projects may require extended time to go through the NEPA review and approval process. Be sure to schedule in ample time for this important process.
- Entities pursuing EV charging projects under this category should consider strategies to ensure equitable distribution of EV infrastructure to disadvantaged communities. Likewise, EV charging placement would ideally align with other state and federal efforts per category 7 above.

LIMITATIONS ON THE USE OF EECBG PROGRAM FUNDS

There are several limitations on the use of EECBG Program funds. Eligible entities must consult their award agreements for more information about those limitations.

Limitations for funds:

Local and tribal governments:

- Use up to 20 percent or $250,000, whichever is greater, of the grant funds for the establishment of revolving loan funds.
- Use up to 20 percent or $250,000, whichever is greater, of grant funds for the provision of sub-grants to nongovernmental organizations for the purpose of assistance with overseeing, establishing, and monitoring the EECBG Program activities of the applicant.

  Sub-granting Requirements & Notes:
  - This limitation applies only to subgrants. Sub-contracts to address specific needs of the recipient to fully implement its energy efficiency and conservation strategy are not bound by this limitation, subject to approval by DOE. However, recipients must ensure that the majority of the grant funding is used to achieve the objectives of their EECBG Program grant.
  - In addition, funding that is intended to be used for implementation of measures described in the recipients EECS and / or grant award may be passed-through a support subgrantee without counting against the limitation on subgrants.
  - All pass-through entities are responsible for administration of sub-granted funds, including flow-down requirements (i.e., award special terms & conditions), monitoring and oversight and reporting on sub-grantee activities.[27]
- Use up to 10% or $75,000 of their funds for administrative expenses (excluding the cost of the reporting requirements).[28]

States and territories:

- Are required to subgrant not less than 60% of the amount provided to the State to ineligible local governments within the state.
  - American Samoa, Guam, Hawaii, the Commonwealth of the Mariana Islands, the District of Columbia, and the U.S. Virgin Islands are exempt from the 60% sub-grant requirement.
- Use up to 10% of their funds for administrative expenses.

[27] Requirements for pass-through entities may be found in 2 CFR 200.332.

[28] Grantees should use their established definitions of "administrative expenses". States may not use more than 10 percent of amounts provided under the program for administrative expenses (42 USC 17155 (c)(4)). Units of local government and Indian tribes may not use more than 10 percent or $75,000, whichever is greater, for administrative expenses (42 USC 17155 (b)(3)(A)). EECBG funds may be used for compensation of employees or contractors. Whether or not the administrative cost cap applies depends on the nature of the responsibilities of the staff hired. Administrative activities are those that cannot be identified with any single program but are necessary to the general conduct of the activities of the entity organization; this could include such items as the overall direction of the organization, record keeping, budgeting, and business management.

Programs or Activities Using American Recovery and Reinvestment Act (ARRA) funds:
For recipients that are administering programs or activities through EECBG Program funds received under ARRA, such as financing programs, the ARRA prohibitions on use of funds still apply. Specifically, ARRA prohibits, without exception, the use of funds for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool. Any buildings or infrastructure supporting the above establishments are also ineligible.

Questions regarding the eligibility of a specific activity, measure, or program under the EECBG Program should directed to the EECBG Program Project Officer assigned to your award.

/s/ Michael Li

Michael Li
Acting Deputy Director, Community Energy Programs
Office of State and Community Energy Programs

RESOLUTION NO. R24-092

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE CITY'S APPLICATION FOR THE DEPARTMENT OF ENERGY'S ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM; AUTHORIZING THE CITY MANAGER, IF AWARDED, TO ACCEPT THE GRANT AND EXECUTE ALL THE RELATED GRANT DOCUMENTS AND AMENDMENTS THAT DO NOT INCREASE THE CITY'S FINANCIAL OBLIGATIONS, SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Department of Energy's Energy Efficiency and Conservation Block Grant Program's purpose is to assist eligible state, local, and tribal governments in implementing strategies to:

- Reduce fossil fuel emissions in a manner that is environmentally sustainable and, to the maximum extent practicable, maximizes benefits for local and regional communities;
- Reduce the total energy use of the eligible entities;
- Improve energy efficiency in the transportation sector, the building sector, and other appropriate sectors; and
- Build a clean and equitable energy economy that prioritizes disadvantaged communities and promotes equity and inclusion in workforce opportunities and deployment activities, consistent with the Justice40 Initiative; and

WHEREAS, entities may develop various programs and projects that address one or more of the purposes, and each activity an entity undertakes is not required to meet all the stated purposes. Entities may choose from a range of eligible activities, as defined in section 544 of EISA3 as amended by section 40552(a) of the IIJA (Public Law 117-58); and

WHEREAS, the City's Public Works Department is applying for the Energy Efficiency and Conservation Block Grant Program, requesting grant funding of $134,990, with no City match requirement; and

WHEREAS, the City intends to use the Grant funds for needed resources to support the Boynton Beach Street Lighting Retrofit Program. The project will support the retrofit of street

lighting to LED on Ocean Avenue and surrounding areas; and

WHEREAS, upon recommendation of staff, the City Commission finds it in the best interest of the citizens and residents of the City of Boynton Beach to ratify the grant application to the Department of Energy's Energy Efficiency and Conservation Block Grant Program with no City match requirement; ratify the City Manager's execution of the application, and if awarded, authorize the City Manager to execute the Grant Agreement and any amendments to the Grant Agreement that do not increase the City's financial obligations, subject to review for legal sufficiency by the office of the City Attorney; and further authorize the City Manager to take all administrative and budgetary actions necessary to implement the grant.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. The City Commission ratifies the grant application submitted to the Department of Energy's Energy Efficiency and Conservation Block Grant Program with no City match requirement; ratifies the City Manager's execution of the application, and if awarded, authorizes the City Manager to execute the Grant Agreement and any amendments to the Grant Agreement that do not increase the City's financial obligations, subject to review for legal sufficiency by the office of the City Attorney; and further authorize the City Manager to take all administrative and budgetary actions necessary to implement the grant.

SECTION 3. This Resolution shall take effect as provided by law.

[signatures on following page]

PASSED AND ADOPTED this 7th day of May 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Aimee Kelley	✓	
Commissioner – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	
VOTE	5-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

APPROVED AS TO FORM:

Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-213- Authorizing the Mayor to sign releases of code enforcement liens.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-213.

Explanation of Request: Section 162.09(3), Florida Statutes, provides that code compliance liens run in favor of the local governing body, and the local governing body may agree to satisfy or release code compliance liens.

When a property owner remits payment for a code enforcement lien in full or pays City-established administrative fees for a partial release of lien, a release of lien is required to clear title to the real property encumbered by the lien.

The Attorney General has concluded that a local governing body, such as the City Commission, may delegate its authority to execute satisfactions or releases of code enforcement liens so long as such delegation does not result in a complete divestiture of such liens by the City Commission to a private party.

This resolution authorizes the Mayor to execute full and partial releases of code enforcement liens when the applicable fines or fees have been paid to the City.

How will this affect city programs or services? The release of code enforcement liens is important as these liens can involve properties that are often subject to real estate transactions.

Fiscal Impact: None

Attachments:
R24-213_Resolution_XXX_Authorizing_the_Mayor_to_Execute_Code_Enforcement_Releases_of_

RESOLUTION NO. 24-213

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AND RECORD RELEASES OR PARTIAL RELEASES OF CODE ENFORCEMENT LIENS UPON FULL PAYMENT OF THE LIEN AND/OR THE APPLICABLE ADMINISTRATIVE FEES, SUBJECT TO REVIEW AND APPROVAL BY THE CITY ATTORNEY'S OFFICE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 162.09(3), Florida Statutes, provides that code compliance liens run in favor of the local governing body, and the local governing body may agree to satisfy or release code compliance liens; and

WHEREAS, when a property owner remits payment for a code enforcement lien in full or pays City-established administrative fees for a partial release of lien, a release of lien is required to clear title to the real property encumbered by the lien; and

WHEREAS, the Attorney General has concluded that a local governing body, such as the City Commission, may delegate its authority to execute satisfactions or releases of code enforcement liens so long as such delegation does not result in a complete divestiture of such liens by the City Commission to a private party; and

WHEREAS, pursuant to section 166.021, Florida Statutes, the City of Boynton Beach through its home rule powers may exercise any power for municipal purposes except those expressly prohibited by law; and

WHEREAS, the City Commission desires to delegate authority to the Mayor to execute releases and partial releases of code enforcement liens upon full payment of the lien and/or the applicable administrative fee, or, in the Mayor's absence, the Vice Mayor, or in the Vice Mayor's

absence, a Commissioner in the order of their districts, subject to the approval of the City Attorney's Office.

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 authorizes the Mayor to execute and record releases of lien or partial releases of lien upon full payment of the lien and/or the applicable administrative fees, subject to approval of the City Attorney's Office.

Section 3. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Section 4. 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 5. That this Resolution shall become effective immediately upon passage by the City Commission.

(Signatures on the following page)

PASSED AND ADOPTED this ___ day of _____, 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-214- Approving and authorizing the mayor to sign a Mural Artist Agreement with Blythe Armstrong for a visual art design entryway feature for the Historic Barton Cemetery as part of the Unity Project in an amount not to exceed $5,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-214.

Explanation of Request: As part of the Mellon Foundation approved grant, the City selected an artist to design an entryway feature for the Historic Barton Cemetery. The chosen artist, Blythe Armstrong, a Boynton Beach resident and visual artist, was selected by the Art Advisory Board on August 8th, via a "Call to Artist" platform.

How will this affect city programs or services? This innovative art project will permanently enhance and beautify the Historic Barton Memorial Park Cemetery with a unique entryway design.

Fiscal Impact: The Mellon Foundation awarded the City of Boynton Beach, in total, $100,000 to support various artist fees and public programming for the Unity Project of which the Barton Cemetery entryway is included as one of the projects. The design artist fee for the Barton Cemetery entryway is allocated for $5,000.

Attachments:
R24-214 Agenda_Item_2134-2023_Resolution_for_Blythe_Armstrong_Artist_Agmt.docx
Exhibit A to Resolution - Armstrong_Public_Art_Artist_Agreement_-_Barton_Cemetery_Design.pdf
Exhibit A to Agmt - Barton Cemetery Entryway - September 23, 2024.pptx
R23-130 Mellon Grant Approval.pdf

RESOLUTION NO. R24-214

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A MURAL ARTIST AGREEMENT WITH BLYTHE ARMSTRONG FOR A VISUAL ART DESIGN ENTRYWAY FEATURE FOR THE HISTORIC BARTON CEMETERY AS PART OF THE UNITY PROJECT IN AN AMOUNT NOT TO EXCEED $5,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City issued a Call to Artists for artists to create a visual art design entryway feature for the Historic Barton Cemetery as part of the Unity Project at 561 NW 12th Ave, Boynton Beach, FL 33435 (the "Project"); and

WHEREAS, the Artist responded to the Call to Artists and was selected by the City's Art Advisory Board ("AAB") to create an Artwork design for the Project in conformance with the Project criteria set forth in the Call to Artists; and

WHEREAS, the City and Artist desire to execute an agreement establishing the rights and responsibilities of the parties with respect to the Artwork and ownership; 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 Mural Artist Agreement with Blythe Armstrong for a visual art design entryway feature for the Historic Barton Cemetery as part of the Unity Project in an amount not to exceed $5,000.

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 a Mural Artist Agreement between Blythe Armstrong and the City for a visual art design entryway feature for the Historic Barton Cemetery as part of the Unity Project in an amount not to exceed $5,000 (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. One fully-executed original of the Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully-executed Agreement shall be provided to Kelly Armstead to forward to the Artist.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

MURAL ARTIST AGREEMENT

Contract No. _____

This Agreement is made by and between the **City of Boynton Beach, Florida**, a Florida municipal corporation, with a physical address of 100 East Ocean Avenue, Boynton Beach, Florida 33435 and a mailing address of P.O. Box 310, Boynton Beach, Florida 33425 (the "City") and **Blythe Armstrong**, with an address of 8813 Morgan Landing Way, Boynton Beach, FL 33473 (the "Artist").

WITNESSETH

WHEREAS, the City issued a Call to Artists for artists to create a visual art design entryway feature (for the Historic Barton Cemetery as part of the Unity Project") at 561 NW 12th Ave, Boynton Beach, FL 33435 (the "Project"); and

WHEREAS, the Artist responded to the Call to Artists and was selected by the City's Art Advisory Board ("AAB") to create an Artwork design for the Project in conformance with the Project criteria set forth in the Call to Artists; and

WHEREAS, the City and Artist desire to execute an agreement establishing the rights and responsibilities of the parties with respect to the Artwork, and ownership.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter set forth and of the faithful performance of as such covenants and conditions, the City and Artist do hereby agree as follows:

1. Recitals. The recitals set forth above are hereby incorporated into this Agreement as if fully set forth herein.

2. Representatives.

a. The Artist's Representative for this Agreement shall be the Artist.
b. The City's Representative and Project Manager shall be Kelly Armstead. Any work performed by the Artist without proper authorization from the City is performed at the Artist's risk and the City shall have no obligation to compensate the Artist for such work.

3. Scope of Services.

3.1 Services. The Artist shall perform or provide all design approved by the AAB, Historic Preservation Board and the City Commission as generally described in Artist's final concept

proposal, a copy of which is attached as Exhibit A and incorporated herein by reference. Artist shall comply with the City's Mural Guidelines, AAB Guidelines, requirements of the Call to Artist, and any other applicable laws, codes, rules, regulations, or ordinances of any federal, state, county, municipal, or other governmental entity applicable to Artist's services. Upon completion of the Project, the Artist shall present the Artwork and all other required documentation, including the Final Release, to the City's Representative for approval and acceptance ("Final Acceptance"). The Artist's services shall not be considered complete until Final Acceptance by the City's Representative.

3.2 Review of Design, Equipment, and Materials. The Artist shall prepare or cause to be prepared, all plans, specifications, drawings or other graphic materials as required and shall submit same to the City. The City will review and/or inspect the materials and equipment to ensure that the Artwork and installation will comply with the Florida Building Code, wind loading, foundation requirements, and electrical, lighting requirements, if any.

3.3 Permits. The City shall research and obtain any necessary permits required by the City for the installation of the Artwork.

3.4 Safety Compliance. The City shall adhere to the safety requirements outlined in Occupation Safety and Health Administration (OSHA) https://www.osha.gov/ while working on site.

3.5 Final Documents. Upon installation of the Artwork, the Artist shall deliver photographs of the completed Artwork, and any relevant literature on paint materials, names of products and manufacturers, names of paint colors, and other documents relevant to the Artwork to the City's Project Manager. Digital photographs shall be colored jpegs and include the name of the Artist, title of the Artwork, and location, medium, and dimension of the Artwork.

3.6 Special Events. The Artist may attend any "Ribbon Cutting" or "Grand Opening" events coordinated by the City. The City will provide the Artist with two (2) weeks advance notice of any such scheduled event.

4. Compensation.

4.1 Artist Fee. The City shall pay the Artist a fixed artist fee of Five Thousand Dollars ($5,000.00) under this Agreement.

4.2 Payment. Upon final design approval from the City Commission, the Artist shall submit an invoice for full payment. Upon Project completion, Artist shall submit an invoice for all services performed. The City shall review all invoices for approval and shall pay all approved and proper invoices within 45 days, in accordance with the Section 218.70, Florida Statutes, Florida Local Government Prompt Payment Act.

5. Conduct of Work.

5.1 Time of Performance. Services by the Artist and the Artist's subcontractors in connection with the Artwork shall commence upon Artist's receipt of a fully-executed original of this Agreement.

6. Warranties.

6.1 Warranty of Title. The Artist warrants that the Artwork in this Agreement shall be the result of the artistic effort of the Artist and that, unless otherwise stipulated, the Artwork shall be a unique edition of one.

6.2 Risk of Loss. The Artist shall bear the full risk of loss of, or damage to, the Artwork until all services have been completed and the Artwork is accepted by the City.

7. Assignment and Subcontracting. A material element of this Agreement is the personal skill, judgment and creativity of the Artist. Therefore, the Artist shall not assign, transfer or subcontract the creative and/or artistic portions of the Artwork to another party without the express prior written approval of the City.

8. Rights Regarding Artwork.

8.1 Copyright. It is understood and agreed that the Artist shall at all times retain ownership to all copyright.

8.2 Right of Ownership. Title to the completed physical Artwork shall vest in the City. Upon receipt of final payment, Artist shall transfer all rights of ownership in the Artwork to City. Artist specifically waives and releases all rights, including all rights of attribution, integrity, replication, distribution, or reproduction, which Artist may have in the Artwork as provided by 17 U.S.C. §§106A and 113(d). The Artist acknowledges and affirms that pursuant to 17 U.S.C. §106A(e), such waiver and release shall be effective as to any and all uses foreseeable and unforeseeable for which such Artwork might be subject. The Artist reserves all other copyrights under 17 U.S.C. §101, et seq. Artist waives and assigns to City all other rights in the Artwork. Artist represents to City that the Artist alone is possessed of the rights transferred or waived above and that Artist is lawfully entitled to transfer or waive all such rights.

Upon Final Acceptance, the Artist shall grant to City a perpetual license to all copyrights and the rights to display photographs, representations and use of the graphic images of the Artwork for the benefit of City such as marketing or promotional materials. Advertising and promotional use shall be defined as the worldwide placement of the graphic image in advertisement / creative / design featuring the Artwork in any media, including, but not limited to, PowerPoint, billboards, print publications, websites, social media, marketing collaterals, and annual and interim reports.

8.3 Attribution. Notwithstanding the foregoing, the City agrees to attribute the Artwork to Artist in any materials published by or licensed by the City referencing said work, and at the installation site. All reproductions by the City shall contain a credit to the Artist as follows: *Blythe Armstrong, Unity Project -Barton Cemetery Entryway Design Artist, 2024.* Similarly, Artist shall

acknowledge City as follows: *City of Boynton Beach Public Art Collection*, in all of Artist's reproductions of images of the Artwork.

8.4 The Artist expressly waives Artist's Visual Artists Rights Act (VARA) rights as to removal or destruction of the Artwork.

8.5 During the performance of this Agreement and prior to the completion of the Project, the Artist specifically grants to the City the right to make presentations of the Artwork in progress and/or to photograph or otherwise reproduce faithful images of the Artwork in progress for presentational purposes. Presentation(s) of the Artwork in progress to City officials/employees and/or the public may be conducted by the City's Representative or his/her designee without specific approval of the Artist.

9. Insurance. (**NOT APPLICABLE – CITY WILL COVER MANUFACTURING INSURANCE**)

9.1 Artist shall obtain and keep in force at all times during the term of this Agreement, a policy or policies of public liability and property damage insurance, protecting the City, its commissioners, officers, employees, and agents against any and all liability due to death, injury, or damage to property arising out of, or any way incidental to the creation and installation of the Artwork. Artist agrees to provide the policy or policies in comprehensive form in an amount of not less than One Million Dollar ($1,000,000.00) combined single limit, per occurrence, bodily injury, including death and property damage with an aggregate limit of no less than Two Million Dollars ($2,000,000). The insurance policy shall also contain broad form contractual coverage applicable to this Agreement and shall specifically include the indemnification clause contained in this Agreement, with minimum limits not less than that required for bodily injury and property damage.

9.2 Additional Insured. Artist must provide that the "*City of Boynton Beach, its commissioners, officers, employees, and agents"* are listed as additional insureds on all required policies. A certificate of insurance evidencing compliance with the requirements of this section shall be submitted to City not less than five (5) calendar days prior to the commencement of Artist's work under this Agreement.

10. Term and Termination.

10.1 Length of Term and Commencement Date. This Agreement shall take effect upon execution by both parties ("Commencement Date") and remain in effect until such time that the Artwork is removed, unless terminated earlier, as provided herein.

10.2 Termination for Cause. This Agreement may be terminated by either party should the other party fail to perform its obligations and such failure continues for more than thirty (30) days after written notice from the other party specifying wherein the party has failed to perform.

10.3 Termination for Convenience. The City may terminate this agreement without cause upon ten (10) days written notice to Artist.

10.4 Procedure upon Termination. If this Agreement is terminated for cause by either party, the Artist shall be entitled to payment only for that portion of the Artwork that is completed at the time of notice of termination. The percentage of completion shall be determined by the City's Project Manager, in their sole discretion. Additionally, if this Agreement is terminated for cause by the City, payment to Artist shall be reduced by the amount equal to any additional costs incurred by the City as a result of the termination. If this Agreement is terminated for convenience by the City, the Artist shall be entitled to payment for that portion of the Artwork that is completed at the time of termination.

11. Miscellaneous

11.1 Publicity and News Releases. The Artist shall not, during the term of this Agreement, disseminate publicity or news releases or submit for awards regarding the Artwork without prior written approval from the City's Public Affairs Director and Project Manager. In accordance with Section 8.3, all reproduction by the City shall contain a credit to the Artist.

11.2 Pledge of Credit. The Artist shall not pledge the City's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Artist further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

11.3 Federal and State Taxes. The Artist shall not be exempt from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Artist authorized to use the City's Tax Exemption Number in securing such materials. The Artist shall be responsible for payment of all federal, state, and local taxes and fees incurred in connection with this Agreement.

11.4 Notices. All communications relating to the day-to-day activities shall be exchanged between the Artist and the City's Representative. Any notices, reports, or other written communications required of the Artist by this Agreement shall be considered delivered when posted to the City or delivered in person to the City Manager. Any notices, reports, or other communications required of the City by this Agreement shall be considered delivered three (3) days after the notice is posted or the day the notice is posted to the Artist at the last address left on file with the City, or delivered in person to Artist. Until changed by notice in writing, all notices required under the terms of this Agreement shall be sent to the following:

To the Artist:
Blythe Armstrong
8813 Morgan Landing Way
Boynton Beach, FL 33473
Email: bly.armstrong@gmail.com

To the City:
City of Boynton Beach
Attn: City Manager

P.O. Box 310
Boynton Beach, FL 33425

The Artist shall notify the City of changes of address, telephone or fax numbers and failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of those provisions of this Agreement that require the express approval of the Artist.

11.5 Severability. If any term of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

11.6 Indemnification. The Artist warrants that the design of the Artwork does not infringe upon any other person or entity's copyright or rights or artistic property, nor, to the Artist's knowledge, do they violate the rights or privacy of any person or entity. The Artist agrees to indemnify the City against any final judgment for damages in any lawsuit, court settlement, or other agreed settlement with any other party based on actual breach of the Artist's warranties or representations in this section. The Artist hereby agrees to defend and indemnify the City, its officers, employees, and agents, and hold it harmless from and against all claims and damages arising out of any act, omission, or any wrongful or negligent act of the Artist, damage to property or the environment, or bodily injury arising out of or incident or in connection with the Artist's performance under this Agreement, to the extent caused by Artist's negligence, recklessness or intentional wrongful misconduct. This indemnification shall continue indefinitely, and survive the cancellation, termination, expiration, lapse, or suspension of this Agreement.

11.7 Governing Law; Venue; Litigation. This Agreement shall be construed and interpreted, and the rights of the parties determined, in accordance with Florida law. The Artist and City Submit to the jurisdiction of Florida courts and the federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be in exclusively in Palm Beach County, Florida, or the Federal Southern District of Florida. Artist agrees to waive all defenses to any suit filed in Florida based on improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

11.8 Public Records. Artist shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, Contractor shall:

a. Keep and maintain public records required by the City in order to perform the services;

b. Upon request from the City's custodian of public records, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of

the contract term and following completion of the contract if the Artist does not transfer the records to the City; and

d. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Artist, or keep and maintain public records required by the City to perform the service. If the Artist transfers all public records to the City upon completion of the contract, the Artist shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Artist keeps and maintains public records upon completion of the contract, the Artist shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

e. The failure of Artist to comply with the provisions set forth in the Agreement shall constitute a default and breach of the Agreement, for which, the City may terminate the Agreement. Failure to comply with said statutory requirements may subject Artist to penalties under section 119.10, Florida Statutes, as amended.

IF THE ARTIST HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ARTIST'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK, WHO IS THE CITY'S CUSTODIAN OF PUBLIC RECORDS, AT CITY CLERK, P.O. BOX 310, BOYNTON BEACH, FLORIDA, 33425, 561-742-6061, CITYCLERK@BBFL.US.

11.9 No Solicitation. The Artist represents and certifies that Artist has not employed or retained any person employed by the City to solicit or secure this Agreement and has not offered to pay, paid or agreed to pay any person employed by the City, or City official, any fee, commission, percentage, brokerage fee or gift of any kind contingent upon or resulting from the award of this Agreement.

11.10 Public Entity Crimes Act. In accordance with Fla. Stat. Sec. 287.134, Artist certifies that Artist, its affiliates, suppliers, subcontractors and contractors who will perform under this Agreement have not been placed on the Convicted Vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date of this Agreement and that execution of the Agreement will not violate the statute. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

11.11 Scrutinized Companies Lists. Pursuant to Fla. Stat. Sec. 287.135, Artist represents that Artist is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel.

11.12 Verification of Employment Eligibility. Artist represents that Artist and each subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry

into this Agreement will not violate that statute. If Artist violates this section, City may immediately terminate this Agreement for cause and Artist shall be liable for all costs incurred by City due to the termination.

11.13 Independent Contractor. The Artist is an independent contractor and nothing in this Agreement shall be construed to constitute the Artist as an employee, agent, or representative of the City. The Artist shall not be supervised by an employee or agent of the City.

11.14 Examination of Books and Records. The Artist and City shall maintain books and records as are necessary to account fully and completely for this Agreement. Such books and

records shall be maintained for at least three (3) years following the end of the Agreement. The Artist and City shall have the right to examine said records for any purpose reasonably related to the Agreement.

11.15 Force Majeure. Due to the very nature of unforeseen and unavoidable fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, riots, civil commotion, malicious mischief, acts of God, or any unforeseeable event (a "Force Majeure Event") that are beyond the parties reasonable control, whether or not the same is herein specified, a party to this Agreement shall not be held responsible for or liable to the other for any unavoidable loss, damage or delay caused by same. Should a Force Majeure Event occur, the parties shall use their best efforts to overcome and mitigate any and all resulting losses, damages or delays and to resume as soon as reasonably possible the normal pursuit and schedule of the Services.

11.16 No Waiver of Sovereign Immunity. Nothing in the Agreement shall be construed to affect in any way the City's rights, privileges, and immunities, including the monetary limitations of liability, as set forth in section 768.28, Florida Statutes and nothing herein shall be construed as a waiver by the City of its sovereign immunity protections.

11.17 Entirety of Agreement. This Agreement and the Exhibits attached hereto, constitute all agreements, conditions, and understandings between the parties hereto concerning the subject matter of this Agreement. All representations, either oral or written, shall be deemed merged into this Agreement. No alteration, change, or modification of the terms of the Agreement shall be valid unless made in writing and signed by both parties hereto.

IN WITNESS WHEREOF, this Agreement has been fully executed on behalf of the parties hereto by its duly authorized representatives, as of the date last set forth below.

ARTIST

By: _____

Name: Blythe Armstrong
Date: 8/19/24

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

Attest: _____
City Clerk

Date: _____, 2024.

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: _____

Scanned with CamScanner

11.15



Barton Memorial Cemetery
Entryway Feature

Funded by the Mellon Foundation (Unity Project)

HISTORIC BARTON MEMORIAL PARK CEMETERY

Public Art Location – 561 NW 12th Ave

The City received a grant for an innovative art project to design an entryway feature for the Historic Barton Memorial Park Cemetery. Two candidates were selected from a “call to artist” and invited to make a presentation at the Art Advisory Board meeting on August 8, 2024. The selected design winner is *Blythe Armstrong* and she will receive a $5,000 honorarium.



HISTORIC BARTON MEMORIAL PARK CEMETERY

Art Design Entryway Proposal – Blythe Armstrong

Symbolism and local iconography

Pineapples (history, hospitality)

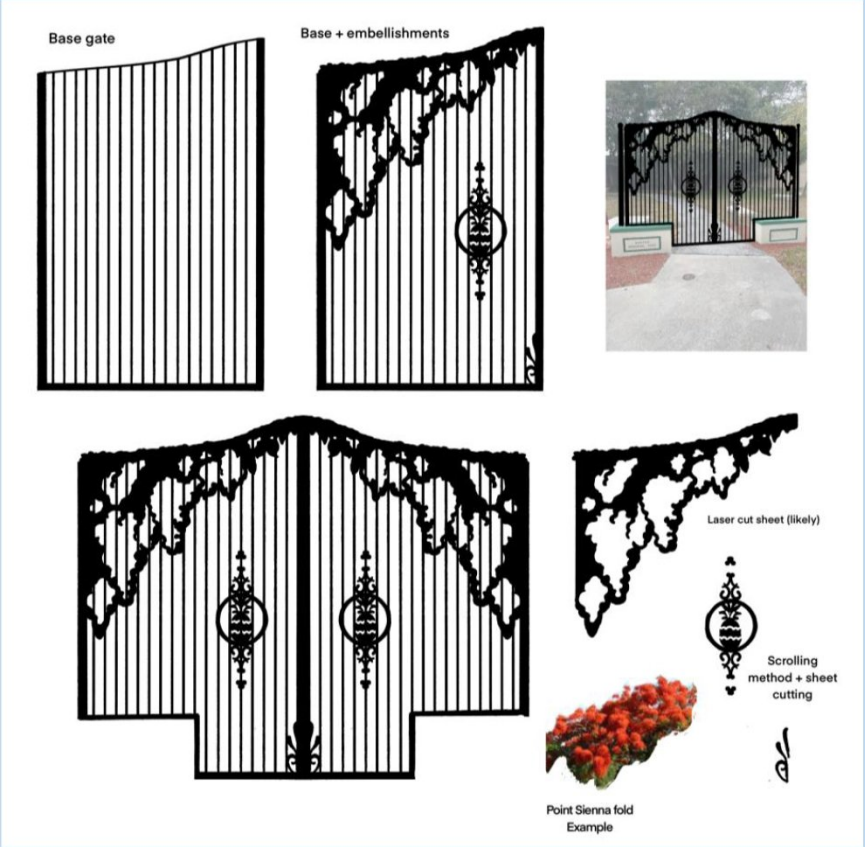
Point Sienna (rest)

Paradise

Option A: Gate doors swing in while positioned directly on top of the block/pillars

Option B: Gate affixed to two posts behind the blocks, swing in to open

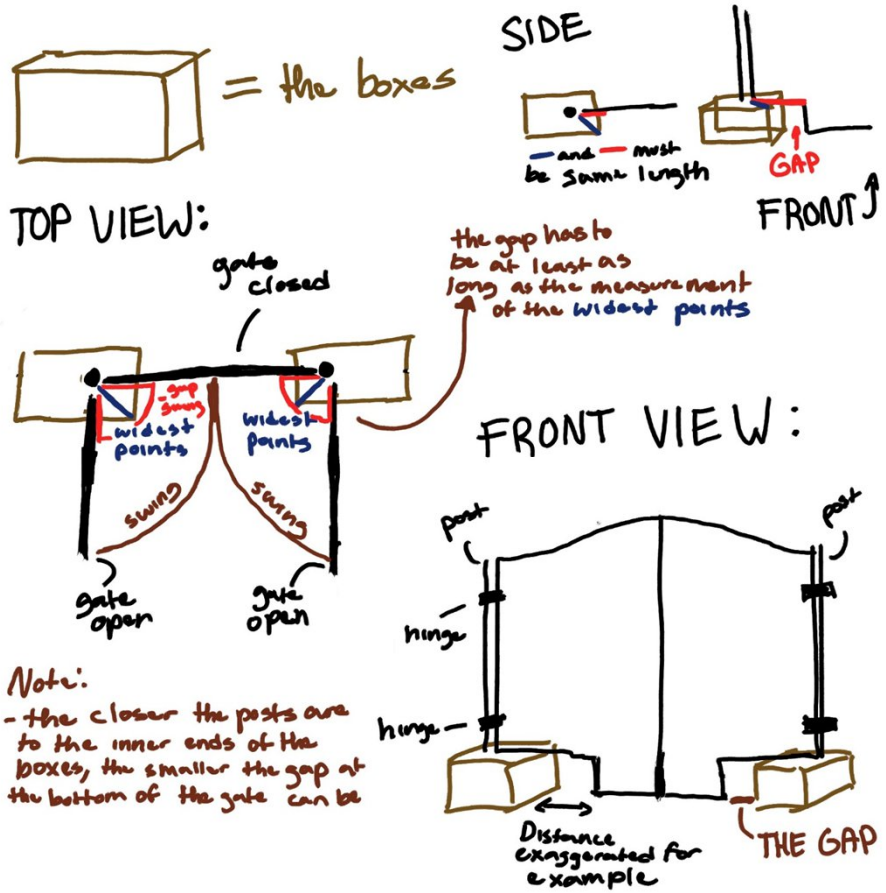
Option C: Sliding gate



HISTORIC BARTON MEMORIAL PARK CEMETERY

Art Design Entryway Proposal – Blythe Armstrong

Option A Gate Mechanisms: For the gate to be able to fully open while being on the blocks it needs to have a gap on the outer ends of the base of the gate. The measurement of the distance from the widest set of points (shown in blue) must be the same (or slightly larger) as the length of the gap (shown in red) at the base of the gate.



HISTORIC BARTON MEMORIAL PARK CEMETERY
Art Design Entryway Proposal – Blythe Armstrong

Next Steps

- Attend Art Advisory Board meeting on Thursday, September 12, 2024 at 6:30 PM for final board approval

- Present proposal during October 1, 2024 City Commission Meeting for final City approval on the proposed design

RESOLUTION NO. R23-130

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE CITY MANAGER TO SIGN THE GRANT AGREEMENT FOR THE $100,000 HUMANITIES IN PLACE GRANT AWARDED TO THE CITY OF BOYNTON BEACH FROM THE MELLON FOUNDATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 23rd, 2023, the City of Boynton Beach submitted a grant application to the Mellon Foundation to support the Unity Project; and

WHEREAS, the Unity Project is an innovative art collaboration between the community of Boynton Beach, the Public Art department, and artists to commemorate the 100 years since the passage of Ordinance 37 which mandated residential segregation in Boynton Beach; and

WHEREAS, on July 31, 2023, The Mellon Foundation approved a grant of $100,000.00 to support artist fees and public programming for the project; and

WHEREAS, upon recommendation of staff, the City Commission has determined that it is in the best interests of the residents of the City to authorize the City Manager to sign the Grant Agreement for the $100,000 Humanities in Place grant awarded to the City of Boynton Beach from the Mellon Foundation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby

approve and authorize the City Manager to sign the Grant Agreement for the $100,000 Humanities in Place grant awarded to the City of Boynton Beach from the Mellon Foundation, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A".

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 5th day of September, 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:

David N. Tolces
Interim City Attorney

DocuSign Envelope ID: F503D854-167C-4FDA-B0D1-260FDD104641

Mellon Foundation

July 28, 2023

Daniel Dugger
City Manager
City of Boynton Beach
100 East Ocean Avenue
Boynton Beach, Florida 33435

Dear Daniel Dugger:

The Andrew W. Mellon Foundation (the "Foundation") is pleased to inform you that we have approved a grant of $100,000 to the City of Boynton Beach ("your organization"), for use over 12 months, to support artist fees and public programming for The Unity Project, in accordance with the proposal finalized on July 13, 2023 (the "Proposal", and collectively the "Project"). We ask that all future correspondence regarding the grant use the reference number 2212-14459. In accepting these funds, your organization agrees to comply with the following terms.

Use of Funds. Under United States law, Foundation grant funds may be used only for charitable, scientific, literary, or educational purposes. Your organization agrees that the grant funds will be used exclusively for the purposes described in your organization's Proposal and the approved budget. Your organization agrees to obtain the Foundation's prior approval for any material changes to the grant terms. The Foundation also expects that the funds will be managed in a prudent manner that is consistent with the purposes and term of the grant. Any grant funds not expended or committed for the purposes of the grant, or within the grant period stated above, will be returned to the Foundation unless otherwise agreed by the Foundation.

The grant award is made to the City of Boynton Beach and may not be transferred or assigned without the advance written approval of the Foundation.

Payment Terms. Payment of grant funds will be made in accordance with the attached payment schedule after the Foundation receives the countersigned version of this agreement.

Grant Reports. Your organization will report to the Foundation on the progress of the grant through narrative and financial reports according to the attached report schedule. Each financial report should provide an accounting of the expenditures of grant funds. If the grant involves work undertaken by collaborating institutions, your organization is responsible for reporting on the activities and expenditures of the collaborating organizations.

Grant Work Products and Project Documentation. To ensure that your organization will have sufficient legal rights to carry out the Project, your organization confirms that all copyright interests in materials produced as a result of this grant ("Grant Work Products") will either be owned by (a) your organization or (b) one or more third parties (e.g., artist(s), scholar(s), collaborator(s)) who have conveyed in writing sufficient rights and permissions for use of the Grant Work Products in connection with the Project. Your organization will obtain all other necessary rights and permissions for the supported work so that the grant activities and use of Grant Work Products (in accordance with any terms of use set by your organization), including any use by the Foundation of Grant Work Products and Project Documentation (defined below) authorized in this agreement, will not infringe on or violate the intellectual property, publicity, privacy, or other rights of any person.

Your organization agrees to make final Grant Work Products available, as described in the Proposal, for educational or charitable purposes.

As described in the Proposal, your organization plans to document the grant activities with visuals, photographs, audio, other media products, and/or archival materials ("Project Documentation") and agrees to provide the Foundation with copies of Project Documentation with your organization's grant reports or at other times during the grant term. The Foundation also welcomes receiving copies of depictions of earlier iterations of the Project and stock promotional imagery of your organization which shall also be treated as Project Documentation under this Agreement.

Further, your organization grants to the Foundation a free, non-exclusive, irrevocable, sublicensable, worldwide license of all rights under copyright to use (1) final Grant Work Products intended for a public audience, and (2) Project Documentation provided by your organization to the Foundation, in each case only to promote the Project or for the Foundation's charitable purposes, including on the Foundation's website, social media platforms, and all other mediums.

Grant Disclosure and Publicity. The Foundation will include summary information about this grant in its annual report and other similar public reports, tax returns, and public grants database, and may share such summary information in response to inquiries or elsewhere. The Foundation may also promote this grant on its website and social media channels, and in press releases, newsletters, and other public communications and media products; any promotional content which discusses the grant in detail and/or narrative form will be shared with your organization in advance for input.

If you wish to make your own press announcement that includes the Foundation's name or logo, please consult with the Foundation's Communications Department in advance by contacting media@mellon.org.

Grantee Control of Funds. Your organization confirms that, while the Foundation is providing support for the Project, your organization retains full discretion and control of the conduct of the Project, including over the process of selecting any persons or organizations (such as employees, independent contractors, consultants, vendors, secondary grantees, or other Project participants) to carry out the purposes of this grant. Accordingly, your organization acknowledges that the Foundation will not be responsible for any actions of your organization regarding the Project.

Recordkeeping. Grantees are required to retain accounting records, detailing all receipts and expenditures of grant funds, for three years following submission of the final grant report. The Foundation reserves the right to conduct audits, including on-site audits with reasonable notice, at any time during the term of the grant, and within three years after completion of the grant. Your organization agrees to cooperate in the audit and provide information to the Foundation or its representatives as necessary.

Organizational Tax Status. Your organization certifies that it is a government entity or instrumentality. Your organization will advise the Foundation immediately if there is any change in that status or in its organizing documents.

Limitations on Lobbying and Political Activity. Your organization confirms that Foundation grant funds will not be used by your organization:

a) To conduct lobbying or otherwise attempt to influence legislation (within the meaning of Internal Revenue Code Section 4945(d)(1)); or
b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (as prohibited under Internal Revenue Code Section 4945(d)(2)).

Compliance with Laws. In carrying out the Project, your organization will comply with all applicable local, state, federal, and international laws, regulations, and rules, including data privacy and intellectual property laws.

Workplace Conduct Standards. The Foundation gives high priority to the realization of equality of opportunity for all members of society. Accordingly, the Foundation expects that your organization seeks to foster a workplace that is free from discrimination, harassment, and workplace misconduct; takes appropriate affirmative steps to encourage equal employment opportunities for women and underrepresented groups to the fullest extent allowable under applicable law; and has established appropriate policies and procedures for training staff, receiving and addressing

complaints regarding sexual harassment and other forms of workplace misconduct, and prohibiting retaliation against persons who make good faith complaints.

Notification and Cooperation. Your organization agrees to promptly notify the Foundation of any of the following: (1) significant organizational changes during the term of the grant, including, but not limited to, changes in key personnel and changes in tax status, (2) unless prohibited by law, (a) reported concerns about the legality or propriety of the grant activities or use of Foundation funds, and (b) the filing of a claim in any court or with any governmental agency alleging: (i) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of your organization related to, or that may have an impact on, the Project; (ii) financial impropriety by your organization related to, or that may have an impact on, the Project; or (iii) breach of fiduciary obligations by senior leadership or the board of your organization related to, or that may have an impact on, the Project.

In the event the Foundation learns of allegations of impropriety, illegality, or workplace misconduct through notification by your organization or third parties, your organization agrees, to the extent legally permitted, to cooperate with reasonable requests of the Foundation to understand your organization's policies, procedures, and practices, including what steps were taken in response to the allegations.

Right to Discontinue Funding and Require Return of Funds. The Foundation reserves the right to modify the grant, discontinue funding, or terminate the grant at any time if (1) your organization fails to materially comply with the terms of this agreement, (2) any statements, representations, certifications, or documents provided by your organization are later determined to be false or materially misleading, or (3) the Foundation determines, in its reasonable judgement, that your organization has become unable to carry out the purpose of the grant as stated in this agreement. In any such event, your organization agrees, at the Foundation's request, to repay the unexpended grant funds and grant funds that have not been used in furtherance of the purposes of the Project, or redirect them to another organization chosen by the Foundation to carry out the purposes of the grant.

Choice of Law and Jurisdiction. This Agreement will be governed by the laws of the State of New York, without giving effect to its conflict of law principles. The Parties consent to jurisdiction of any suit with respect to this Agreement in New York County, New York.

We ask that the City of Boynton Beach indicates its consent to these terms by having an individual with corporate authority sign below. The Foundation will not make payments on this grant until we have received a complete, countersigned copy of this agreement. Please keep a copy for your files.

On behalf of the Foundation, may I extend every good wish for the success of this endeavor.

Sincerely,

DocuSigned by:
DF8BB789DAF64B5...

Elizabeth Alexander
President

City of Boynton Beach

By: _____

Name: Daniel Dugger

Title: City Manager

Date: September 14, 2023

JGM/MXM

REPORTING AND PAYMENT SCHEDULE

Report Schedule	
Report Type	Due Date
Final Report	10/31/2024

Payment Schedule		
Payment Amount	Scheduled Date*	Wire Transfer Details
$100,000	8/9/2023	Bank Name: Bank of America Account Number: 001611435311 Routing Number: 026009593

**Please note that payment will not be made until the Foundation receives a countersigned grant agreement. Please notify the Foundation of any changes in your organization's banking information.*

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-215- Approve Permit Application, Notice of Commencement, and Permission to Install forms submitted by Fast Signs - Lake Worth, to install a Monument Sign in front of the Boynton Beach Arts & Cultural Center.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-215.

Explanation of Request: The Arts & Cultural Center has been open to the public for more than three years. The building is currently unidentifiable due to not having outdoor signage in front of the building.

How will this affect city programs or services? By installing a monument sign citizens and visitors will be able to find the Arts & Cultural Center.

Fiscal Impact: The sign will cost $14,260.85.

Attachments:
R24-215 Agenda_item_2137-2023_Resolution_for_fastsign_forms.docx
Exhibit A to Resolution - Authorization form
Exhibit A to Resolution NOTICE OF COMMENCEMENT
Exhibit A to Resolution Building permit application
PO#241637 Fast Signs-Arts & Cultural Center Monument Sign.pdf
Boynton Arts Center - Monument Sign Proof

RESOLUTION NO. R24-215

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A BUILDING PERMIT APPLICATION, NOTICE OF COMMENCEMENT, AND PERMISSION TO INSTALL FORMS SUBMITTED BY BAXTER ADVENTURES, INC., D/B/A FASTSIGNS LAKE WORTH, TO INSTALL A MONUMENT SIGN IN FRONT OF THE BOYNTON BEACH ARTS & CULTURAL CENTER; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Art and Culture division of the City purchased a monument sign to be installed in front of the Arts and Cultural Center. In order for the installation to be completed, the City must sign the Building Permit Application, Notice of Commencement, and Permission to Install forms submitted by Baxter Adventures, Inc., d/b/a Fastsigns Lake Worth; 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 Building Permit Application, Notice of Commencement, and Permission to Install forms submitted by Baxter Adventures, Inc., d/b/a Fastsigns Lake Worth, to install a monument sign in front of the Boynton Beach Arts & Cultural Center.

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 Building Permit Application, Notice of Commencement, and Permission to Install forms submitted by Baxter Adventures, Inc., d/b/a Fastsigns Lake Worth, to install a monument sign in front of the Boynton Beach Arts & Cultural Center, 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 forms. The Mayor is further authorized to execute any ancillary documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. The executed forms shall be provided to Craig Clark for further processing.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

September 4, 2024

To: City of Boynton Beach
PO Box 310
Boynton Beach, FL 33425

RE: **Boynton Beach Arts & Cultural Center**

This letter serves as authorization for Fastsigns Lake Worth and their agents to install a sign at 125 E Ocean Ave, Boynton Beach, FL 33435. The sign has the landlord's approval.

Thank You,

Signature: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____
(Date)

by _____
(Name of person acknowledging)

who is personally known to me or has produced _____
(Type of Identification)

as identification and who did / did not take an oath.

_____ SEAL
(Signature of person taking acknowledgment)

_____
(Name of person taking acknowledgment typed, printed or stamped

Instrument Prepared By:

Name: Chris Campbell

Address: 2001 10th Ave N Ste 2
Lake Worth, FL 33461

PERMIT NUMBER: _____

NOTICE OF COMMENCEMENT

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY** (Legal description of the property & street address, if available) **TAX FOLIO NO (PCN).:** 08-43-45-28-48-004-0000

Legal Description BOYNTON BEACH TOWN SQUARE PAR 4
125 E OCEAN AVE, BOYNTON BEACH, FL 33435

2. **GENERAL DESCRIPTION OF IMPROVEMENT:** INSTALLING NON-ILLUMINATED MONUMENT AND LETTERS

3. **OWNER INFORMATION OR LESSEE INFORMATION IF THE LESSEE CONTRACTED FOR THE IMPROVEMENT:**

a. Name and address: CITY OF BOYNTON BEACH,100 E BOYNTON BCH BLVD,BOYNTON BCH, FL 33435

b. Interest in property: _____

c. Name and address of fee simple titleholder (if different from Owner listed above): _____

4. a. **CONTRACTOR'S NAME:** FASTSIGNS LAKE WORTH

Contractor's address: 2001 10TH AVE N STE 2 LAKE WORTH, FL 33461 b. Phone number: 561-439-4700

5. **SURETY** (if applicable, a copy of the payment bond is attached): a. Amount of bond: _____ b: Phone number: _____

c. Name and address: _____

6. a. **LENDER'S NAME:** _____

Lender's address: _____b. Phone number: _____

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7., Florida Statutes:

a. Name and address: _____

b. Phone numbers of designated persons: _____

8. a. In addition to himself or herself, Owner designates _____of _____to receive a copy of the Lienor's Notice as provided in Section 713.13 (1) (b), Florida Statutes.

b. Phone number of person or entity designated by Owner: _____

9. Expiration date of notice of commencement (the expiration date will be 1 year from the date of recording unless a different date is specified):_____, 20____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

_____ _____

(Signature of Owner or Lessee, or Owner's or Lessee's Authorized Officer/Director/Partner/Manager)

(Print Name and Provide Signatory's Title/Office)

State of _____ County of _____

The foregoing instrument was acknowledged before me by means of ◯ physical presence or ◯ online notarization,

this _____ day of _____, 20_____ by _____,
(name of person)

as _____ for _____.
(name of party on behalf of whom instrument was executed) **(type of authority…e.g. officer, trustee, attorney in fact)**

Personally Known ◯ or Produced Identification ◯ Type of Identification Produced _____

Notary

_____
(Signature of Notary Public)
(Print, Type, or Stamp Commissioned Name of Notary Public)

UNIVERSAL COUNTY-WIDE/MUNICIPAL BUILDING PERMIT APPLICATION FORM

January 2020 Edition

Approved for use throughout Palm Beach County and Municipalities

FOR OFFICE USE ONLY

FBC Version:_____ **Permit Type:** _____

Accepted By:_____ **Application Date**: _____

Application #:_____

1

KIND of PERMIT (CHECK ONE):

☒ **PRIMARY PERMIT**

☐ **SUB-PERMIT -** If Fee & Value of a Sub-Permit are covered under a Primary Permit, complete boxes 1, 3, 4, 5, 6 & 8 only to apply. If not covered under a Primary Permit, complete the entire application to apply.

PRIVATE PROVIDER: ☐ **PLAN REVIEW** ☐ **INSPECTIONS**

2

PROPERTY OWNER: BOYNTON BEACH CITY OF

TENANT: BOYNTON ARTS & CULTURAL CENTER

ADDRESS: 100 E BOYNTON BEACH BLVD **UNIT:** ---

CITY: BOYNTON BEACH **STATE:** FL **ZIP:** 33435

PHONE: 561-742-6392 **FAX:** ---

EMAIL: CLARKC@BBFL.US

3

TRADE (CHECK ONE):

☐ STRUCTURAL ☐ ROOFING ☐ ELECTRICAL

☐ MECHANICAL ☐ PLUMBING ☐ FIRE ☐ GAS

☒ OTHER: SIGN

PRIMARY PERMIT #: _____

4

PROJECT NAME: BOYNTON BEACH ARTS & CULTURAL CENTER

PCN: 08-43-45-28-48-004-0000

LEGAL DESCRIPTION: BOYNTON BEACH TOWN SQUARE PAR 4

PROJECT ADDRESS: 125 E OCEAN AVE

CITY: BOYNTON BEACH

5

FURTHER WORK DESCRIPTION: INSTALLING NON-ILLUMINATED MONUMENT WITH ALUMINUM LETTERS

Type of Work: ☒ New ☐ Addition ☐ Alteration ☐ Repair ☐ Demo ☐ Temporary ☐ Other

VALUE: $11,369.35 (SEE FEE SCHEDULE) PERMIT FEE: _____ (AS APPLIES) NET S.F (for SFD's): _____ (AS APPLIES)

6

☐ **OWNER BUILDER PER FL. ST. 489 (AS NAMED ABOVE, FOR CONTACT INFORMATION SEE BOX 2)**

☒ **CONTRACTOR (CERT. HOLDER):** TIMOTHY LASKOWSKI **License #:** CGC057034

DBA (COMPANY NAME): FASTSIGNS LAKE WORTH **Contact Person:** TIMOTHY LASKOWSKI

ADDRESS: 2001 10TH AVE N **STE:** 2 **CITY:** LAKE WORTH **STATE:** FL **ZIP:** 33461

PHONE: 561-439-4700 **FAX:** --- **EMAIL:** 89FASTSIGNS@GMAIL.COM

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)

Print Name: _____

NOTARY REQUIRED IF $ 2,500 OR MORE, OR FOR ALL OWNER / BUILDERS REGARDLESS OF $ VALUE STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ **day of** _____, 20_____, **by**

_____

(Name of person making statement)

_____

(Signature of Notary Public - State of Florida)

_____

(Print, Type, or Stamp Commissioned Name of Notary Public)

Physical Presence ____ **OR Online Notarization** ____

Personally Known ____ **OR Produced Identification** ____

Type of Identification Produced _____

8

_____

(Signature of Contractor)

Print Name: _____

NOTARY REQUIRED IF $ 2,500 OR MORE, OR FOR ALL OWNER / BUILDERS REGARDLESS OF $ VALUE STATE OF FLORIDA

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ **day of** _____, 20_____ **, by**

_____

(Name of person making statement)

_____

(Signature of Notary Public - State of Florida)

_____

(Print, Type, or Stamp Commissioned Name of Notary Public)

Physical Presence ____ **OR Online Notarization** ____

Personally Known ____ **OR Produced Identification** ____

Type of Identification Produced _____

FEE SIMPLE TITLEHOLDER, BONDING COMPANY, ARCHITECT/ENGINEER AND MORTGAGE LENDER INFO IS REQUIRED WHEN THE AGGREGATE VALUE (TOTAL COST OF ALL IMPROVEMENTS & NOT JUST WORK AUTHORIZED BY THE INDIVIDUAL PERMIT) IS $2,500 OR MORE (EXCEPT HVAC REPAIR /REPLACEMENT < $7500). PLEASE ADDRESS ALL ITEMS.

9

Fee Simple Titleholder's Name (If other than owner): _____

_____

Fee Simple Titleholder's Address (If other than owner): _____

_____

City: _____ State:____ Zip: _____

☐ **Same as Owner**

10

Bonding Company: _____

_____

Bonding Company Address: _____

_____

City: _____ State:____ Zip: _____

☐ **Not Applicable**

11

Architect/Engineer's Name: _____

_____

Architect/Engineer's Name Address: _____

_____

City: _____ State:____ Zip: _____

☐ **Not Applicable**

12

Mortgage Lender's Name: _____

_____

Mortgage Lender's Address: _____

_____

City: _____ State:____ Zip: _____

☐ **Not Applicable**

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION.

NOTICE TO CONTRACTOR: FOR A DIRECT CONTRACT GREATER THAN $2,500 (EXCEPT FOR HVAC SYSTEM REPAIR OR REPLACEMENT LESS THAN $7500), FLORIDA STATUTES REQUIRE THE APPLICANT TO FILE WITH THE ISSUING AUTHORITY, PRIOR TO THE FIRST INSPECTION, EITHER A CERTIFIED COPY OF THE RECORDED (BY OWNER) NOTICE OF COMMENCEMENT OR A NOTARIZED STATEMENT (BY OWNER) THAT THE NOTICE OF COMMENCEMENT HAS BEEN FILED FOR RECORDING, ALONG WITH A COPY THEREOF. IN THE ABSENCE OF A CERTIFIED COPY OF THE RECORDED NOTICE OF COMMENCEMENT, NO SUBSEQUENT INSPECTIONS CAN BE PERFORMED UNTIL THE APPLICANT FILES SUCH CERTIFIED COPY WITH THE ISSUING AUTHORITY. THE CERTIFIED COPY OF THE NOTICE OF COMMENCEMENT MUST CONTAIN THE NAME AND ADDRESS OF THE OWNER, THE NAME AND ADDRESS OF THE CONTRACTOR, AND THE LOCATION OR ADDRESS OF THE PROPERTY BEING IMPROVED.

IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

FOR APPLICATIONS SUBMITTED UNDER THE PRIVATE PROVIDER PROVISIONS OF F.S. SECTION 553.791, THIS APPLICATION IS NOT CONSIDERED COMPLETE OR SUFFICIENT FOR PURPOSES OF SUBMISSION TO THE BUILDING DEPARTMENT UNTIL THE APPLICANT SECURES ALL NECESSARY APPROVALS FROM OTHER DEPARTMENTS OR AGENCIES INCLUDING, BUT NOT LIMITED TO, PLANNING, ZONING, ENGINEERING, FIRE RESCUE, ENVIRONMENTAL, AND THE FLORIDA DEPARTMENT OF HEALTH.

OFFICE USE ONLY BELOW THIS LINE

13

CODE EDITION/NOTES: _____

_____

_____

_____

_____

_____

14

USE (CHECK ONE):

☐ **1 & 2 FAMILY** ☐ **TOWNHOUSE** ☐ **CONDOMINIUM**
☐ **MULTI-FAMILY** ☐ **COMMERCIAL** ☐ **INDUSTRIAL**
☐ **AGRICULTURAL - BLDG CODE EXEMPT** ☐ **OTHER: _____**

_____

☐ **USE CHANGE: _____**

_____

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST OCEAN AVE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 241637
DATE: 08/28/24

VENDOR 1019

TO: FASTSIGNS
BAXTER ADVENTURES
2001 10TH AVENUE N. STE 2
LAKE WORTH, FL 33461

SHIP TO:
City of Boynton Beach
125 E OCEAN AVE
BOYNTON BEACH, FL 33435

REQUISITION NO. 87992	ORDERING DEPARTMENT: A&CC - DANIEL RILA		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	* CONTRACT NO.	COMMISSION APPROVED:	

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	14260.85	DL	MONUMENT SIGN	1.0000	14260.85

REMARKS:
MONUMENT SIGN WTH ALUMINUM LETTERS
ESTIMATE # EST-13385
NOT TO EXCEED $49,999 WITHOUT COMMISSION APPROVAL

PROCUREMENT SERVICES: Anthony Dawkins August 28, 2024		P.O. TOTAL:	14260.85
FLORIDA STATE SALES TAX EXEMPTION CERTIFICATE NO. 85-8012621544C-0 THE CITY OF BOYNTON BEACH IS EXEMPT FROM FEDERAL EXCISE TAXES: WHERE TAX APPLIES INVOICE MUST SHOW GROSS PRICE, AMOUNT OF THE TAX, AND NET PRICE. EXEMPTION CERTIFICATE WILL BE FURNISHED UPON REQUEST.	**IMPORTANT INSTRUCTIONS** OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, TICKETS, INVOICES, STATEMENTS, AND CORRESPONDENCE. **MAIL INVOICES TO:** **FINANCIAL SERVICES DEPARTMENT** **P.O. BOX 310** **BOYNTON BEACH, FL 33425-0310**	1 RENDER SEPARATE INVOICE FOR THIS ORDER OR FOR EACH SHIPMENT THEREON IMMEDIATELY FOLLOWING SHIPMENT. 2 PREPAID FREIGHT CHARGEABLE TO THE CITY OF BOYNTON BEACH MUST BE SUPPORTED BY CARRIER'S RECEIPT. 3 INVOICES AND STATEMENTS SUBJECT TO CASH DISCOUNT SPECIFIED HEREON.	

ORIGINAL

CITY OF BOYNTON BEACH
GENERAL TERMS AND CONDITIONS

Tax Exemption:

The City (buyer) is tax exempt, ID# 85-8012621544C-0

Acceptance of Contract:

This order is the City's offer to purchase the goods and/or services described on the reverse side from the Vendor (seller). The City's placement of this order is expressly conditioned upon the Vendor's acceptance of all the terms and conditions of purchase contained on or attached to this Purchase Order ("Contract").

Amendments:

No agreement or understanding to modify this Contract shall be binding upon the City unless in writing and signed by the City's authorized agent. All specifications, drawings, and data submitted to the Vendor with this order are hereby incorporated and made a part hereof.

Compliance with Laws:

The Vendor certifies that in performing this Contract, they will comply with all applicable provisions of the federal, state and local laws, regulations, rules and orders.

Delivery:

All prices must be F.O.B. destination. Time is of the essence on this Contract. If completed deliveries are not made at the time agreed, the City reserves the right to cancel or purchase elsewhere and to hold Vendor accountable. If delivery dates cannot be met, Vendor agrees to advise the City, in writing of the earliest possible shipping date for acceptance by the City.

Inspection:

Goods and Material must be properly packaged. Damaged goods and materials will not be accepted, or if the damage is not readily apparent at the time of the delivery, the goods shall be returned at no cost to the City. The City reserves the right to inspect the goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

Laws Governing:

This Contract shall be governed by and construed according to the laws of the State of Florida. Venue shall be in the Circuit Court for the 15th Judicial Circuit, In and For Palm Beach County, Florida.

Material Safety Data Sheets:

Proper Material Safety Data Sheets, in compliance with OSHA's Hazard Communications Standard, must be provided by the Vendor to the City at the time of purchase or delivery.

Patents and Copyrights:

If an article sold and delivered to the City hereunder shall be protected by any applicable patent or copyright, the Vendor agrees to indemnify and save harmless the City from and against any and all suits, claims, judgments, and costs instituted or recovered against it by any person whomsoever on account of the use or sale of such articles by the City in violation or right under such patent or copyright.

Payment:

All invoices shall be addressed to the ordering department at City of Boynton Beach, P.O. Box 310, Boynton Beach, FL 33425-0310, as indicated on the front of this Purchase Order and must include Vendor's name and phone number, and clearly list quantities, item descriptions and units of measure.

Public Records:

The City of Boynton Beach is public agency subject to Chapter 119, Florida Statutes. The Vendor shall comply with Florida's Public Records Law.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE VENDOR'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

E-Verify:

By accepting this Purchase Order, Vendor/Contractor and any sub-contractors related to this purchase becomes obligated to comply with section 448.095, Fla. Stat., "Employment Eligibility," including registration and use of the E-Verify system. Please contact the Purchasing Division for more information if you are unsure of the requirements this imposes.

Risk of Loss:

Vendor agrees to bear all risk of loss, injury, or destruction of goods and materials ordered herein which may for any reason occur prior to acceptance by the City. No such loss, injury or destruction shall release Vendor from any obligations hereunder.

Scrutinized Companies - Sections 287.135 and 215.473, Fla. Stat.:

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.

Uniform Commercial Code:

All applicable portions of the Florida Uniform Commercial Code shall govern this Contract with the City

Warranty:

The Vendor warrants to the City that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any drawings, specifications or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Vendor warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended.

Termination:

Upon thirty (30) calendar days' written notice to Vendor, City may, without cause and without prejudice to any other right or remedy, terminate this Agreement for City's convenience. Where the Agreement is terminated for the convenience of City, the notice of termination to Vendor must state that the Agreement is being terminated for the convenience of the City under this termination clause, the effective date of the termination, and the extent of termination. Vendor shall be paid for the services up to and including the effective date of the termination. This shall mean payment for all completed tasks and payment for uncompleted tasks based upon a percentage of completion of such uncompleted tasks. Vendor shall not be paid on account of loss of anticipated profits or out of or resulting from such termination.

Indemnification and Insurance:

Vendor shall define, indemnify and hold City, its employees, its customers and users of the purchased goods and/or services, harmless from any property damage, personal injuries, or death arising out of Vendor's (or its subcontractors) work or performance hereunder and shall procure and maintain liability insurance as required by the City. Nothing contained in this Contract shall waive City's sovereign immunity.

Conflict:

In the event of any conflict or ambiguity by and between the terms and provisions of this Contract and any other document the Parties agree the terms and provisions contained in this Contract shall control to the extent of any such conflict or ambiguity.

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST OCEAN AVE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 241637
DATE: 08/28/24

VENDOR 1019

TO: FASTSIGNS
BAXTER ADVENTURES
2001 10TH AVENUE N. STE 2
LAKE WORTH, FL 33461

SHIP TO:
City of Boynton Beach
125 E OCEAN AVE
BOYNTON BEACH, FL 33435

REQUISITION NO. 87992	ORDERING DEPARTMENT: A&CC - DANIEL RILA	INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	* CONTRACT NO.	COMMISSION APPROVED:

LINE#	QUANTITY UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	14260.85 DL	MONUMENT SIGN	1.0000	14260.85

REMARKS:
MONUMENT SIGN WTH ALUMINUM LETTERS
ESTIMATE # EST-13385
NOT TO EXCEED $49,999 WITHOUT COMMISSION APPROVAL

PROCUREMENT SERVICES:	Anthony Dawson August 28, 2024	P.O. TOTAL:	14260.85

ACCOUNT NO. 303-4199-580.62-01
PROJECT GG2306

RECEIVING

PURCHASE ORDER

CITY OF BOYNTON BEACH, FLORIDA

PROCUREMENT SERVICES DEPARTMENT
100 EAST OCEAN AVE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33425-0310

P.O. #: 241637
DATE: 08/28/24

VENDOR 1019

TO: FASTSIGNS
BAXTER ADVENTURES
2001 10TH AVENUE N. STE 2
LAKE WORTH, FL 33461

SHIP TO:
City of Boynton Beach
125 E OCEAN AVE
BOYNTON BEACH, FL 33435

REQUISITION NO. 87992	ORDERING DEPARTMENT: A&CC - DANIEL RILA		INQUIRIES REGARDING PURCHASE ORDER CALL (561)742-6310
DATE NEEDED:	* CONTRACT NO.	COMMISSION APPROVED:	

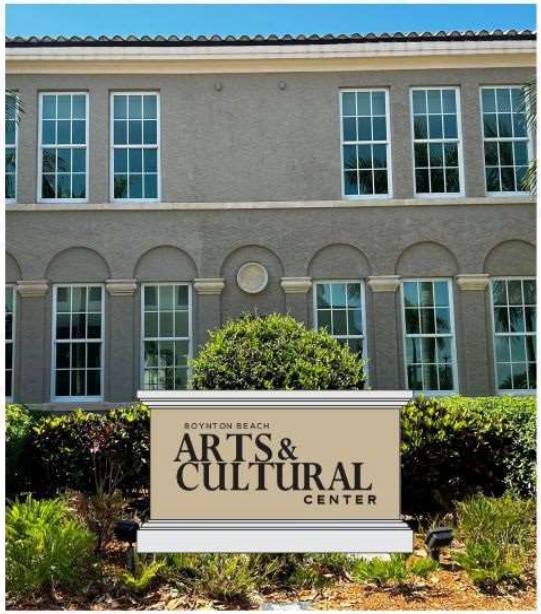
LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	14260.85	DL	MONUMENT SIGN	1.0000	14260.85

REMARKS:
MONUMENT SIGN WTH ALUMINUM LETTERS
ESTIMATE # EST-13385
NOT TO EXCEED $49,999 WITHOUT COMMISSION APPROVAL

PROCUREMENT SERVICES:	Anthony Dawkins August 28, 2024	P.O. TOTAL:	14260.85
ACCOUNT NO. 303-4199-580.62-01	PROJECT GG2306		

DEPARTMENT





102" x 60"
Foam Monument
Face: 92" x 41"
Text: 75" x 30"

FASTSIGNS
Make Your Statement
Lake Worth
561-439-4700 | FAX: 561-966-1527
89@fastsigns.com | Fastsigns.com/89

DO NOT DUPLICATE
THIS ARTWORK IS THE PROPERTY OF FASTSIGNS. THE BORROWER AGREES IT SHALL NOT BE REPRODUCED, COPIED, DISPOSED OF DIRECTLY OR INDIRECTLY, NOR USED FOR ANY PURPOSE WITHOUT THE WRITTEN PERMISSION OF FASTSIGNS.

PROOF 1 PAGE 1/1

Customer: Boynton Beach Arts & Cultural Center

File Name: **Boynton Arts Center - Monument**

Designer: **Aaron** Date: **7/25/2024**

Approval ☐ E-Mail ☐ Phone

ATTENTION:

Please review this proof(s) with extreme care for ANY errors (misspelling, colors, size, etc.) of any kind.

Our goal is to be 100% accurate, but we do rely on your final approval to proceed with production.

By approving this proof(s), you are held responsible for any inaccuracies and/or requests for reproduction.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-216- Approving the conditional settlement and release in the amount of $100,000 for the resolution of Kathryn Matos v. City of Boynton Beach, EEOC Charge No. 510-2024 and related claims.

Requested Action: Staff recommends approval of proposed Resolution No. R24-216.

Explanation of Request: Kathryn Matos has served as the City's Assistant City Manager since 2019. Ms. Matos filed an EEOC charge against the City of Boynton Beach, alleging violations of the Americans with Disabilities Act and the Florida Civil Rights Act, and related damages. Ms. Matos' charge is based on the alleged unauthorized disclosure of Ms. Matos' private health information to the Mayor and the media by the City's former Director of Human Resources, Tennille DeCoste.

The Settlement Agreement provides for payment of $100,000 for the settlement and release of Ms. Matos' EEOC claim against the City, including all attorney's fees and costs. Concurrently with the Settlement Agreement, Ms. Matos will also execute a Separation Agreement, resigning her employment with the City and releasing the City from any and all claims related to her employment. Ms. Matos will receive payment of her severance and any accrued time off (vacation and sick leave) per City policies. Ms. Matos reserves the right to pursue legal action against Ms. DeCoste in her personal capacity.

The City Code provides that the settlement of all claims over $50,000 requires approval from the City Commission.

How will this affect city programs or services? The City does not admit liability in this matter by approving the settlement. If the Commission chooses not to approve the settlement, the litigation between the parties will continue resulting in further fees and costs to the City.

Fiscal Impact: Approval will result in payment of a $100,000 settlement plus Ms. Matos' severance and accruals. Upon approval, Ms. Matos' position will be eliminated, resulting in savings to the City and the reduction of 1 FTE.

Attachments:
R24-216 Agenda_Item_2184-2023_Matos_Settlement__1_.docx
Exhibit A to Resolution.pdf
Exhibit B to Resolution.pdf
EEOC_Charge_06.19.24_Redacted.pdf

Separation Agreement Execution Version.pdf

RESOLUTION NO. R24-216

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE CONDITIONAL SETTLEMENT AGREEMENT AND RELEASE OF KATHRYN MATOS V. CITY OF BOYNTON BEACH, EEOC CHARGE NO. 510-2024 FOR THE AMOUNT OF $100,000, PROVIDING AN EFFECTIVE DATE, 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, Ms. Matos brought a claim for damages stemming from alleged violations of the Americans with Disabilities Act and the Florida Civil Rights Act by the former Director of Human Resources, Tennille DeCoste, that occurred on or about December 19, 2023, in EEOC Claim No. 510-2024; and

WHEREAS, a Conditional Settlement Agreement and Release was reached with Ms. Matos and her attorney for a total amount of $100,000 in exchange for general release of all claims, including all attorney's fees and costs; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, deems it to be in the best interests of the citizens and residents of the City of Boynton to approve the Conditional Settlement Agreement and Release of EEOC Claim No. 510-2024 totaling $100,000.

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 hereof.

SECTION 2. The City Commission hereby approves the $100,000 Conditional Settlement Agreement and Release, attached hereto as "Exhibit A" and "Exhibit B" and authorizes the Mayor to sign the Conditional Settlement Agreement and Release and any ancillary documents.

SECTION 3. The fully executed Conditional Settlement Agreement and Release shall be provided to the City Clerk to be retained as a public record of the City.

SECTION 4. This Resolution shall take effect as provided by law.

PASSED AND ADOPTED this 23rd day of September 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

CONDITIONAL SETTLEMENT AGREEMENT

Case Name: KATHRYN MATOS v. CITY OF BOYNTON BEACH

File No.: 24-0506

The parties, **KATHRYN MATOS** (hereinafter referred to as the "Plaintiff") and **CITY OF BOYNTON BEACH** (hereinafter referred to as the "City"), have reached a settlement of all claims that Plaintiff may have against the City and its respective officials, officers, employees or agents, in their official or individual capacity, employees, Commissioners, insurers (except as provided herein), insureds, successors, privies, assigns, agents, attorneys or representatives, including all current and former members of the foregoing groups (collectively, the "Releasees"). This settlement specially includes, but is not limited to, any and all claims against the City of Boynton Beach in the above-styled claim. City agrees to pay the total amount of ***ONE HUNDRED THOUSAND and 00/100 Dollars ($100,000.00) to the Plaintiff as compensation for Plaintiff's alleged compensatory damages for personal injury caused by emotional distress based upon Plaintiff's representation that she has suffered a demonstrable personal injury, and attorneys' fees and costs for which Plaintiff and Plaintiff's counsel shall receive a Form 1099-MISC (Other Income). This payment will be made payable to the Trust Account of Sass Law Firm (o/b/o Plaintiff) and received by Plaintiff's counsel within 30 calendar days of the date the City approves this settlement agreement. Plaintiff and Plaintiff's counsel agree to provide the City with the required Form W-9s.***

The parties to this agreement acknowledge that this settlement agreement is contingent upon further approval as set in the City's Charter and Codes relative to the settlement of claims, which the City will seek by September 30, 2024. If the City does not approve this Conditional Settlement Agreement and the General Release between the parties, this Agreement shall be null and void and Plaintiff and the City shall be returned to the status quo before the signing of this Agreement.

Plaintiff agrees to accept the said amount in a complete and total settlement of all claims that Plaintiff may have against the City and its respective officials, officers, employees (both presently or previously employed), or agents, in their official or individual capacity, from the beginning of the world to the date Plaintiff signs this Agreement. In consideration of the payment described above and mutual promises set forth in this Agreement and except as provided herein,

Plaintiff, on behalf of Plaintiff, her spouse, issue, heirs, successors, current and former agents, representatives, assigns, executors, beneficiaries, and administrators, hereby releases and forever discharges the City, and its employees, Commissioners, insurers, insureds, successors, privies, assigns, agents, attorneys or representatives, including all current and former members of the foregoing groups (collectively, the "Releasees"), from any and all charges, grievances, complaints, claims, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, and, whether accrued or unaccrued, liabilities, obligations, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, whether in law or in equity, whether known or unknown, suspected or unsuspected, which Plaintiff ever had, has or may claim to have against the Releasees including but not limited to any claims related in any way to Plaintiff's employment with or separation from employment with the City, EEOC Charge (Charge No. 510-2024-08512), any claims for unpaid wages, back pay, overtime, commissions, bonuses, incentive pay, vacation pay, unpaid leave, legal fees, royalties, severance or other compensation, or any claims arising under any contracts, express or implied, or any tort, including, without limitation, intentional infliction of emotional distress, harassment, discrimination, including any claim under the Age Discrimination in Employment Act, retaliation, interference, defamation, fraud and breach of duty, or any legal restrictions on the City's right to terminate Plaintiff, and any federal, state or other governmental common law, statute, regulation or ordinance, through the date Plaintiff signs this Agreement. Notwithstanding this full and complete general release of all claims and damages, nothing herein is intended to waive any rights or claims to vested benefits in any City-sponsored retirement and/or deferred compensation plan. Nor is this release intended to waive Plaintiff's insurance coverage and/or payment for medical claims for medical services submitted through the City's health insurance plans prior to Plaintiff's execution of this Agreement or her right to continuation of health insurance coverage as allowed by law or Plaintiff's rights to any rights to indemnification under the City's policies and procedures if anyone pursues a claim against her in her official capacity as an employee, representative or agent of the City. Should any Releasee bring a claim against Employee, Employee's release as to that specific individual is null and void and Employee may pursue any such claims against that individual in their individual capacity.

In consideration of the promises made by Plaintiff in this Agreement, the City, and its employees, Commissioners, insurers, insureds, successors, privies, assigns, agents, attorneys or

representatives, including all current and former members of the foregoing groups, in their official capacity as to each, ("City Releasors") knowingly and voluntarily release and forever discharge Plaintiff of and from any and all claims, known and unknown, anticipated and unanticipated, asserted and unasserted, which City Releasors have or may have against Plaintiff as of the date of execution of this Agreement, including, but not limited to, any alleged violation of any federal, state or local law, rule, regulation or ordinance; any public policy, contract, tort, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in this matter.

The Parties agree to execute the General Release attached to this Conditional Settlement Agreement as Exhibit 1, releasing each other. Plaintiff also agrees to submit a request for dismissal with prejudice of her EEOC charge to the City's satisfaction and any other pending actions within three (3) days of the Effective Date. Plaintiff agrees to cooperate with the City's attorneys to ensure the full dismissal of Plaintiff's EEOC Charge.

The Plaintiff agrees to execute any and all Medicare status forms according to Section 111 of the Medicare, Medicaid, SCHIP Extension Act of 2007 and the Medicare Secondary Payer Act (MSP), 42 U.S.C. § 1395y(b)(2) and §1862(b)(2)(A)/Section and § 1862(b)(2)(A)(ii) of the Social Security Act; and or any Addendum to the Separation Agreement and the General Release with regard to Medicare's Interest that may be required by Rule of Law. Plaintiff represents that Plaintiff is not a Medicare beneficiary or receiving Medicare benefits.

This Agreement, the General Release, and that Separation Agreement and Release contain the entire understanding and agreement between the Parties and shall not be modified or superseded, except upon express written consent of the Parties to this Agreement.

This Agreement shall become effective on the next business day following the City Commission's approval of this Conditional Settlement Agreement and the General Release, and the eighth day after Employee signs this agreement, unless Employee revokes it ("Effective Date").

[signatures follow on next page]

Dated this _____ day of _____, 2024.

City of Boynton Beach City
Attorney's Office
100 East Ocean Avenue
Boynton Beach, FL 33435
Telephone: (561) 742-6051

Shawna G. Lamb

KATHRYN MATOS

SHAWNA G. LAMB
City Attorney
Fla. Bar No.: 0143634

EXHIBIT 1

GENERAL RELEASE

THIS INSTRUMENT is executed this ___ day of _____, 2024, by **KATHRYN MATOS**, for myself/heirs, my/our executors, administrators, and/or successors, hereinafter called "Releasor." By executing this Instrument, Releasor acknowledges being of lawful age and of sound mind, and hereby fully, finally, and completely release and discharge **CITY OF BOYNTON BEACH** and the individuals and entities described below and referred to as "Releasees", from any and all claims, rights, and actions whatsoever, for which said Releasees are or may be legally or equitably responsible or liable.

NOW THEREFORE, in consideration of the sum of **$100,000.00** in hand paid to the Releasor by or on behalf of Releasees, the receipt and sufficiency of which is hereby acknowledged. Releasor agrees as follows:

In consideration of the payment described above and mutual promises set forth in this Release and except as provided herein, Releasor, on behalf of Releasor, her spouse, issue, heirs, successors, current and former agents, representatives, assigns, executors, beneficiaries, and administrators, hereby releases and forever discharges the Releasees, and its employees, Commissioners, insurers, insureds, successors, privies, assigns, agents, attorneys or representatives, including all current and former members of the foregoing groups (collectively, the "Releasees"), from any and all charges, grievances, complaints, claims, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, and, whether accrued or unaccrued, liabilities, obligations, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, whether in law or in equity, whether known or unknown, suspected or unsuspected, which Releasor ever had, has or may claim to have against the Releasees including but not limited to any claims related in any way to Releasor's employment with or separation from employment with the Releasees, any claims for unpaid wages, back pay, overtime, commissions, bonuses, incentive pay, vacation pay, unpaid leave, legal fees, royalties, severance or other compensation, or any claims arising under any contracts, express or implied, or any tort, including, without limitation, intentional infliction of emotional distress, harassment, discrimination, including any claim under the Age Discrimination in Employment Act, retaliation, interference, defamation, fraud and breach of duty, or any legal restrictions on the Releasees' right to terminate Releasor, and any federal, state or other governmental common law, statute, regulation or ordinance, through the date Releasor signs this Agreement. Notwithstanding this full and complete general release of all claims and damages, nothing herein is intended to waive any rights or claims to vested benefits in any City-sponsored retirement and/or deferred compensation plan. Nor is this release intended to waive Releasor's insurance coverage and/or payment for medical claims for medical services submitted through the Releasees' health insurance plans prior to Releasor's execution of this Agreement or her right to continuation of health insurance coverage as allowed by law or Releasor's rights to any rights to indemnification under the Releasees' policies and procedures if anyone pursues a claim against Releasor in her official capacity as an employee, representative or agent of the City. Should any Releasee bring a claim against Releasor, Releasor's release as to that specific individual is null and void and Employee may pursue any such claims against that individual

in their individual capacity.

In consideration of the promises made by Releasor in this Agreement, the City, and its employees, Commissioners, insurers, insureds, successors, privies, assigns, agents, attorneys or representatives, including all current and former members of the foregoing groups, in their official capacity as to each, ("City Releasors") knowingly and voluntarily release and forever discharge Releasor of and from any and all claims, known and unknown, anticipated and unanticipated, asserted and unasserted, which City Releasors have or may have against Releasor as of the date of execution of this Agreement, including, but not limited to, any alleged violation of any federal, state or local law, rule, regulation or ordinance; any public policy, contract, tort, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in this matter.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim and that the payment made is not to be construed as an admission of liability on the part of the Releasees, and that said Releasees deny liability and, therefore, intend merely to avoid unnecessary and costly litigation.

The Releasor and City Releasors freely and voluntarily execute this Release after being apprised of all relevant information and data furnished by their agents, contractors, consultants, and/or attorneys. In executing this Release, the Releasor does not rely on any inducements, promises, or representations made by the Releasees or any of the Releasees' representatives. Furthermore, no promise, inducement, or agreement not herein set forth has been made to the Releasor, and this Release contains the entire agreement between the parties hereto, and the terms of this Release are contractual and not merely a recital.

Further, that the Releasor has or will discharge or indemnify, defend, and save harmless the Releasees from any and every damage claim, right, action, demand, lien, known or unknown, to either party hereto of every kind or character which may ever be asserted by reason of or in relation to the instant claim.

Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree, which carries a maximum prison sentence of five years. Such actions may lead to criminal prosecution, the invalidation of this agreement, and the full refund of any and all payments received through this settlement.

This Release, the Conditional Settlement Agreement between Employee and Employer, and the Separation Agreement and Release contain the entire understanding and agreement between the Parties and shall not be modified or superseded, except upon express written consent of the Parties to this Agreement.

This Release shall become effective on the next business day following the City Commission's approval of this Conditional Settlement Agreement and the General Release, and the eighth day after Employee signs this agreement, unless Employee revokes it ("Effective Date").

RELEASOR HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

The undersigned hereby set her hand and seal this ___ day of _____, 2024.

_____
KATHRYN MATOS, RELEASOR

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of __ physical presence or ___ online notarization this ___ day of __, 2024, by KATHRYN MATOS, who is personally known to me or who has produced _____ as Identification.

My Commission Expires:

_____
Notary Public

CITY OF BOYNTON BEACH

By: _____
Ty Penserga, Mayor

_____
Date

Approved as to form by
Office of the City
Attorney

_____
Signature – Shawna G. Lamb

CHARGE OF DISCRIMINATION

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

- [ ] FEPA
- [X] EEOC

Florida Commission on Human Relations and EEOC

State or local Agency, if any

Name *(indicate Mr., Ms., Mrs.)*	Home Phone *(Incl. Area Code)*	Date of Birth
Kathryn Matos Email: [redacted]	[redacted]	[redacted]

Street Address City, State and ZIP Code

[redacted]

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (*If more than two, list under PARTICULARS below.*)

Name	No. Employees, Members	Phone No. *(Include Area Code)*
City of Boynton Beach	**850**	**(561)742-6350**

Street Address City, State and ZIP Code

100 East Ocean Avenue, Boynton Beach, FL 33435

Name	No. Employees, Members	Phone No. *(Include Area Code)*

Street Address City, State and ZIP Code

DISCRIMINATION BASED ON *(Check appropriate box(es).)*

- [ ] RACE
- [ ] COLOR
- [ ] SEX
- [ ] RELIGION
- [ ] NATIONAL ORIGIN
- [ ] RETALIATION
- [ ] AGE
- [X] DISABILITY
- [ ] GENETIC INFORMATION
- [ ] OTHER *(Specify)*

DATE(S) DISCRIMINATION TOOK PLACE

Earliest	Latest
12/19/2023	**04/19/2024**

- [X] CONTINUING ACTION

THE PARTICULARS ARE *(If additional paper is needed, attach extra sheet(s)):*

I. PERSONAL HARM: I began working for the above-named employer on or about April 2020. I am currently the Assistant City Manager. I have a disability and/or record of disabilities that substantially limit one or more major life activities. On or about September and/or October 2023, I disclosed my disability and/or record of disabilities to the HR Director in confidence. After disclosing my disabilities to the HR Director, I believe she divulged my confidential medical information to the City Mayor and others and then used such information to exploit my situation to cause harm to my professional reputation by putting information in the public record intimating that I was intoxicated when I was at work. I believe this was disability discrimination.

II. RESPONDENT'S REASON FOR ADVERSE ACTION: No reason was given for the disability discrimination.

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

06/18/2024 KM
Kathryn Matos (Jun 18, 2024 13:37 EDT)

Date *Charging Party Signature*

NOTARY – *When necessary for State and Local Agency Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(*month, day, year*)

CHARGE OF DISCRIMINATION	Charge Presented To:	Agency(ies) Charge No(s):
This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.	☐ FEPA ☒ EEOC	

Florida Commission on Human Relations and EEOC

State or local Agency, if any

III. STATEMENT OF DISCRIMINATION: I hereby allege that I have been discriminated against based on my disability and/or record of disability and/or a perceived disability in violation of the Americans with Disabilities Act of 1990, as amended, and the Florida Civil Rights Act of 1992, as amended.

I REQUEST TO BE AFFORDED FULL RELIEF TO WHICH I AM ENTITLED UNDER THE LAW(S).

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

06/18/2024 KM
Kathryn Matos (Jun 18, 2024 13:37 EDT)

Date *Charging Party Signature*

NOTARY – *When necessary for State and Local Agency Requirements*

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.
SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE
(*month, day, year*)

PRIVACY ACT STATEMENT: Under the Privacy Act of 1974, Pub. Law 93-579, authority to request personal data and its uses are:

1. FORM NUMBER/TITLE/DATE. EEOC Form 5, Charge of Discrimination (11/09).

2. AUTHORITY. 42 U.S.C. 2000e-5(b), 29 U.S.C. 211, 29 U.S.C. 626, 42 U.S.C. 12117, 42 U.S.C. 2000ff-6.

3. PRINCIPAL PURPOSES. The purposes of a charge, taken on this form or otherwise reduced to writing (whether later recorded on this form or not) are, as applicable under the EEOC anti-discrimination statutes (EEOC statutes), to preserve private suit rights under the EEOC statutes, to invoke the EEOC's jurisdiction and, where dual-filing or referral arrangements exist, to begin state or local proceedings.

4. ROUTINE USES. This form is used to provide facts that may establish the existence of matters covered by the EEOC statutes (and as applicable, other federal, state or local laws). Information given will be used by staff to guide its mediation and investigation efforts and, as applicable, to determine, conciliate and litigate claims of unlawful discrimination. This form may be presented to or disclosed to other federal, state or local agencies as appropriate or necessary in carrying out EEOC's functions. A copy of this charge will ordinarily be sent to the respondent organization against which the charge is made.

5. WHETHER DISCLOSURE IS MANDATORY; EFFECT OF NOT GIVING INFORMATION. Charges must be reduced to writing and should identify the charging and responding parties and the actions or policies complained of. Without a written charge, EEOC will ordinarily not act on the complaint. Charges under Title VII, the ADA or GINA must be sworn to or affirmed (either by using this form or by presenting a notarized statement or unsworn declaration under penalty of perjury); charges under the ADEA should ordinarily be signed. Charges may be clarified or amplified later by amendment. It is not mandatory that this form be used to make a charge.

NOTICE OF RIGHT TO REQUEST SUBSTANTIAL WEIGHT REVIEW

Charges filed at a state or local Fair Employment Practices Agency (FEPA) that dual-files charges with EEOC will ordinarily be handled first by the FEPA. Some charges filed at EEOC may also be first handled by a FEPA under worksharing agreements. You will be told which agency will handle your charge. When the FEPA is the first to handle the charge, it will notify you of its final resolution of the matter. Then, if you wish EEOC to give Substantial Weight Review to the FEPA's final findings, you must ask us in writing to do so within 15 days of your receipt of its findings. Otherwise, we will ordinarily adopt the FEPA's finding and close our file on the charge.

NOTICE OF NON-RETALIATION REQUIREMENTS

Please **notify** EEOC or the state or local agency where you filed your charge **if retaliation is taken against you or others** who oppose discrimination or cooperate in any investigation or lawsuit concerning this charge. Under Section 704(a) of Title VII, Section 4(d) of the ADEA, Section 503(a) of the ADA and Section 207(f) of GINA, it is unlawful for an *employer* to discriminate against present or former employees or job applicants, for an *employment agency* to discriminate against anyone, or for a *union* to discriminate against its members or membership applicants, because they have opposed any practice made unlawful by the statutes, or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the laws. The Equal Pay Act has similar provisions and Section 503(b) of the ADA prohibits coercion, intimidation, threats or interference with anyone for exercising or enjoying, or aiding or encouraging others in their exercise or enjoyment of, rights under the Act.

SEPARATION AGREEMENT AND RELEASE

THIS AGREEMENT is entered into by and between CITY OF BOYNTON BEACH (hereinafter referred to as "Employer") and KATHRYN MATOS (hereinafter "Employee") (collectively referred to as the "Parties").

In exchange for the consideration set forth below, Employer and Employee agree to the following:

1. Employer agrees to accept Employee's resignation of employment. Employer's personnel records will reflect that Employee resigned in good standing. Because Employee's resignation is voluntary, she shall not be entitled to unemployment compensation. In that event, Employee must deliver a letter of resignation contemporaneously with this signed Agreement that states: "I hereby resign my employment effective [Separation Date]." No other language may be included in the resignation letter except the date of the letter and the employee's name below her signature. Employee shall receive all pay and benefits through the Separation Date. Employee's resignation shall be effective as of the Effective Date ("Separation Date"). If the City Commission does not approve the Conditional Settlement Agreement between the parties, Employee's resignation shall be null and void and Employee shall be returned to the status quo ante, with no break in service in Employee's employment record. Further, Employer agrees to remove any disciplinary or investigative documents or allegations of discipline that may have been raised against Employee as of July 15, 2024 from Employee's personnel file, and placed in a separate Human Resources file marked void.

2. In consideration of the promises and benefits provided by Employee herein, and if Employee executes and does not revoke this Agreement, Employer will make payment of the full premiums for Employee plus family COBRA continuation coverage for Employer's group health

plan in which Employee was participating on the termination date for a period of twelve (12) weeks, beginning on October 1, 2024, the date the Employee would otherwise lose coverage under such plan(s) as a result of the termination of employment (provided that the participant otherwise remains eligible for COBRA coverage during such period). The subsidy described above will not be paid directly to the Employee but rather to the City of Boynton Beach Group Health Plan. After the twelve (12) week period ends, Employee shall be fully responsible for all COBRA premiums, if Employee continues to require COBRA continuation coverage.

3. In consideration of the payment described above and mutual promises set forth in this Agreement and except as provided herein, Employee, on behalf of Employee, her spouse, issue, heirs, successors, current and former agents, representatives, assigns, executors, beneficiaries, and administrators, hereby releases and forever discharges the Employer, and its employees, Commissioners, insurers, insureds, successors, privies, assigns, agents, attorneys or representatives, including all current and former members of the foregoing groups (collectively, the "Releasees"), from any and all charges, grievances, complaints, claims, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, and, whether accrued or unaccrued, liabilities, obligations, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred) of any nature whatsoever, whether in law or in equity, whether known or unknown, suspected or unsuspected, which Employee ever had, has or may claim to have against the Releasees including but not limited to any claims related in any way to Employee's employment with or separation from employment with the Employer, EEOC Charge (Charge No. 510-2024-08512), any claims for unpaid wages, back pay, overtime, commissions, bonuses, incentive pay, vacation pay, unpaid leave, legal fees, royalties, severance or other compensation, or any claims arising under any contracts, express or implied, or any tort, including,

without limitation, intentional infliction of emotional distress, harassment, discrimination, including any claim under the Age Discrimination in Employment Act, retaliation, interference, defamation, fraud and breach of duty, or any legal restrictions on the Employer's right to terminate employees, and any federal, state or other governmental common law, statute, regulation or ordinance, through the date Employee signs this Agreement. Notwithstanding this full and complete general release of all claims and damages, nothing herein is intended to waive any rights or claims to vested benefits in any Employer-sponsored retirement and/or deferred compensation plan. Nor is this release intended to waive Employee's insurance coverage and/or payment for medical claims for medical services submitted through the Employer's health insurance plans prior to Employee's execution of this Agreement or her right to continuation of health insurance coverage as allowed by law or Employee's rights to any rights to indemnification under the City's policies and procedures if anyone pursues a claim against her in her official capacity as an employee, representative or agent of the City. Should any Releasee bring a claim against Employee, Employee's release as to that specific individual is null and void and Employee may pursue any such claims against that individual in their individual capacity.

In consideration of the promises made by Employee in this Agreement, the Employer, and its employees, Commissioners, insurers, insureds, successors, privies, assigns, agents, attorneys or representatives, including all current and former members of the foregoing groups, in their official capacity as to each, ("Employer Releasors") knowingly and voluntarily release and forever discharge Employee of and from any and all claims, known and unknown, anticipated and unanticipated, asserted and unasserted, which Employer Releasors have or may have against Employee as of the date of execution of this Agreement, including, but not limited to, any alleged violation of any federal, state or local law, rule, regulation or ordinance; any public policy,

contract, tort, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in this matter.

4. Employee recognizes and acknowledges that the additional payments made by Employer hereunder are in excess of what Employer normally provides to employees who cease employment with Employer and that, as such, it constitutes additional consideration for the execution of the release set forth above.

5. Employee agrees that, in exchange for the payment and other additional benefits received, Employee will not institute any claims, demands, actions, or liabilities of any kind against Releasees, including, but not limited to, those related to Employee's employment with Employer, or the separation of that employment, or otherwise. This Agreement covers both claims that Employee knows about and those that Employee may not know about that have accrued by the time of execution of this Agreement.

6. Employee recognizes that as a result of Employee's employment with Employer, Employee has had access to Confidential Information as defined below, which is a valuable asset of the Employer and which, if disclosed or used without authorization, could cause irreparable harm to the Employer. Therefore, Employee agrees that, except as required by a lawful order of a court of competent jurisdiction or to the extent that Employee has written authorization from Employer, Employee will not, at any time or in any manner whatsoever, either directly or indirectly, reveal, divulge, disclose, or communicate to any person, firm, or corporation, or use for Employee's benefit or the benefit of others any Confidential Information. For purposes of this Agreement, "Confidential Information" shall include any information that is confidential or exempt under Florida public records law.

7. Employee agrees that all property of the Employer, including, without limitation, all equipment, records, files, plans, documents, software, badges, keys, reports, research, policies, or phones in the Employee's possession shall be and shall remain the sole property of the Employer and shall be returned to the Employer immediately, but no later than upon execution of this Agreement. Employee agrees that, after Employee separates employment from the Employer, Employee shall not, directly or indirectly, for Employee or any other person or entity, use, access, copy, or retrieve, or attempt to use, access, copy, or retrieve, any of Employer's electronic equipment or any information on Employer's electronic equipment. Employer and Employee will make arrangements for Employee to obtain her personal belongings.

8. Employee may be eligible for early retirement under the Employer's pension plan. Any such early retirement benefits shall be subject to the terms and conditions of the applicable plan documents and are not hereby waived by this Agreement.

9. Employee agrees that Employee will not reapply for employment with Employer and that in the event Employee does, Employer shall have no obligation to consider Employee's application and, further, that this Agreement shall serve as a legitimate, non-discriminatory, non-retaliatory reason for not considering such application. Further, Employee also represents that Employee has not suffered any workplace injury that has not already been reported.

10. If contacted by a prospective or new employer of Employee, Employer will only confirm dates of employment, positions held, date of separation and that Employee left in good standing, and will provide no negative information. In response to press inquiries, Employer agrees to state Employee left in good standing and that she left to pursue other opportunities and will provide no negative information regarding her (except as may be required to comply with the

public records law or in any legal or administrative proceedings, including, but not limited to EEOC, OIG, and/or Commission on Ethics).

11. The Parties agree not to disparage one another. For purposes of this section, disparaging statements are those that are defamatory and maliciously untrue, such that they are made with knowledge of their falsity or with reckless disregard for their truth or falsity. Employee shall not take any action or make any disparaging comments about matters regarding Employee's employment, or the Employer, its present, former, and future board members, employees, agents, legal representatives, attorneys, successors, and assigns, or its business operations, practices, or services, except as required by law or pursuant to lawful subpoena. Employer shall not take any action or make any disparaging comments about matters regarding Employee's employment, or Employee, except as required by law or pursuant to lawful subpoena. However, it is not a violation of this Agreement for Employee to make statements about or concerning the City of Boynton Beach as a private individual on matters of public concern.

12. In addition to all other consideration set forth herein, the parties acknowledge that Employee will receive all disbursements of vacation leave, sick leave, and severance pay described in the termination without cause by unilateral action of the City Manager section of Employee's Employment Letter, a copy of which is attached hereto as Exhibit A. The payout of Employee's vacation, sick leave and severance pay shall be paid pursuant to payroll with lawful deductions and direct deposited within 15 calendar days of the Effective Date. Employer agrees to provide Employee with a paystub or accounting of deductions contemporaneously with this payment.

13. If any provision of the Agreement is invalidated by a court or agency of competent jurisdiction, then all of the remaining provisions of this Agreement shall continue unabated and in full force and effect. This Agreement shall be governed by the laws of the State of Florida. Venue

in any action to enforce this Agreement shall lie in the State Courts situated exclusively in Palm Beach County, Florida, and any proceeding instituted under this Agreement shall be tried before a judge without a jury. In the event an action is instituted relating to or arising from this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including an award of reasonable attorneys' fees and costs through all appeals.

14. Employee acknowledges and agrees that pursuant to the Older Workers Benefit Protection Act, Employee has been given at least twenty-one (21) days to review and consider this Agreement. Employee may use as much of this twenty-one (21) day period as Employee wishes prior to signing this Agreement. Should Employee wish to waive this twenty-one (21) day review period, Employee may do so by initialing here: _____ or by signing and dating this Agreement in the signature block provided below. Employee and Employer agree that any material or non-material changes that may be made in this Agreement after the Agreement is initially provided to Employee shall not restart the running of this twenty-one (21) day period. Employee understands that Employee may sign this Agreement prior to the end of the twenty-one (21) day period. If Employee does so, Employee agrees that her signature was done knowingly and voluntarily, without any improper inducement by Employer.

a. Employee also acknowledges and agrees that Employee has seven (7) days from the date Employee executes this Agreement within which to rescind this Agreement by providing notice in writing and delivered via hand delivery or certified mail, return receipt requested, to Shawna G. Lamb, City Attorney, 100 East Ocean Avenue, Boynton Beach, FL 33435. Employee further acknowledges that this Agreement and the release contained herein satisfy all the requirements for an effective release by Employee of all claims under the Age Discrimination in

Employment Act. Additionally, the Parties agree that the severance payment identified above shall not be made until the seven (7) day revocation period has expired.

b. Employee further acknowledges that Employee has been advised to consult with an attorney concerning this waiver and that Employee has been given ample opportunity to do so.

15. This Agreement, the Conditional Settlement Agreement between Employee and Employer, and the General Release contain the entire understanding and agreement between the Parties and shall not be modified or superseded, except upon express written consent of the Parties to this Agreement; provided, however, Employee agrees to continue to be bound by any restrictive covenants contained in any contracts or agreements that would otherwise bind the Employee after the termination of employment with Employer.

16. The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed to be one and the same original and shall be binding on all of the Parties. An electronic signature shall be deemed an original signature.

17. Employee will be responsible for providing express written notice of any change in address to Employer.

18. This Agreement shall become effective on the next business day following the City Commission's approval of this Conditional Settlement Agreement and the General Release, and on the eighth day after Employee signs this Agreement, unless Employee revokes it ("Effective Date").

19. Employee certifies that, during Employee's review and execution of this Agreement, Employee is of sound mind and body and legally capable of entering into contracts. Employee acknowledges that Employee has entered into this Agreement of her own free will and that Employee's signature was not procured by coercion, fraud, or intimidation.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents in accordance with all of the formalities required by law on the day and year respectively set forth below.

Employee: KATHRYN MATOS

_____
Signature

_____
Date

Employer: CITY OF BOYNTON BEACH

By: _____
Daniel Dugger, City Manager

_____
Date

Approved as to form by
Office of the City Attorney

_____
Signature – Shawna G. Lamb

EXHIBIT A

OFFICE OF THE CITY MANAGER
100 East Ocean Avenue
Boynton Beach, Florida 33426
(P): 561-742-6010 | (F): 561-742-6011
www.boynton-beach.org

EMPLOYMENT LETTER

October 9, 2023

Kathryn Matos
7318 Briella Drive
Boynton Beach, FL 33437

Dear Kathryn:

I am pleased to offer you this Employment Letter for the position of Assistant City Manager – Administrative Services for the City of Boynton Beach (hereinafter referred to as "Position").

This Position is a contractual, specialized position subject to hiring, retention and termination solely by the City Manager. This is an exempt position under the Fair Labor Standards Act. As such, you are not eligible for overtime pay if/when you work in excess of 40 hours in a workweek.

By accepting this Position, you confirm that the information contained in your curriculum vitae and/or in any other documents you submitted to the City, or completed at the City's request, or representations you made in connection with obtaining this Position, are true and correct.

Attached hereto as Exhibit "A" is the job description for this Position. By accepting this Position, you are representing to the City that you have reviewed and you have agreed to perform the functions/services stated in the job description. Further, by accepting this Position, you are representing to the City that you possess the knowledge, skills, competencies, expertise, and experience to perform the functions/services pursuant to the terms of this Employment Letter.

You will be an "at will" employee of the City, which means you have no vested right or property right in your position. At the discretion of the City Manager, you may be terminated from this Position at any time or for any reason, with or without a statement of cause. Further, you acknowledge and understand that there has been no representation or promise, expressed or implied, establishing a fixed term of your Position.

The provisions of the City's Employee Handbook, as amended from time to time, are applicable to you, except the following Chapters of the Employee Handbook which have no application to you:

Chapter II Employment	02. Recruitment and Selection
Chapter III Compensation	02. Callback and On Call
Chapter III Compensation	03. Compensatory Time
Chapter III Compensation	04. Incentive Pay System
Chapter III Compensation	05. Bonus Awards
Chapter IV Benefits	04. Sick Leave with Pay

Chapter VI Discipline	Entire Chapter
Chapter VII Resignation	Entire Chapter

Unless otherwise expressly provided in this Employment Letter you will at all times:

a. Devote all of your time, attention, knowledge, and skill solely and exclusively to the business and interests of the City.

b. Perform your duties and obligations faithfully, industriously, and to the best of your ability.

c. Not engage in conflicting outside employment except with prior written authorization of the City Manager or the City Manager's designee.

d. Keep the City Manager or the City Manager's designee fully informed in advance of all travel and activities that take you out of the office for more than a day at a time. All City-related travel must receive prior written approval of the City Manager or the City Manager's designee.

Compensation reviews are not subject to any specific formula applicable to other City personnel. Wage adjustments will be at the sole discretion of the City Manager or the City Manager's designee and are subject to the appropriation of funds by the City Commission.

Your compensation and other monetary benefits are as follows:

a. Your annualized salary is ONE HUNDRED EIGHTY-EIGHT THOUSAND SEVEN HUNDRED SIXTY-FOUR and 80/100 ($188,764.80), payable in equal bi-weekly installments.

b. Any compensation not specifically stated herein is at the sole discretion of the City Manager.

c. The City will pay or reimburse you for out-of-pocket expenses when such expenditure is authorized by the City Manager or City Manager's designee in advance and related to your job responsibilities.

d. You will be offered the same Health Insurance benefit provided to non-union City employees. The scope of benefit and any employee payments thereto are subject to unilateral modification by the City.

e. You will receive the Executive Tier Benefits Package which consists of:

(1) Additional Life and AD&D Insurance - $250,000
(2) Take Home Vehicle (State-wide)
(3) City-issued cell phone
(4) Deferred Compensation – City will provide $7,500 annualized deferred compensation
(5) PTO Leave (up to 80 hours per fiscal year) – Cash out option not applicable
(6) Severance - 20 weeks
(7) Sick Leave Cash Conversion (each fiscal year, convert up to 120 hours of sick to 50% cash payout, with 80 hour minimum remaining in leave bank, unless requesting an emergency cash

out)
(8) Sick Leave Payout upon resignation/retirement is paid at 50% (after 6 months of service)
(9) Vacation Leave Cash Conversion (each fiscal year, convert up to 100 hours of vacation to 100% cash payout, with 80 hour minimum remaining in leave bank)

Any revisions to the Executive Tier Benefits Package in the future will automatically be granted to you and need not be subject to a future addendum.

f. You will receive the same benefit Disability Insurance provided to non-union City employees as amended from time to time.

g. You will be enrolled in the General Employees' Pension Plan as a plan participant.

h. You may observe the same paid legal holidays as managerial employees pursuant to the provisions of the Employee Handbook, as may be amended from time to time.

i. You will accrue vacation leave as follows:

YEARS OF SERVICE	VACATION DAYS	VACATION HOURS
1 year	12	96
2 years	15	120
3 years	15	120
4 years	16	128
5 years	17	136
6 years	18	144
7 years	19	152
8 years	20	160
9 years	21	168
10 - 15 years	22	176
16 - 20 years	24	192
21 years & above	25	200

j. You will accrue sick leave according to the sick leave policy contained in the Employee Handbook, as may be amended from time to time.

Notwithstanding the foregoing, you acknowledge and agree that the City Commission may impose fiscal restraints such as a wage freeze, wage reduction, suspend market increases, and implement unpaid furloughs, changes in hours of work, reduced car allowances, reduced cell phone allowances and/or changes in travel allowances, during the current or future budget years without your express authorization.

If you accept this Position, the City will defend and indemnify you against all civil actions, provided the claims or actions arise out of and in the course of the performance of your duties and responsibilities pursuant to this Position, and pay any judgment that may be entered against you in a civil action arising

out of and in the course of the performance of your duties and responsibilities pursuant to this Position, except a judgment based on intentional wrongdoing by you. The City reserves the right to select, appoint, retain, or discharge legal counsel necessary to provide the foregoing defense. The City's duty to defend and indemnify is limited as provided in Florida Statute section 111.07 Defense of civil actions against public officers, employees, or agents.

This Position will terminate:

a. At any time by mutual agreement of you and the City;
b. Upon your sustained inability for all or substantially all of 180 calendar days in a 190 day period to perform all of your duties and obligations pursuant to this Position as a result of physical or mental illness or condition, which inability will be verified at the City's expense (to the extent not covered by applicable medical insurance maintained by the City) by a licensed physician within fifteen days of a request for selection. The examining physician will be selected solely by the City;
c. At any time by the City Manager or the City Manager's designee's unilateral termination of your Position. Unilateral termination will be in writing, be signed by the City Manager or the City Manager's designee, and need not state any reason;
d. Your death;
e. Your resignation or retirement, submitted in writing to the City Manager with no less than thirty (30) calendar days of notice and providing for an actual resignation date.
    (1) Failure to provide the aforementioned notice may result in the forfeiture of any sick leave payout to which you may have otherwise been entitled.
    (2) The City Manager may accept your resignation but set a date prior to the date you have stated as your final day of employment.

If this Position terminates upon mutual agreement of you and the City Manager, you will be entitled to:

a. Reimbursement for as-yet non-reimbursed expenses pursuant to this Position;
b. Payout of 100% of accrued and unused vacation leave;
c. Payout of accrued and unused sick leave according to the management package in effect at that time.

If this Position is terminated by unilateral action by the City Manager or the City Manager's designee for reasons that do not constitute cause, you will be entitled only to:

a. Reimbursement for as-yet non-reimbursed expenses pursuant to this Position;
b. Payout of 100% of accrued and unused vacation leave;
c. Payout of accrued and unused sick leave according to the management package in effect at that time;
d. If terminated after 180 days of employment: Twenty (20) weeks of prorated base salary calculated as follows: Your annual base salary as of the termination date, will be divided by 52 weeks, and that amount will be multiplied by 20 weeks, less customary taxes/withholdings; or
e. If terminated within 180 days of employment: Thirty (30) days of prorated base salary calculated as follows: Your annual base salary as of the termination date, will be divided by 365 days, and that amount will be multiplied by 30 days, less customary taxes/withholdings; or

f. No severance pay will be issued if the employee has been terminated for misconduct as defined by Section 443.036(29), Florida Statutes.

If this Position is terminated due to your resignation, retirement, physical disability or death, you or your beneficiary, guardian or personal representative will be entitled only to the following compensation and benefits:

a. Base salary through the date of resignation or such other date as mutually agreed to between you and the City Manager or the City Manager's designee;
b. Reimbursement for as-yet non-reimbursed expenses pursuant to this Position;
c. Payout of 100% of accrued and unused vacation leave according to the management package in effect at that time.
d. Payout of accrued and unused sick leave according to the management package in effect at that time.
e. Life and/or disability benefits if applicable.

Severance pay, if any, does not constitute a part of annual earnings or compensation for services and is excluded from the calculation of pension or retirement benefits.

No modification of or amendment to this Employment Letter will be valid unless reduced to writing and signed by both parties.

No collective-bargaining agreement to which the City is a party will in whole or in part govern, apply to, or be deemed part of or incorporated into this Position.

Any civil action arising out of this Position or the nonperformance or breach of any covenant contained in it will be brought only in Palm Beach County, Florida.

The City's waiver of any breach of any term, condition, or covenant of this Position will not constitute the waiver of any other breach of the same or any other term, condition, or covenant of this Position.

This Employment Letter will be binding on and inure to the benefit of your heirs and personal representatives, and the City regardless of changes in the persons holding office as members of the City.

If any provision of this Position or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, the provision will be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this Position or their application to other parties or circumstances.

This Position and the terms, conditions, and covenants contained in it will be governed by and construed in accordance with the laws of the State of Florida.

This Employment Letter contains the entire agreement and understanding between the City Manager (on behalf of the City) and you. All prior agreements and understandings, whether written or oral, pertaining to the City's employment of you are fully abrogated and of no further force and effect from and after the date of this Employment Letter.

Regardless of which party's counsel prepared the original draft and subsequent revisions of this Employment Letter, the appointee and the City and their respective counsel have had equal opportunity to contribute to and have contributed to its contents, and this Position will not be deemed to be the product of and, therefore, construed against either of them.

The omission from this letter of a term or provision contained in an earlier draft of the letter will have no evidentiary significance regarding the intent of the parties.

The effective date of this Employment Letter is: October 1, 2023 and must be accepted or rejected within 6 days of the date of this letter.

If the foregoing terms and conditions of this Position are acceptable to you, please sign and date the original of this letter, in the space provided below, and return it to me.

Best Regards,

Daniel Dugger
City Manager

Accepted and agreed to by:

Kathryn Matos Dated: 10.16.2023

Kathryn Matos

Reviewed and approved by:

Brett Schneider, Labor Counsel

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Approve the renewal and annual expenditure for the one-year extension for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities under $100,000.

Requested Action:

Staff recommends approval of the renewal and annual expenditure for the one-year extension for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities under $100,000.

Explanation of Request:

As required, the Finance/Procurement Department submits requests for award to the Commission, requests for approval to enter into contracts and agreements as the result of formal solicitations, and to piggyback governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to the Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in Exhibit A (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
TK Elevator Corporation, formerly Thyssenkrupp Elevator Corporation	Elevator Industry Equipment, Repair, Related Products, and Services	Omnia Partners Contract # R200502 COBB # 006251121	October 1, 2024 - September 30, 2025	Estimate Annual Expenditure $65,000

How will this affect city programs or services?

The renewal(s) will be used for those solicitations, contracts/agreements, and piggybacks that are renewed/extended with the same terms and conditions as the initial award.

Fiscal Impact:

Funds have been budgeted under line items as noted in the attached - Exhibit A.

Attachments:
$100K under REQUEST FOR BID EXTENSIONS September 23 2024 Report - Exhibit A.docx
R200502_TK_Notice_of_Material_Change_2021_08_06.pdf
Renewal 2 - R200502_TK Elevator RL2_2024.04.26.pdf

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS UNDER $100,000
September 23, 2024

REQUESTING DEPARTMENT: ***Annalie Holmes***
DEPARTMENT CONTACT: ***Deputy Director of Public Works***
TERM: ***October 1, 2024 to September 30, 2025***
SOURCE FOR PURCHASE: ***Piggy-Back OMNIA Partners Contract Agreement R200502 COBB Resolution R20-137***

ACCOUNT NUMBER:

001-2511-519-49.17 – Facilities Management	$50,000
001-2612-571-46.20 – Library for Schoolhouse Museum	$5,000
401-2821-536-49.17 – Utilities Administration Building	$5,000
401-2811-536-49.17 – West Water Treatment Plant	$5,000

VENDOR(S): ***TK Elevator Corporation formerly Thyssen-Krupp Elevator Corporation***
ANNUAL ESTIMATE: ***$65,000***

DESCRIPTION:
On December 15, 2020, City Commission approved the piggy-back of OMNIA Partners contract R200502 and authorized the City Manager to sign a three-year Agreement with Thyssen-Krupp Elevator Corporation of Kennesaw, GA for the Elevator Industry Equipment, Repair, Related Product and Services. The Agreement was for an initial three (3) years with the option for two additional one-year periods through September 30, 2025. OMNIA Partners renewed the contract with TK Elevator Corporation formerly Thyssen-Krupp Elevator Corporation for a one-year term. Approve the renewal for the 2nd one-year term from October 1, 2024, through September 30, 2025.

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region 4

Notice of Material Change to the Vendor Contract

Pursuant to the terms of your awarded vendor contract, all vendors must notify Region 4 Education Service Center ("Region 4") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of Region 4. Region 4 reserves the right to accept or reject any new party.

thyssenkrupp Elevator Corporation (vendor company name) hereby provides notice of the following material change to contract number: R200502 on this date August 1, 2021.

Instructions: (Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your notice to Region 4 for approval).

- ☐ Assignment
  - __ Indicate if you are assigning to your own subsidiary
  - __ Assumption Agreement
  - __ Other supporting documentation
- ☐ Bankruptcy
  - __ Official legal Notice of Bankruptcy Proceedings
  - __ Other supporting documentation
- ☐ Merger
  - __ Share Exchange Agreement
  - __ Merger and Acquisition Agreement
  - __ Asset Purchase Agreement
  - __ Other supporting documentation
- ☒ Change in ownership *(sale/purchase)* MH
  - __ Asset Purchase Agreement
  - __ Other supporting documentation
- ☐ Acquisition
  - __ Asset Purchase Agreement
  - __ Other supporting documentation
- ☐ Other
  - __ Supporting documentation

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).

Upon approval of this notice, the awarded contract holder and/or subsequent assignee agree to and understand the following principles:

i. **Contract holder reference**. If the contract holder undergoes a merger, acquisition, or partial assignment, in which case they still maintain the contract, then all transactions made under the existing contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing contract, must be provided and approved by Region 4.

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In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the contract holder is also referenced on the transaction.

ii. **Maintenance of records**. Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to OMNIA Partners, Public Sector and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii. **Payments**. Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iv. **Handling of Proprietary and/or Confidential Information**. In accord with the terms of the contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under the contract. Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the Region 4/vendor master agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

Company name of awarded vendor

thyssenkrupp Elevator Corporation

BY: Mark Hintz

NAME: Mark Hintz

TITLE: VP Contracts

Official name of assigned or added company

TK Elevator Corporation

BY: Mark Hintz

NAME: Mark Hintz

TITLE: VP Contracts

Region 4 Education Service Center

DocuSigned by:

BY: Robert Zingelmann

0B1D33BB0130490...

NAME: Robert Zingelmann

TITLE: CFO

DATE: 8/9/2021 | 1:19 PM CDT

DocuSign Envelope ID: 2025F99D-D7C7-4866-9088-446FACA0391E

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "THYSSENKRUPP ELEVATOR CORPORATION", CHANGING ITS NAME FROM "THYSSENKRUPP ELEVATOR CORPORATION" TO "TK ELEVATOR CORPORATION", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF FEBRUARY, A.D. 2021, AT 2:46 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE TWENTY-FIFTH DAY OF FEBRUARY, A.D. 2021.





2045231 8100
SR# 20210496210

Authentication: 202536868
Date: 02-17-21

You may verify this certificate online at corp.delaware.gov/authver.shtml

DocuSign Envelope ID: 2025F99D-D7C7-4866-9088-446FACA0391E

STATE OF DELAWARE
CERTIFICATE OF AMENDMENT
OF CERTIFICATE OF INCORPORATION

THYSSENKRUPP ELEVATOR CORPORATION

a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware.

DOES HEREBY CERTIFY:

FIRST: That by Unanimous Consent of the Board of Directors of thyssenkrupp Elevator Corporation resolutions were duly adopted setting forth the following proposed Amendment of the Certificate of Incorporation of said corporation, declaring said Amendment to be advisable and directing that the Amendment be submitted to the sole shareholder for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED: That the Certificate of Incorporation of this corporation be amended by changing the Article therefor numbered "1" so that, as amended, said Article shall read as follows:

"The name of the corporation is TK Elevator Corporation."

SECOND: That thereafter, pursuant to resolution of its Board of Directors, the holder of all of the outstanding stock of said corporation having a right to vote consented in writing to the aforesaid Amendment in accordance with Section 228 of the General Corporation law of the State of Delaware.

THIRD: That said Amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.

FOURTH: That the capital of said corporation shall not be reduced under or by reason of said amendment.

FIFTH: That said Amendment is to become effective on February 25, 2021.

IN WITNESS WHEREOF, said Corporation, thyssenkrupp Elevator Corporation, has caused this Certificate to be signed by Steve Wedge, an Authorized Officer, this 5th day of February, 2021.

By: S. P. Wedge
Authorized Officer

Name: Steve Wedge

Title: Treasurer and Chief Financial Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:46 PM 02/17/2021
FILED 02:46 PM 02/17/2021
SR 20210496210 - File Number 2045231

DocuSign Envelope ID: 202E3637-2121-464C-92E9-B72A2BB59EA5

REGION 4
EDUCATION SERVICE CENTER

April 26, 2024

Mr. Jeff Jaudes
Jeff.Jaudes@thyssenkrupp.com
National Account Manager
TK Elevator Corporation
3100 Interstate N Circle, SE Suite 500
Atlanta, GA 30339

Re: Renewal Award of Contract #R200502

Dear Mr. Jaudes:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 23, 2024, Region 4 ESC is pleased to announce that TK Elevator Corporation has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on April 7, 2020, and subsequent performance thereafter:

Contract

Elevator Industry Equipment, Repair, Related Products and Services

The contract will expire on September 30, 2025, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Melissa Tillman, at (208) 955-9023 or melissa.tillman@omniapartners.com.

The partnership between TK Elevator Corporation, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:
Jorgannie Carter
F5E37CC1CD4C4AF...

Jorgannie Carter
Chief Financial Officer, Finance and Operations Services

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Commission Meeting Minutes.

Requested Action: Approve minutes from the August 20, 2024 and September 3, 2024 City Commission Meetings.

Explanation of Request: The City Commission met on August 20, 2024 and September 3, 2024, 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.

Fiscal Impact: There is no fiscal impact to the budget from this item.

Attachments:
August 20, 2024 City Commission Minutes.docx
September 3, 2024 City Commission 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, August 20, 2024, at 6:00 P.M.

Present:

Vice Mayor Aimee Kelley
Commissioner Angela Cruz
Commissioner Woodrow L. Hay
Commissioner Thomas Turkin

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesús, City Clerk

1. Agenda Items

A. Call to Order –Mayor Ty Penserga

Vice Mayor Kelley called the meeting to order at 6:00 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll. A quorum was present.

Invocation by Reverend Amalie Ash, First Presbyterian Church.

Invocation was given by Reverend Amalie Ash.

Pledge of Allegiance to the Flag led by Vice Mayor Aimee Kelley

The Pledge of Allegiance was led by Vice Mayor Kelley.

Agenda Approval:

1. Additions, Deletions, Corrections

Commissioner Turkin requested to move 10C to after 3C and allow Public Comment. He also requested to move item 6D prior to 4. There were no objections.

Motion:

Commissioner Turkin moved to allow for Public Comment for item 3D. Commissioner Hay seconded the motion. The motion passed unanimously.

Vice Mayor Kelley explained which items have get Public Comment.

Commissioner Cruz asked to move item 10A before item 3C and to allow for Public Comment.

Commissioner Turkin disagreed.

Vice Mayor Kelley stated that she does not support Public Comment for a first reading because it sets a precedent.

Commissioner Turkin and Commissioner Hay agreed.

Commissioner Cruz said that it was interesting that different items are being treated differently.

2. Adoption

Motion:

Commissioner Cruz moved to approve item 10A before item 3C and to allow for Public Comment. The motion died to lack of second.

Motion:

Commissioner Turkin moved to approve the agenda, as amended. Commissioner Hay seconded the motion. The motion passed unanimously.

2. Other

A. Informational items by the Members of the City Commission.

Commissioner Cruz disclosed that she had calls with residents.

Commissioner Hay stated that he had no disclosures. He announced the Black Business Pop up Event that the City is going on have Friday, August 30, at the Arts and Culture Center.

City Manager Dugger thanked Sheila Tyson for doing an amazing Black Business Pop Up Event last year and said that she took it on this year.

Commissioner Turkin stated that he had a lot of conversations regarding the boat ramp, and he is glad to see people in attendance. He said that he would like to address some allegations that are happening regarding the Little League.

Commissioner Hay said that he would prefer a full City Commission to discuss an item of that nature.

Commissioner Turkin stated that he would like an update under the City Manager Report.

City Manager Dugger noted that there was good progress made.

Motion:

Commissioner Turkin moved to amend the agenda to add an update on East Boynton Little League to 9C. Commissioner Hay seconded the motion. The motion passed unanimously.

Vice Mayor Kelley said that she has received emails regarding to the Harvey Oyer Boat Ramp, and she does not agree with selling of any of our City parks.

City Manager Dugger stated that there were charter businesses affected during Covid and would like to know if someone was affected, so that they can get information out to those business owners.

3. Announcements, Community and Special Events and Presentations

A. Proclamation- Recognizing Lambda Alpha Alpha Chapter and Sigma Delta Delta Chapter of Omega Psi Phi Fraternity, Inc. for Outstanding Work on the Curb Appeal Project.

Vice Commissioner Kelley read the proclamation into the record.

Commissioner Hay stated that this is an outstanding organization, and they have done an amazing job painting 22 homes here in Boynton Beach, and they are now working on them being a part of the Adopt-A-Street.

Tony Robinson thanked the City of Boynton Beach, and said that they are committed to this community, and they enjoy being a part of the community.

Keyon McDavis Sr. thanked the City Commission for the proclamation and noted that the mentorship program they have on the FAU campus has translated to the students.

B. Announcement - "Ambitious Archie, Building a Legacy Through Acts of the Heart" book has been written and released by local Boynton Beach residents Tevin Ali & Tania Shindo-Henderson. This new book was recently released on August 2, 2024 and is available on Amazon and in local bookstores.

Vice Mayor Kelley stated that there is a book by a resident, and that a few copies were donated to the library.

Tevin Ali, author, announced the book and summarized it. He stated that he hosted a book launch, and it has been well received within the community. He noted that it was also #1 on Amazon. He thanked the City Commission for their support.

C. Presentation by Alannah Irwin, Sustainability & Resiliency Administrator regarding the Living Shoreline project.

Alannah Irwin, Sustainability and Resiliency Administrator, spoke about the following regarding living shorelines: objectives; what are living shorelines; living shorelines

support resilient communities; benefits; potential funding opportunities; future plans; proposed location- Jaycee Park; proposed location-intracoastal park; proposed location-mangrove park; and questions.

Commissioner Turkin thanked her for the presentation. He said that this is important, and we need to preserve our gateway. He mentioned that he wanted to preserve Boynton Beach's ecosystem but also partner with municipalities and the County.

Commissioner Hay asked if there are any endangered or protected species in the area.

Ms. Irwin replied yes and noted that they are doing an analysis and are trying to protect endangered species.

Commissioner Cruz thanked her for her presentation.

Vice Mayor Kelley thanked Ms. Irwin and said that it is important to take a look at ways to expand our living shorelines.

10C. Discussion regarding the preservation of Harvey Oyer Park, located at 2010 N. Federal Highway, Boynton Beach, FL 33435, through a restricted covenant.

Item 10C was moved up on the agenda.

Stacey Weinger, Deputy City Attorney, explained that the backup reflects discussions that have occurred to date. She stated that it is proposed to restrict the use to be used a public park for municipal purposes, in perpetuity, providing for perpetual access to the waterfront and boat ramps, and permitting compatible ancillary uses. She said that it would also prohibit residential use of the property in perpetuity. She emphasized that it is a discussion only.

Commissioner Turkin said that since 2020 there has been an attack on the boating and fishing community, and that the previous administration restricted access to only certain hours and increased the annual fees from $50 to $200, which is too high. He spoke about the grant funds received and protection of the board ramp. He said that City Manager Dugger and Attorney Lamb are working to protect the boat ramp, so that there was no opportunity to sell it to a developer or use in a way that they would not want. He said that they are here today to determine what they want to see there forever. He stressed the importance of community input.

Commissioner Turkin asked if lodging should be added to the residential definition.

Attorney Weinger said that it could be added.

Commissioner Turkin said that it was important to include lodging, so there is never a hotel. He stated that they should incorporate 100% City Commission consensus needed to change anything in the future.

Commissioner Hay said that it was never an intent to develop Harvey Oyer Park. He agreed with Commissioner Turkin's comments, and is interested in hearing public input and wants to protect the park.

Commissioner Cruz asked about compatible uses and whether restaurants and retail could be included in the future.

Attorney Weinger explained the restrictive convenance and future uses. She clarified that any future proposed uses would come back before the City Commission for consideration.

Vice Mayor Kelley said that Harvey Oyer Park is important to her family as they have used it for years. She said that it is important to preserve the park and boat ramp in perpetuity, she liked the idea of concessions, and she also wants so hear from residents.

Vice Mayor Kelley opened public comment.

David Merker said that the issue is an important and emotional issue, and that it represents the future of Boynton Beach for children and grandchildren.

Mack McCray said that he was a previous Commissioner, and that the park has been there for years, and that this park is a jewel in the City. He suggested that they already messed up the little league field and asked for this not to be messed up.

Susan Oyer stated that if they put a restaurant in, they will have to put a grease trap. She said that the place in the front is originally set for a tackle shop and could have the food. She suggested that they remove the Commissioners from the decision making, and that this should be a voter referendum change. She suggested locations where restaurants can go and have a program there for the fishes that are caught. She asked for them not to prohibit uses.

Danny Barrow spoke about organizations that he is involved in, and the research that he has been done out of that park. He thanked the Commission for having this discussion, that can lead to a yes vote for a restricted covenant. He clarified the name of the park and said that there is revenue that can be made here. He mentioned the City of Okeechobee and their ice machine.

Barbara Ready stated that they are here for the same reason that the Little League are here, which is because they changed the land development regulations. She stated that this is the only thing that will protect the parks.

Clay Bren stated that he has been using this boat ramp since he was a kid. He mentioned that he does not agree with a restaurant, and noted that it is always packed. He said that when they come to vote, and if someone is against it, he hopes

that they are voted out. He commented that they are doing a great job, and this should never be brought up again.

There were no virtual comments.

Vice Mayor Kelley closed public comment. She reopened public comment.

Betty Roe stated that her home is basically the park, and that she has not heard anyone talk about the fishing gear. She said that she does not understand why this is being passed up and why the playground was taken out there. She mentioned a restaurant that was there, which was demolished.

Cindy Falco De Corrado asked if it is free to the public to take out a boat from there.

Nathanial Sorenson stated that he heard that this was going to be gone, and if so, the other ramps would be inundated. He stated that it is important to have options to get to the ocean.

Norm Kahn stated that he goes out there with his family, and it would be a terrible thing to not be able to continue doing that. He asked if they could add dredging it to the agreement.

Chip Sheehan stated that he bought his home where he did because of this boat ramp. He mentioned the events that happen here, and anyone that wants to sell it or get rid of it is not okay.

Bill Richeter stated that it is important for the Commission to listen to the residents. He also spoke about dredging.

Vice Mayor Kelley closed public comment. She asked if there is a way that they could require changes to go to a referendum or does it have to stay how it is.

Attorney Lamb mentioned that it is a city-owned park, and it usually resides with the Commission. She noted that it is not appropriate to make it a referendum, but they could make it a vote of five.

Commissioner Turkin stated that he agrees with the dredging and would like to see where they are at with it. He asked if the Attorney could delete the word “restaurant” and have a tackle shop with food inside/concession.

Attorney Weinger stated that they could do that.

Adam Temple, Assistant City Manager, mentioned the restrictions and what would have to be done.

Vice Mayor Kelley spoke about it being able to be done.

Commissioner Turkin suggested adding no lodging and making this strict. He thanked the community for coming out and supporting the City. He mentioned that the City Manager and City Attorney caught this, and he has been attacked recently, and they have been serving the community. He thanked the Board and staff for their dedication to the community. He also asked if they could identify what is going on with the dredging.

Commissioner Hay stated that he does not want to see hotels, motels, stores, etc. He said that we could easily come up with a 5-0 vote to support something the citizens want. He agreed that this should go to referendum.

Commissioner Cruz stated that the people have spoken as to what they would like to see there, and she would support the parameters.

Vice Mayor Kelley agrees with the consensus of the board. She mentioned that she understands for the request of the referendum but agrees with legal counsel.

Attorney Weinger asked for clarification.

Commissioner Turkin suggested marine industry related retail.

Attorney Lamb stated that she will do her research on the retail and further information regarding the referendum.

Commissioner Turkin stated that they should do both, a unanimous vote from the City Commission and a referendum.

> **6D**. Proposed Resolution No. R24-183- Approving an Interlocal Agreement between the City of Boynton Beach and the Village of Golf for the Provision of Fire Rescue and Emergency Medical Services. The term of this Agreement shall be for a period of ten years commencing October 1, 2024 and ending September 30, 2034.

Chief Hugh Bruder stated that they are excited to have these relationships with other municipalities.

Ms. Christine Thrower-Skinner, Village of Golf Manager, stated that she appreciates the relationship that they have with Boynton Beach, and she is proud of their little community. She gave kudos to the firefights and emphasized that she is grateful for their partnership.

Commissioner Cruz thanked Chief Bruder for working on this.

Motion:

Commissioner Cruz moved to approve Proposed Resolution No. R24-183. Commissioner Hay seconded the motion.

Vice Mayor Kelley opened public comment. No one came forth to speak. Vice Mayor Kelley closed public comment.

The motion passed unanimously.

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).

Coach Danny Mendoza at Boynton Beach High School thanked the City Commission and staff for their support. He mentioned that football can change the community and change lives. He noted they will focus on integrity, accountability, and high character.

Susan Oyer asked why the lights in Poinciana have not been changed out. She said that those lights have been proven to cause cancer. She inquired why the Sara Sims Orchard has not been replanted and maintained. She mentioned needing a brochure for new residents with the rules of the City. She asked for the referendum to get rid of the covenant.

Mike Wood spoke about the pioneer boat ramp and stated that it has been 6 months now with the temporary barricades and would like to see if they can use half the ramp until the work has been done. He asked for clarification on when the work will start.

David Canton stated that he is here regarding the Pioneer Boat Ramp and asked for clarification on what is going on with it.

Tony Sancaro said that he is happy to have the renewed partnership after today's conversation with the City Manager. He mentioned turf that they cannot use at Woolbright. He spoke about not having access to a field right now, because it is locked up. He said that he was told that Field 1 cannot be used unless you are with Barowitz. He noted that this is what happens when things are privatized.

Cindy Falco Di Corrado spoke about an assessment fee that she received in her mail. She said that when she does not want to pay for this. She mentioned that she was accosted here in the Commission Chambers, and nobody has been reprimanded, and that she is appalled. She asked what we have for the women in the City, because everything is sports related and geared towards men. She also asked about when she they will get a park in Forest Park.

Mack McCray stated that this is the second meeting that someone mentioned the City Manager working 80 hours and it is illegal, whether they are getting paid or not.

Gregory Hartmann mentioned a space in Gulf View property, and another property by the hospital, and said that they would make great additions to the park system for the City. He mentioned annexation for the area out west and said that they would benefit from being a part of the City.

Jessica Ferguson stated that today was a good move in the right direction for partnership with the Little League. She spoke about the concerns that were brought up, and asked about an item on the agenda, regarding proposal 10A and would like to have more information about it.

Karen Reinhart spoke about the wire mesh in the community that produce radio frequencies and are harmful to people. She spoke about signs being put up in the neighborhood already, but nothing has been tested yet against hurricanes or anything, and that they bring down the property value of their homes. She said that the community standards are selective in her neighborhood.

John Ready thanked the City for the progress they have made for the Little League. He mentioned that they need to recognize the Little League for the accomplishments. He said that he looks forward to working with the City.

Melissa Hagens stated that she is here about a pole that has been placed in front of her house. She said that she concerned about it, and that it looks bad and is concerned with it falling on her property. She mentioned that she needs another dead-end sign.

David Merker asked about Proposed Ordinance for 24-012, and wanted clarification, and asked if there will be a vote on it tonight or not.

Valerie Pleasanton stated that she is appalled about the recent suggestions by Code Enforcement, such as her overgrown lawn within a week. She discussed citations that were issued to her mom.

Commissioner Hay stated that he has heard several times about the blue lights and would like to know more information about it. He mentioned that he has heard that it affects African Americans.

Mack mentioned that most of the lights are by FPL and if they fail, they turn purple. He confirmed that he will do research.

Commissioner Turkin asked about what can and cannot be done on the swales.

Vice Mayor Kelley suggested that Commissioner Turkin speak to Mr. Temple on code restrictions.

Attorney Lamb stated that there is a proposed ordinance on the topic coming up soon, but if the City Commission would like to discuss what they would like to see, then it can be prepared for a future meeting.

5. Administrative

A. Ratify Art Advisory Board Chair and Vice-Chair

Motion:

Commissioner Turkin moved to ratify Gregory Hartmann as Chair and Hector Velazquez as Vice Chair of the Art Advisory Board. Commissioner Hay seconded the motion. The motion passed unanimously.

B. Community Support Funds.

Motion:

Commissioner Turkin moved to approve $1,000 to the Boynton Beach High School Football Team, from Vice Mayor Kelley's Community Support Funds. Commissioner Hay seconded the motion. The motion passed unanimously.

Motion:

Commissioner Hay moved to approve $1,000 to the Boynton Beach High School Football Team, from Commissioner Turkin's Community Support Funds. Commissioner Cruz seconded the motion. The motion passed unanimously.

Motion:

Commissioner Cruz moved to approve $1,000 to the Boynton Beach High School Football Team, from Commissioner Hay's Community Support Funds. Commissioner Turkin seconded the motion. The motion passed unanimously.

6. Consent Agenda

A. Proposed Resolution No. R24-178- Approving the Event Sponsorship Agreement between the City of Boynton Beach and The ALS Association, Inc. for the 2024 Walk to Defeat ALS Boynton on September 28, 2024 at Centennial Park and Amphitheater.

B. Proposed Resolution No. R24-179- Approving and authorizing the assessment and recording of nuisance abatement liens against properties in the public

records of Palm Beach County.

C. Proposed Resolution No. R24-181- Approving a Literacy AmeriCorps Palm Beach County Cooperative Agreement for 2024 - 2025.

D. Proposed Resolution No. R24-183- Approving an Interlocal Agreement between the City of Boynton Beach and the Village of Golf for the Provision of Fire Rescue and Emergency Medical Services. The term of this Agreement shall be for a period of ten years commencing October 1, 2024 and ending September 30, 2034.

Item 6D was heard earlier in the meeting.

E. Commission Meeting Minutes.

Motion:

Commissioner Cruz moved to approve the remainder of consent agenda. Commissioner Hay seconded the motion. The motion passed unanimously.

7. Consent Bids and Purchases over $100,000

A. Proposed Resolution No. R24-180- Approve an increase to the annual expenditure of the State of Florida Agreement #94131608-16-P with PRIDE Enterprises in the amount of $35,000, increasing the estimated annual expenditure from $80,000 to $115,000 for the purchase of recap/retread tires.

B. Proposed Resolution No. R24-182- Approve Change Order No. 4 to Purchase Order No. 230742 with B&B Underground Construction for the construction of project Bid No. UTL22-036 Dimick Road and Potter Road Utility Stormwater and Water Infrastructure Improvements Project increasing the base contract amount from $3,003,845.89 to $3,017,635.89 and increasing the contingency by $23,034.36 from $100,000 to $123,034.46 for a total contract amount not to exceed $3,140,670.35, and approving a Utility Capital Improvement Fund (403) budget transfer in the amount of $23,034.46.

C. Proposed Resolution No. R24-184- Approve an increase of the annual expenditure from an amount not to exceed $1,200,000 to an amount not to exceed $1,500,000 for the Integrated Supply Agreement for Integrated Business Solutions Services with Genuine Parts Company.

D. Proposed Resolution No. R24-185- Approve a Piggyback Agreement with Motorola Solutions to replace handheld radios, upgrade existing dispatch radio consoles, and purchase two additional dispatch radio consoles in an amount not to exceed $2,406,374.71, which will be paid utilizing a $1,065,185 technology credit with the remaining balance of $1,341,189.71

paid utilizing budgeted dollars.

E. Proposed Resolution No. R24-186- Award Invitation to Bid No. CS24-037 for the Lake Boynton Estates Road Resurfacing and Pedestrian Crossing project to Atlantic Southern Paving and Sealcoating, LLC, and approve a Construction Contract with Atlantic Southern Paving and Sealcoating, LLC, for $1,316,712.95, plus a 10% contingency of $131,671.30, for a total amount of $1,448,384.25. Proposed Resolution No. R24-187- Approving a Capital Appropriation Amendment for Budget Year 2023-2024 for the Lake Boynton Estates Road Resurfacing and Pedestrian Crossing project.

F. Proposed Resolution No. R24-188- Approve the Second Amendment to the Progressive Design Build Agreement with Globaltech, Inc. in the amount of $7,032,108 for the East Water Treatment Plant Generator Replacement Project-Phase 2B to proceed with the final step of construction in a two-step construction format and approve a Utility Capital Improvement Fund 403 budget transfer based on the Guaranteed Maximum Price negotiated for the construction phase of the Progressive Design Build project.

Commissioner Turkin pulled items 7B, 7D, 7E, and 7F.

Motion:

Commissioner Hay moved to approve the remainder of Consent Bids and Purchases over $100,000. Commissioner Turkin seconded the motion. The motion passed unanimously.

7B. Proposed Resolution No. R24-182- Approve Change Order No. 4 to Purchase Order No. 230742 with B&B Underground Construction for the construction of project Bid No. UTL22-036 Dimick Road and Potter Road Utility Stormwater and Water Infrastructure Improvements Project increasing the base contract amount from $3,003,845.89 to $3,017,635.89 and increasing the contingency by $23,034.36 from $100,000 to $123,034.46 for a total contract amount not to exceed $3,140,670.35, and approving a Utility Capital Improvement Fund (403) budget transfer in the amount of $23,034.46.

Commissioner Turkin asked for a brief overview.

Dr. Poonam Kalkat, Utilities Director, introduced herself.

Keith Webber, Assistant Utilities Director, spoke about this item, and said that it was a mathematical error for $23K, and there were discrepancies with Procurement. He spoke about using the 10% contingency and what else was replaced while the project was happening.

Commissioner Turkin clarified the adjustment and about the $23K amendment, and the approval process.

Attorney Lamb spoke about the contract process.

Commissioner Turkin reiterated that it is important to understand how strict it is to have changes made to things that they approve.

Vice Mayor Kelley thanked them.

Motion:

Commissioner Turkin moved to approve Proposed Resolution No. R24-182. Commissioner Hay seconded the motion. The motion passed unanimously.

> **7D.** Proposed Resolution No. R24-185- Approve a Piggyback Agreement with Motorola Solutions to replace handheld radios, upgrade existing dispatch radio consoles, and purchase two additional dispatch radio consoles in an amount not to exceed $2,406,374.71, which will be paid utilizing a $1,065,185 technology credit with the remaining balance of $1,341,189.71 paid utilizing budgeted dollars.

Assistant Chief Jack Dale spoke about the radios and their end of life. He mentioned that they chose a less expensive option out of what they had, and the benefits of the technology.

Commissioner Hay said that he wanted to hear about the technology.

Assistant Chief Dale spoke about the problems that they have had before and said that they will have better transmission in buildings with thicker walls.

Commissioner Turkin asked how old the current radios are.

Assistant Chief Dale said that they are approximately 8 years old.

Commissioner Turkin mentioned the technology credit and the budgeted amounts that they have.

Assistant Chief Dale explained the technology credit that they got from Motorola.

Commissioner Turkin asked if the City Manager or anyone can issue the technology credit.

Attorney Lamb spoke about the procurement code and what is allowed for the manager to sign off on and what comes before the Commission.

Commissioner Turkin clarified the process of budgeting and coming back to the Commission for final approval. He thanked the Police for all they do and utilizing the

technology credit.

Vice Mayor Kelley asked about the two additional radio consoles.

Assistant Chief Dale said that they were in need of them, but will be reimbursed by the County.

Motion:

Commissioner Turkin moved to approve Proposed Resolution No. R24-185. Commissioner Hay seconded the motion. The motion passed unanimously.

> **7E.** Proposed Resolution No. R24-186- Award Invitation to Bid No. CS24-037 for the Lake Boynton Estates Road Resurfacing and Pedestrian Crossing project to Atlantic Southern Paving and Sealcoating, LLC, and approve a Construction Contract with Atlantic Southern Paving and Sealcoating, LLC, for $1,316,712.95, plus a 10% contingency of $131,671.30, for a total amount of $1,448,384.25. Proposed Resolution No. R24-187- Approving a Capital Appropriation Amendment for Budget Year 2023-2024 for the Lake Boynton Estates Road Resurfacing and Pedestrian Crossing project.

Carl Frumenti, Division Director Construction Services, stated that they would like to take the opportunity to make the swales all consistent throughout the City. He said that they would like to create the sidewalk network complete. He spoke about the following: project overview; project justification; project objectives and scope of work; project duration; and questions.

Commissioner Turkin thanked them for what they do and said that they have been doing a lot of road paving projects. He asked about the 10% contingency.

Mr. Frumenti explained what the contingency can cover and said that it is there as a safety net.

Commissioner Turkin asked about the 10% contingency and if Public Works could pass that.

Attorney Lamb explained that they would have to come back for approval from Commission for anything over what is approved. She spoke about the process for the agreement and what would come back to the Commission.

Commissioner Cruz stated that she wanted to give kudos in regard to the projects that have been completed, and asked for park signs to make sure the park stays passive, and so that cars do not park there.

Motion:

Commissioner Turkin moved to approve Proposed Resolution No. R24-186. Commissioner Hay seconded the motion. The motion passed unanimously.

7F. Proposed Resolution No. R24-188- Approve the Second Amendment to the Progressive Design Build Agreement with Globaltech, Inc. in the amount of $7,032,108 for the East Water Treatment Plant Generator Replacement Project-Phase 2B to proceed with the final step of construction in a two-step construction format and approve a Utility Capital Improvement Fund 403 budget transfer based on the Guaranteed Maximum Price negotiated for the construction phase of the Progressive Design Build project.

Dr. Poonam Kalkat, Utilities Director, stated that they did this project as a progressive design build. She said that they inherited this project, and decided that they needed to make some changes for some of the piping, for the generators to be in the right place. She spoke about the process that they did, to procure the generators at a lower cost. She mentioned the different phases and what is being completed in those phases.

Commissioner Turkin asked if the $7M is the price of the whole project, and if there was a slight increase that is back for an approval.

Dr. Kalkat responded yes, and she explained the process for the phases.

Mr. Webber spoke about the generator cost and the money that they saved by purchasing them themselves. He stated that this includes the 10% contingency in the guaranteed maximum price. He spoke about the structural upgrades that were needed, and using the funds that are encumbered now.

Dr. Kalkat Poonam spoke about the grant that has helped.

Commissioner Turkin clarified coming back to the Commission for approval of additional costs to the City, and what would happen if this was not approved.

Attorney Lamb spoke about grants and the timeframes that are typically given with them.

Motion:

Commissioner Turkin moved to approve Proposed Resolution No. R24-188. Commissioner Cruz seconded the motion. The motion passed unanimously.

8. 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.

City Clerk De Jesús swore in those intending to speak.

Commissioner Cruz said regarding Items 8A-B that she has not had any ex-parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

Commissioner Hay said regarding Items 8A-B that he has not had any ex-parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Commissioner Turkin said regarding Items 8A-B that he has not had any ex-parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. He requested that these disclosures and all written communications be made a part of the record.

Vice Mayor Kelley said regarding Items 8A-B that she has not had any ex-parte communication, has not received written communication, has not conducted an investigation, has not made a site visit, and has not received expert opinions. She requested that these disclosures and all written communications be made a part of the record.

A. Proposed Ordinance No. 24-014- Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 89-38 by amending the future land use map of the City of Boynton Beach, Florida, for a portion of an approximately .60 acre parcel of real property located at 500 northeast 21st avenue, Boynton Beach, Florida, by changing the future land use classification from medium density residential (MEDR) to local retail commercial (LRC); declaring the proposed amendment to the future land use map to be consistent with all other elements of the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date. Proposed Ordinance No. 24-015- Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Ordinance No. 02-013 to rezone an approximately .60 acre parcel of real property located at 500 northeast 21st Avenue, Boynton Beach, Florida, from multi-family residential (R3) to neighborhood commercial (C2); declaring the proposed amendment to be consistent with the comprehensive plan of the City; providing for severability, conflicts, and providing for an effective date.

Attorney Lamb said that there have been no changes.

Commissioner Turkin disclosed that he also spoke with Jim Cizsik.

City Clerk De Jesús read the Ordinance into the record.

Vice Mayor Kelley opened public comment. No one came forth. She closed public comment.

Motion:

Commissioner Turkin moved to approve Ordinance No 24-014, on Second Reading. Commissioner Hay seconded the motion. In a roll call vote, the motion passed unanimously.

Motion:

Commissioner Turkin moved to approve Ordinance No 24-015, on Second Reading. Commissioner Hay seconded the motion. In a roll call vote, the motion passed unanimously.

B. Proposed Ordinance No. 24-016- Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, approving the abandonment of portions of an existing utility easement associated with the Shoppes at Boynton Beach Development Project, located at 2202 N. Congress Avenue; providing an effective date; and for all other purposes.

City Clerk De Jesús read the Ordinance into the record.

Motion:

Commissioner Turkin moved to approve Ordinance No 24-016, on Second Reading. Commissioner Hay seconded the motion. In a roll call vote, the motion passed unanimously.

Vice Mayor Kelley opened public comment. No one came forth. Vice Mayor Kelley closed public comment.

9. City Manager's Report- None

A. Receive update on the status of future agenda items.

Commissioner Cruz stated that there was a note passed and asked for it to be part of the public record.

Attorney Lamb stated that the City Manager and the City Attorney are not subject to Sunshine Law and that they are not subject to public disclosures. She said the note had nothing to do with City business.

City Manager Dugger stated that during the agenda reviews, they went over the agenda items, and if there are any questions on a particular item, they can go over it.

Vice Mayor Kelley stated that there were dates on some of the next items.

City Manager Dugger stated that Mr. Mack came up with the format, at the direction of the City Commission. He spoke about the items that were requested and will be on the next meeting.

Commissioner Turkin spoke about paving in the City and asked about ARPA.

City Manager Dugger mentioned that there were some issues with following the ARPA guidelines. He mentioned the personnel that has been working on preserving the ARPA funds. He spoke about the $5.2M that will not have to be paid back and spoke about revenue loss. He reviewed the projects that were not approved by ARPA funds and could not be used towards the projects.

Commissioner Turkin thanked Candace Walls for her help.

Commissioner Hay clarified that there are no ARPA funds that have to be returned.

City Manager Dugger said yes.

Commissioner Kelley said that she is fine with her items where staff has put them.

Commissioner Cruz stated that she is fine with the changes.

B. Budget Status Report for FY2023 - 2024 thru June 2024 (unaudited).

Mr. Peter Kajokis, Finance Director, updated the status of the budget. He said that we have collected about 83% of the ad valorem taxes for this year. He spoke about the fund revenues that is paid with the taxes; updated the fund expenditures; utility revenues; and questions.

C. East Boynton Little League Update

City Manager Dugger said that a productive meeting was held today regarding the East Boynton Little League. He noted a lot of misinformation was cleared up. He read the text message sent by Jessica Ferguson. He stated that a new sports provider agreement will be contingent on the litigation being dropped.

Commissioner Turkin asked if there was any solicitation of an indoor facility or privatization of the fields.

City Manager Dugger replied no.

Commissioner Turkin asked why the previous contract was terminated.

Attorney Lamb said that it was for breach of contract.

Commissioner Turkin asked for clarification about coming back to the City Commission for approvals.

City Manager Dugger spoke about recognizing the kids for their accomplishments, and the upgrades that have been done.

Commissioner Turkin mentioned that communication is key, and that they all need to work on being better at it, to prevent rumors.

Vice Mayor Kelley encouraged using social media to get the right information out to the residents.

10. Regular Agenda

A. Proposed Ordinance No. 24-012- First Reading- An Ordinance of the City of Boynton Beach, Florida, amending Part II, Chapter 2, "Administration," Article II, "City Manager," Section 2-30 "Powers and Duties Generally," by creating a new subsection "K," authorizing the City Manager to execute certain contracts on behalf of the City; providing for codification, severability, conflicts, and an effective date.

City Clerk De Jesús read the Ordinance into the record.

Attorney Weinger stated that they are seeking clarification on what can and cannot be signed by the City Manager. She spoke about the gaps that they have seen and mentioned what they are trying to fix. She mentioned reaching out to the department directors about issues that they have had in the past, and what could be done to make it better. She clarified what this ordinance can and cannot do. She explained what was suggested, as to what the City Manager could sign off on.

Commission Turkin asked about a time limit to it and impact if it was not signed on time.

Attorney Lamb spoke about the parking agreement process.

Commissioner Turkin clarified if it could be bypassed.

Attorney Weinger stated that the right of contract lies with the City Commission.

Commissioner Turkin asked if there has been a situation where we have almost been liable to litigation because something has not been signed.

Attorney Lamb mentioned what happens more frequently with the agreements.

Commissioner Turkin asked for an explanation of what is being proposed in layman's terms.

Attorney Lamb spoke about the disconnect from prior years. She noted that they asked staff to identify types of administrative items that are time sensitive that need to be executed. She stated that they are trying to make it clear what should stay administrative and what should come to the City Commission.

Commissioner Turkin stated that looking at this, it is an operational inefficiency. He said that he does not care who signs the documents, he just does not want the residents to suffer. He said that he is in agreement with any of the Commissioners or the manager signing it. He spoke about the residents not caring who signs on an agreement to allow them to park somewhere for an event.

Commissioner Hay mentioned that he does not like to have these types of discussions when there is not a full City Commission. He said that he is uncomfortable with this, and that this is causing too much unnecessary dust and smoke. He asked why we are doing this and rushing it. He suggested more discussion.

Commissioner Cruz stated that they should have a discussion at another time. She asked about line 59, procurement contracts, within the limit of the scope of the City Manager. She gave a theoretical example with the Little League, and it is under the threshold of procurement.

Attorney Weinger spoke about the procurement process and what would be allowed. She said the intent of this is to establish clear rules and framework. This is only intended things for the City to allow the City to do things.

There was discussion regarding hypotheticals for what would be allowed for the City Manager to sign off on; checks and balances; clear policy direction; and charter rights.

Commissioner Cruz stated that she was doing research in regard to attorney general opinions, about changing the charter. She said that anything in the charter is supposed to be changed by referendum. She explained that she would not like to move forward with this because it contradicts the changes to the charter. She read Section 10 of the charter for the record.

City Manager Dugger said that he has enough to sign on a daily basis, and this is something that was brought up while he was away. He said that they are looking for a

single point of contingency, an alternative, if the Mayor cannot sign off on something. He stated that they can make it the Vice Mayor, and there will be more discussion at second reading.

Vice Mayor Kelley stated that this is one of the things that she has expected, and that this is more of a clarification of what has been happening in the past. She said that this is why they brought a City Attorney in-house, to find these discrepancies, and fix it. She stated that this is not a charter amendment, this is simply an ordinance. She noted that the Charters' Section 10 primarily concerns deeds, bonds, and situations where the City is a party, and that specific section outlines that the Mayor has to sign those documents. She stated that although she appreciates the City Manager suggesting he forego signing, the City Commission is only here part-time, and she wants to make sure that they are being good stewards for the community. She emphasized that she does not like to see the City be less efficient. She stated that most of these do not have monetary involvement, and she does not want to touch anything that has to do with HR documents.

Attorney Lamb clarified that this was not brought about because the Mayor was not here or available to sign things. She said that this is basic day to day items that need to be done and have no expenditures or would create a liability for the City. She mentioned that they do not know who the future Mayor might be, and it might be harder to sign off on documents. She commented that we need clear lines on who can do what.

Commissioner Turkin asked for clarification if what is necessary for us to go to referendum.

Attorney Weinger stated their opinion, as the Attorneys, including Article 10, is that they do not see this as a charter conflict, or anything that has to go to referendum.

Commissioner Cruz read Section 10 of the charter. She said that it is relevant in this conversation.

Attorney Lamb spoke about their legal opinion, and said she does not believe this violates the charter. She mentioned that reading that section as a blanket, there would be many ordinances that would come back and need to be repealed.

There was further discussion regarding what the charter allows and does not allow.

Attorney Lamb recommended tabling the item. She said that she could have someone come into the workshop that specializes in this and to further discuss. She stated that the workshop would be open to the public but there would be no public comment.

Motion:

Commissioner Turkin moved to table Ordinance No. 24-012 on First Reading.

Commissioner Hay seconded the motion. In a roll call vote, the motion passed unanimously.

B. Proposed Ordinance No. 24-017- First Reading- An Ordinance of the City Commission for the City of Boynton Beach, Florida, amending the City of Boynton Beach's Code of Ordinances; Chapter 15 "Offenses- Miscellaneous*," Article IX "Community Appearance and Maintenance," Section 15-120 "Minimum Standards for Appearance and Maintenance of Public Property and Private Property;" providing for conflicts, severability, codification; and providing for an effective date.

City Clerk De Jesús read the Ordinance into the record.

Motion:

Commissioner Turkin moved to table Ordinance No 24-017 on First Reading. Commissioner Hay seconded the motion. The motion passed unanimously.

C. Discussion regarding the preservation of Harvey Oyer Park, located at 2010 N. Federal Highway, Boynton Beach, FL 33435, through a restricted covenant.

Item 10C was heard after item 3C.

D. Commission discussion and presentation by Poonam Kalkat on proposed utility rates and tier revisions for FY 24/25

Discussion ensued about tabling the item. Dr. Kalkat stated there have been no changes since the July 2024 presentation.

Motion:

Commissioner Cruz moved to table this discussion. Commissioner Hay seconded the motion. The motion passed unanimously.

11. Future Agenda Items

A. Discussion and review of draft cleanliness plan.- **September 3, 2024**
Requested by Mayor Penserga

B. Discussion regarding formalized Tree Planting Program.- **September 3, 2024**
Requested by Mayor Penserga.

C. Discussion regarding youth student attendance, at National League of Cities Conference, sponsored by the City.**- September 3, 2024**
Requested by Commission Hay.

D. Discussion regarding infrastructure, specifically paving in the City. - **September 3, 2024**
Requested by Commissioner Turkin and Commissioner Cruz.

E. Update on funds from the settlement with Town Square. - **September 3, 2024**
Requested by Mayor Penserga.

F. Update on ARPA Funds. - **September 3, 2024** Requested by Mayor Penserga.

G. Discussion regarding adding a Sister City from Ireland. - **October 1, 2024**
Requested by Vice Mayor Kelley.

H. Update on upgrades to water treatment plants to meet future drinking water regulations.- **October 15, 2024**
Requested by Mayor Penserga.

I. Discussion regarding additional digital signs. - **December 3, 2024** Requested by Commissioner Hay.

J. Discussion regarding Procurement Policies and Procedures, including local business preference. - **December 3, 2024**
Requested by Mayor Penserga and Commissioner Cruz.

K. Discussion regarding City entry way signage. - **January 21, 2025** Requested by Mayor Penserga.

L. Discussion regarding combining City properties together to create senior affordable housing . **- Pending meeting with Mayor Penserga**
Requested by Mayor Penserga.

M. Discussion regarding Rapid Re-housing Program.- **Pending meeting with Mayor**
Penserga
Requested by Mayor Penserga.

N. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

O. Discussion regarding Hazard Pay for Community Standards.- **Pending meeting with Commissioner Cruz**
Requested by Commissioner Cruz.

P. Discussion regarding requirements for Advisory Board Appointments.- **Pending meeting with Vice Mayor Kelley**
Requested by Vice Mayor Kelley.

Q. Discussion regarding Artificial Turf Ordinance.- **Pending meeting with Commissioner Turkin**
Requested by Commissioner Turkin.

12. Adjournment

Motion:

Commissioner Turkin moved to adjourn the meeting. Commissioner Hay seconded the motion. The motion passed unanimously.

There being no further business to discuss, the meeting was adjourned at 9:54 P.M.

CITY OF BOYNTON BEACH

ATTEST:

_____
Maylee De Jesús, MPA, MMC

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, September 3, 2024, at 6:00 P.M.

Present:

Mayor Ty Penserga
Vice Mayor Aimee Kelley
Commissioner Angela Cruz
Commissioner Woodrow L. Hay
Commissioner Thomas Turkin

Daniel Dugger, City Manager
Shawna Lamb, City Attorney
Maylee De Jesús, City Clerk

1. Agenda Items

A. Call to Order –Mayor Ty Penserga

Mayor Penserga called the meeting to order at 6:04 P.M.

Roll Call

City Clerk Maylee De Jesús called the roll. A quorum was present.

Invocation by Commissioner Woodrow Hay.

Invocation was given by Commissioner Hay.

Pledge of Allegiance to the Flag led by Commissioner Angela Cruz

The Pledge of Allegiance was led by Commissioner Cruz.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Penserga requested to move agenda item 3 before agenda item 2.

Vice Mayor Kelley mentioned that agenda item 2A should be before the presentations.

Mayor Penserga acknowledged that item 2A would be heard before the presentations.

There were no objections.

2. Adoption

Motion:

Commissioner Turkin moved to approve the agenda, as amended. Commissioner Hay

seconded the motion. The motion passed unanimously.

2. Other

A. Informational items by the Members of the City Commission.

Commissioner Cruz disclosed that she spoke with the Fire Chief and residents regarding item 6J.

Commissioner Hay stated that he attended the Black Business Pop Up Event, which was well attended, and he was pleased to see the turnout. He shared that he had the opportunity to attend the Kamala Harris event that morning.

Commissioner Turkin mentioned that he attended the Black Business Pop Up Event and noted it had a great turnout. He gave recognition to the events team for their efforts.

Commissioner Kelley thanked the Economic Development team for successfully kicking off the small business summit.

Mayor Penserga echoed the sentiments expressed about the events.

> **3A.** The City Commission is recognizing the East Boynton Beach Little League 11 and Under team for winning the 2024 Florida State Championship title. These talented players beat Keystone Little League 11 and Under Allstars 8-2 for the win. For all of their hard work, talent and determination, they make the city proud.

Mayor Penserga recognized the Little League Team for winning the Florida State Championship Title and read their names into the record.

Coach Mario Marchione thanked the Board for formally congratulating the team and spoke about its history. He shared their goal to win the Little League Series next year and highlighted the friendships formed and the hard work put into the team.

Commissioner Turkin commented that next year, the achievement will be for the World Series.

> **3B.** State of Education Report by District 4 School Board Member Erica Whitfield.

Erica Whitfield stated that she wanted to provide an update on the State of Education in Boynton Beach.

Mayor Penserga mentioned that the new Principal for Poinciana was also present.

Ms. Whitfield provided the following updates: named schools within Boynton Beach; the

school district is back to being an A District, one of two in the State of Florida; school grades in Boynton Beach; introduced new Principals in a few schools within Boynton Beach; attendance in schools post-Covid; and the half penny sales tax that they added as a referendum.

Mayor Penserga thanked Ms. Whitfield and expressed his happiness about the improvement in school grades. He asked if there was anything the Board could do beyond communication to help improve attendance.

Ms. Whitfield noted that some people became accustomed to missing school during Covid and no longer viewed it as a big deal. She emphasized the importance of attendance and suggested visiting schools and recognizing students for their attendance achievements.

Vice Mayor Kelley asked about the new proposed potential school schedules and inquired if there was an update on the response.

Ms. Whitfield explained that the changes would not be implemented until 2026, and they were hoping to approach Legislation to request flexibility or an exemption from the new timeframe. She detailed the potential difficulties that the changes would bring, and suggested signing a letter to support the school board.

Vice Mayor Kelley expressed surprise at how quickly the change passed and remarked that it would be a logistical nightmare.

Ms. Whitfield noted that it has been about two years since the change was passed, and she now opposes it due to her concerns.

Vice Mayor Kelley discussed the impact that the change would have on high school students. She thanked Ms. Whitfield for her report and expressed agreement with recognizing attendance.

Mayor Penserga mentioned that he had a meeting with the principals a while ago and noted that there are many exciting things happening in the schools, which should be shared with the community.

Ms. Whitfield mentioned that they have a new Communications Director and introduced the new Principal for Poinciana.

Shannon Stockman, Poinciana Principal, thanked everyone for welcoming her into the community and remarked that it is a fantastic place.

3C. Report on FEMA Flood Zones by Richard Radcliffe, Executive Director, Palm Beach County League of Cities

Richard Radcliffe expressed his gratitude to the Board and provided an overview of the upcoming FEMA changes for flood zones, effective December 20, 2024. He explained

that these changes would extend the flood map further west into Boynton Beach. He noted that he represents all 39 municipalities and emphasized the importance of media communications to inform residents of Palm Beach County. He highlighted the obligation to ensure that residents are aware of the changes.

Commissioner Cruz thanked him for his presentation and stressed the importance of this information for the community. She requested that the City share the County's website, to allow residents to check the updated map.

Mr. Radcliffe commended the County for their website and mentioned the upcoming meeting. He noted the need for someone to attend and spoke about the "Elected People under 40" recognition at the National League of Cities conference.

Vice Mayor Kelley asked if the meeting would be in person only.

Mr. Radcliffe confirmed that it would be held at the Police Station

3D. Proclamation- Hunger Action Month.

Vice Mayor Kelley read the proclamation into the record.

Amy Talbot, Feeding South Florida, thanked the Board for recognizing September as Hunger Action Month. She spoke about Hunger Action Month and their Feeding South Florida location.

3E. Proclamation- Hunger Action Month.

Mayor Penserga announced the meeting.

3F. Announcement of the City of Boynton Beach 9/11 Ceremony

Mayor Penserga announced the ceremony.

Item 2B was heard following item 3F.

B. Commission discussion and presentation by Poonam Kalkat on proposed utility rates and tier revisions for FY 24-25. (Tabled from August 20, 2024)

Motion:

Commissioner Hay moved to remove the item from the table. Commissioner Cruz seconded the motion. The motion passed unanimously.

Dr. Poonam Kalkat, Utilities Director, mentioned that the information requested previously remained the same, with an additional tier structure suggested by Commissioner Cruz.

Ryan Smith, Rate Consultant, explained that last year, when discussing rate changes, they explored other ways to introduce cost-justified revisions. He reviewed the following: purpose; recommendations; miscellaneous fees; and residential wastewater billing cap.

Dr. Kalkat noted that a new meter installation would trigger an increase.

Mr. Smith continued with residential wastewater billing cap; alternative water commodity tiers; alternative water commodity tiers- commercial impact; revised tiers- residential impact; residential bill comparison; and estimated annual revenue impact.

Dr. Kalkat compared the commodity tier structure to neighboring utilities and presented a monthly water and wastewater bill comparison with neighboring utilities.

Mr. Smith also elaborated on the commodity tier comparison with neighboring utilities, emphasizing that the proposed changes align closely with other utilities and support reducing the tiers. He provided a monthly water and wastewater bill comparison, FY-2025 rate increases for neighboring utilities, and a residential bill comparison.

Dr. Kalkat highlighted their current focus on the City's needs and discussions with bond consultants.

Dr. Kalkat stated that they are not requesting a rate increase.

Mr. Smith clarified that they are requesting an adjustment in the tiers.

Commissioner Cruz noted that for the last 100 years, Tier 1 in the City has been set at 0-9K gallons, but the current proposal is to change it to 0-7K gallons. She requested to keep Tier 1 the same and make adjustments to the higher tiers, and she explained her reason.

Dr. Kalkat reiterated that the change from 0-9K to 0-7K gallons would only be incremental over the 7K gallons, not for the entire amount of gallons used.

Commissioner Cruz acknowledged the response but maintained her request to keep Tier 1 unchanged.

Mr. Smith provided data on flow frequency for residents using between 7K-9K gallons, which stands at 4%. He explained the importance of maintaining consistent tiers and referenced conservation structures in California, which are facing challenges, as a reason for sticking to this structure.

Commissioner Cruz mentioned that Delray Beach’s Tier 1 covers 0-12K gallons, and reiterated her desire to keep Boynton Beach's Tier 1 unchanged and allow adjustments to be made for the higher tiers.

Vice Mayor Kelley pointed out that last year, the City approved an annual rate adjustment for the next few years and asked about the specific increase.

Dr. Kalkat responded that they proposed a 10% increase in the first year and 5% in the subsequent years.

Vice Mayor Kelley thanked them for exploring alternative ways to avoid annual rate increases. She emphasized that residents deserve clean pipes and clean water, and reiterated her support for the increase, noting that it affects only a small portion of residents. She mentioned that the City would likely need to consider another increase next year.

Mayor Penserga stated that there was nothing to vote on tonight and summarized the concerns raised on both sides.

Dr. Kalkat mentioned that if irrigation is used wisely, residents could reduce their water usage.

C. Proposed Resolution No. R24-189- Adopt the proposed millage rate for the General Fund for Fiscal Year 2024-2025. Proposed Resolution No. R24-190- Adopt the Tentative Budget for the General Fund and all other funds for Fiscal Year 2024-2025.

Mayor Penserga asked if these two items required separate public comments.

City Attorney Lamb Attorney confirmed that public comment should be separate.

Anthony Davidson, Budget Manager, provided a presentation covering the following topics: the purpose of the millage and budget hearing; state truth in millage (TRIM); proposed tax levy vs rollback rate; adjustments post-budget workshop general fund revenue highlights for both revenues and expenditures; all funds appropriation summary; millage rate impact on residential and commercial properties; and responded to questions.

Mayor Penserga opened public comments.

Cindy Falco De Corrado expressed her dissatisfaction with the changes in personnel and the high salaries being paid to employees. She voiced her frustration, stating that residents are tired of being robbed.

Mayor Penserga clarified that the millage rate is actually being reduced.

Tom Ramiccio reflected on the budget discussions over the past few months and suggested that a different process be developed for next year. He spoke about the need for earlier involvement in the process and expressed concern over a $12 million increase in the budget. He requested that a zero-based budget approach be used for the following year.

There were no virtual comments.

Mayor Penserga closed public comments.

Commissioner Turkin stated that he would like to see a zero-based budget implemented.

Motion:

Vice Mayor Kelley moved to approve Resolution No. R24-189. Commissioner Cruz seconded the motion. The motion passed unanimously.

Mayor Penserga opened public comments on Resolution No. R24-190.

Susan Oyer stated that there should be savings with half of the lights being out and expressed her support for a zero-based budget. She mentioned that the overall budget has seen a significant increase. She suggested that take-home cars should be limited to Police personnel only. Additionally, she questioned where the personnel savings are, considering that two employees are now managing multiple departments.

No virtual comments.

Mayor Penserga closed public comments.

Motion:

Vice Mayor Kelley moved to approve Resolution No. R24-190. Commissioner Hay seconded the motion. The motion passed unanimously.

D. Proposed Resolution No. R24-191- Annual Comprehensive Fee Schedule Rate Changes for Fiscal Year 2024-2025.

Anthony Davidson stated that only three departments are affected by the changes.

Annalie Holmes, Public Works Assistant Director, provided information on the following topics: historical residential rates versus inflation for solid rates; a rate comparison for residential services; and a roll-off container comparison.

Commissioner Hay asked what "Been There Dump That" refers to.

Ms. Holmes clarified that it is another company.

Adam Temple, Assistant City Manager, spoke about the departmental reorganization and the proposals made by Amanda Radigan.

Vice Mayor Kelley inquired about the fees Mr. Temple was referencing.

Mr. Temple explained the proposed rate increases.

Mayor Penserga opened public comments. No one came forth to speak. He closed public comments.

Motion:

Commissioner Turkin moved to approve Resolution No. R24-191. Commissioner Hay seconded the motion. The motion passed unanimously.

E. Proposed Resolution No. R24-192- Adopting the final fire assessment fee for fiscal year 2024-2025.

Chief Hugh Bruder stated that he had reviewed the presentation in July. He discussed continued efforts to educate residents about the Fire Assessment and noted that the information was available on the City's website, including the PowerPoint presentation.

Mayor Penserga requested a short recess at 8:14 P.M.

The City Commission reconvened at 8:22 P.M.

Chief Bruder presented on the following: the need for a Fire Assessment; projected capital improvements using the proposed fire assessment increase; the proposed $25 increase; Fire Assessment Fee comparison by municipality, municipal service taxable items; and funding additional resources through mutual aid during training.

Commissioner Hay commented that West Palm Beach, the largest City in Palm Beach County, has the lowest fire assessment rate.

Chief Bruder responded that West Palm Beach's millage rate is 9%.

Commissioner Cruz stated that after speaking with residents, there was confusion regarding the proposed increase, with some believing it would be an additional $145 on top of the current $120 assessment. She also mentioned that residents were asking what previous Fire Assessment revenue had been used for.

Chief Bruder explained that the original concept behind the Fire Assessment was to eventually sunset it, but he emphasized that it should be a permanent fee, as it cannot simply go away. He provided details on what the current fee is used for, according to statutory requirements, and mentioned that the additional $25 would cover future projects.

Commissioner Cruz sought to clarify the proposed $25 increase and suggested a smaller $20 increase instead, given that there had not been an increase in many years.

Chief Bruder emphasized that they are asking for what is needed, not more.

Mayor Penserga asked a resident to leave due to interruptions.

City Attorney Lamb stated that the resident could be allowed back during the public comment period if desired.

Mayor Penserga remarked that there had been multiple interruptions throughout the night,

and order needed to be maintained.

Chief Bruder continued, stating that while there are projects that need to be completed, they will have to be covered at some point. He said it was up to the Board to make a decision.

Commissioner Turkin stated that he wanted to make his position clear. He mentioned that he had heard from his constituents, who do not support the increase, and he would not go against their wishes.

Mayor Penserga opened public comments.

David Merker expressed that it was common sense to vote in favor of the increase, as the safety of the people was more important than a small amount of money.

Debbie Matchia mentioned that volunteer Firefighters often engage in fundraising to purchase expensive equipment. She suggested asking for donations to cover the extra funds being requested.

Christy Bellmont shared that she is on a fixed budget and supported the idea of fundraising to meet the City's needs. She commented that residents do not have the same wealth as those living in other parts of Palm Beach County.

Cindy Falco De Corrado discussed the Coast Guard’s responsibility for water safety. She added that she had only seen special fire vehicles during City events and expressed that residents should not have to pay for what she referred to as "extra toys" for the Fire Station.

Susan Oyer stated that she supports the proposal, but has some questions. She asked if the Harvey Oyer building is where the internal affairs department is located or if it is housed elsewhere. She pointed out that various buildings are being used for other purposes, such as children’s art classes, and inquired about the location of the Firefighter equipment for water rescues. She also mentioned that a fire assessment waiver is available for those unable to pay.

Schneider expressed concern that many people are unable to afford additional expenses and urged the Board to be mindful of those struggling financially.

Trinetta echoed Mr. Schneider’s concerns, noting that while the assessments may seem small, every little bit adds up. She emphasized that many are still recovering from the effects of COVID-19 and are doing their best to make ends meet.

There were no virtual comments.

Mayor Penserga closed public comments.

Vice Mayor Kelley reminded everyone that there is an exemption form available for those who cannot pay the fee, and it is accessible on the City’s website. She explained that the exemption renews annually and can be reevaluated each year. She also mentioned that Fire Station 3 is located in District 4, and its residents and firefighters deserve a new

station instead of constant temporary fixes.

Commissioner Cruz shared that she is conflicted because many residents have expressed opposition to the increase, but she also understands and supports the need for a new Fire Station. She reiterated that she would support no more than a $20 increase and suggested that staff should attend meetings to help residents apply for the waiver, if possible.

Commissioner Hay highlighted that safety has always been a top priority and stressed the importance of timely responses to fires, noting that every second counts. He stated that reducing response times by even one minute is worth the $2 per month increase. He added that many of his constituents believe the return on this investment is well worth it, and he supports the $25 assessment due to its clear benefits.

Mayor Penserga stated that he will never compromise on safety. He reiterated that exemption forms are available for those unable to pay. He expressed discomfort with the fact that Firefighters are staying in a dilapidated firehouse and emphasized that ensuring the City's fire services are up to standard is crucial, especially in emergencies.

Motion:

Commissioner Hay moved to approve Resolution No. R24-192. Vice Mayor Kelley seconded the motion. The motion passed 3-2, with Commissioner Turkin and Commissioner Cruz dissenting.

3. Announcements, Community and Special Events and Presentations

Item 3A was heard following item 2A.

A. The City Commission is recognizing the East Boynton Beach Little League 11 and Under team for winning the 2024 Florida State Championship title. These talented players beat Keystone Little League 11 and Under Allstars 8-2 for the win. For all of their hard work, talent and determination, they make the city proud.

B. State of Education Report by District 4 School Board Member Erica Whitfield.

C. Report on FEMA Flood Zones by Richard Radcliffe, Executive Director, Palm Beach County League of Cities

D. Proclamation- Hunger Action Month.

E. Proclamation- Hunger Action Month.

F. Announcement of the City of Boynton Beach 9/11 Ceremony

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).

Melissa Haggens spoke about the pole in front of her house and the fumes coming from construction nearby. She expressed her desire to sit in front of her house without getting sick. She also mentioned the need for Firefighters to be able to turn around on the street without using her driveway. She requested a new dead-end sign at the beginning of the street.

Commissioner Hay asked for her address, and Ms. Haggens provided 2240 NW 2nd Street.

Christy Momont raised two concerns, the first being Police presence. She shared that she travels from Lake Worth to Boynton every day and noted that drivers are going straight from the turning lane on Congress. She has requested Police enforcement with radar guns. She mentioned that her second concern was about the number of cars in the Forest Park neighborhood, making it difficult to drive through. She suggested there should be restrictions on how many vehicles are allowed per house.

Susan Oyer stated that she has previously brought up similar concerns. She congratulated ELLBB. She mentioned state parks being considered for changes and urged a referendum. She requested that the LDRs be reviewed to protect the parks. She mentioned that Code Enforcement is targeting people with items in their carports and suggested that there are numerous ways to conserve water.

Cindy Falco De Corrado spoke about a FOIA request she made regarding the cameras inside the Chambers. She expressed concerns about the Fire Assessment, which she considered a tax. She said that her assessment has increased to $200 and suggested an external garbage pickup should be provided. She asked how much of the assessment goes toward sewage and emphasized that property owners should have full control over their property.

Gabriella Favitta announced that FPL would be providing breakfast after the 9/11 ceremony.

5. Administrative

A. Community Support Funds.

Mayor Penserga stated that there are requests from Vice Mayor Kelley, Commissioner Turkin, and Commission Hay for Community Support Funds to various organizations.

Motion:

Commissioner Turkin moved to approve all Community Support Fund requests. Commissioner Hay seconded the motion. The motion passed unanimously.

B. Discussion regarding changing the date of the first Commission meeting in November, due to the National Election.

City Manager Dugger stated that they can combine the meeting, cancel the meeting, or change it.

Commissioner Turkin stated that the day before the election day was suggested.

There was discussion regarding the dates and consensus to move it to November 4th.

6. Consent Agenda

A. Proposed Resolution No. R24-193- Approve a 3-year, 36-month subscription agreement with AT&T to add SIP Lines (Session Initiation Protocol Lines) to the Police Department's Communication Center. The total amount for three years is $25,777.80 ($8,592.60/year).

B. Proposed Resolution No. R24-194- Approve a Waiver of Deadline to the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency (CRA), for the CRA District Streetscape/Lighting Improvements.

C. Proposed Resolution No. R24-195- Approve a First Amendment to the Professional Services Agreement for Risk Management Information System Software Services with Origami Risk LLC for a three-year renewal period, and an annual expenditure not to exceed $95,410 per year and a total not to exceed amount of $286,230.

D. Proposed Resolution No. R24-196- Approve a Third Amendment to the Interlocal agreement between The City of Boynton Beach and the Boynton Beach Community Redevelopment Agency for the improvements to the Historic Woman's Club of Boynton Beach.

E. Proposed Resolution No. R24-197- Approving Modification No. 2 to Grant Agreement No. H0861 between the Florida Division of Emergency Management and the City of Boynton Beach extending the deadline six (6) months for Watershed Master Planning activities due to new State of Florida stormwater rule regulations.

F. Proposed Resolution No. R24-198- Interlocal Agreement between the Palm

Beach County Sheriff and the City of Boynton Beach pertaining to the Operation Stonegarden Grant Program.

G. Proposed Resolution No. R24-199- Approve an easement located within the Hester Community Center site of 1901 N. Seacrest Blvd, Boynton Beach, FL 33435, at the request of Florida Power & Light Company.

H. Proposed Resolution No. R24-200- Approve an Amendment to the Community Development Block Grant (CDBG) FY2020 to reprogram Planning and Administration CDBG Coronavirus leftover funds to provide Emergency Rental Assistance.

I. Proposed Resolution No. R24-201- Subcontract Agreement - Bicycle and Pedestrian Focused Initiative with the Florida Department of Transportation (FDOT) through a grant with the University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management (IPTM).

J. Proposed Resolution No. R24-202- Approve the Collective Bargaining Agreement with Boynton Beach Association of Fire Fighters Florida Local 1891 of the International Association of Fire Fighters, AFL-CIO, CLC effective October 1, 2024 through September 30, 2027.

K. Proposed Resolution No. R24-203- Approving the terms and conditions of the CLIO North American Terms of Service Agreement and the related Proposal (collectively the "Agreement") between the City of Boynton Beach and Themis Solutions, Inc. a/k/a CLIO to purchase and utilize the Contractor’s products and services for legal technology services.

L. Proposed Resolution No. R24-205- Adoption of the 2024-2029 Strategic Plan for the City of Boynton Beach.

M. Commission Meeting Minutes.

Motion:

Commissioner Turkin moved to approve the consent agenda. Commissioner Hay seconded the motion. The motion passed unanimously.

7. Consent Bids and Purchases over $100,000

A. Proposed Resolution No. R24-204- Approve the renewal of insurance policy for property, liability, auto, and workers' compensation insurance coverage with Preferred Governmental Insurance Trust (PGIT) for the policy term: October 1, 2024, through September 30, 2025.

Motion:

Vice Mayor Kelley moved to approve Consent Bids and Purchases over $100,000. Commissioner Turkin seconded the motion. The motion passed unanimously.

8. Public Hearing - None

9. City Manager's Report- None

10. Regular Agenda

A. Proposed Ordinance No. 24-012- First Reading- An Ordinance of the City of Boynton Beach, Florida, amending Part II, Chapter 2, "Administration," Article II, "City Manager," Section 2-30 "Powers and Duties Generally," by creating a new subsection "K," authorizing the City Manager to execute certain contracts on behalf of the City; providing for codification, severability, conflicts, and an effective date. (Tabled from August 20, 2024).

City Clerk De Jesús read the Ordinance into the record.

City Attorney Lamb mentioned that Ms. Ryan was present. She confirmed that there were no changes.

Commissioner Turkin asked if this allows the Mayor or anyone else to bypass the bidding process.

City Attorney Lamb clarified the procurement code, stating that no one can make changes to City-owned property without City Commission approval. She further explained that none of the items in question involve monetary funds and discussed the maximum expenditure allowed without needing to go to the City Commission.

Commissioner Turkin then inquired about an emergency grant.

City Attorney Lamb mentioned that she was able to get the document signed. She discussed the grant process and clarified that this policy determines what the Manager can sign.

Commissioner Turkin emphasized the importance of operational efficiency, stating that he does not mind who signs, as long as grant funding opportunities are not missed.

Mayor Penserga expressed support for e-signatures but noted that this was his first time hearing about the emergency grant, and he had not been notified.

City Attorney Lamb stated that everything now goes through her office, streamlining the process and improving efficiency.

Mayor Penserga requested to be notified when documents requiring his signature come through and reiterated that any renegotiated contracts must return to the City Commission.

Commissioner Cruz mentioned that she had heard complaints about documents not being signed but stressed that it is not fair to blame someone for not being present. She suggested sending an email if something needs to be signed, and in the worst-case scenario, the Vice Mayor could sign.

Commissioner Turkin reiterated the need to create a mechanism for signatures when someone is unavailable, emphasizing that city business should not be halted and calling for a balanced approach.

Mayor Penserga acknowledged that some documents are time-sensitive but pointed out that others are not. He stated that agreements should be completed in advance, and there should be clarification on who signs, but it should not be limited to when the Mayor is unavailable.

City Attorney Lamb clarified that the discussion is not about time-sensitive documents but rather establishing parameters on what the City Manager can and cannot sign.

Mayor Penserga agreed with the clarification.

Commissioner Hay stated that while they all signed documents, the current discussion is unnecessary. He suggested that if the Mayor is unavailable, other members of the City Commission should be able to sign.

Commissioner Cruz raised a concern about a biased comment made earlier. She asked if an RFP under $50K for Harvey Oyer Park would fall within the City Manager’s signing authority. She emphasized that she was presenting facts, not opinions, and referenced the importance of checks and balances.

Commissioner Turkin clarified that his comment was unrelated to hers.

Commissioner Hay added that if an item exceeds a monetary threshold, it must return to the City Commission for approval.

City Attorney Lamb clarified that the procurement policy allows the City Manager to sign off on amounts under a certain threshold.

Commissioner Hay mentioned the importance of checks and balances.

Mayor Penserga commented that the only item under Human Resources is something beyond their control.

Vice Mayor Kelley stated that there are items the City Commission do not need to review, such as an Adopt-a-Road application. She suggested that if there are specific items they do not want the City Manager to sign, they should highlight them. She explained that the recommendations were for routine, everyday items that do not cost the City any money and that the City Manager should have the authority to sign these.

Vice Mayor Kelley added that if the procurement process were to be questioned, it would come back to the City Commission. If the procurement code needs amending, they could address that, but these items are typical daily matters.

City Manager Dugger mentioned receiving legal advice from three separate Attorneys.

Mayor Penserga clarified his stance on his availability.

Commissioner Cruz reflected on the past 100 years and mentioned the advice of Attorneys. She suggested that the Attorney General's opinion would be the most reliable and that she could request one.

Commissioner Cruz expressed concerns about procurement and commented on changing current practices.

Mayor Penserga stated that there was room for compromise.

City Attorney Lamb added that there would be separate ordinances, and certain items would be struck from the list.

Motion:

Vice Mayor Kelley moved to approve Proposed Ordinance No. 24-012. Commissioner Turkin seconded the motion. The motion failed 2-3, with Mayor Penserga, Commissioner Hay and Commissioner Cruz dissenting.

Discussion continued regarding the changes they wanted to see.

Motion:

Commissioner Turkin moved to approve with striking 1-4, 6-9 and move it to a separate ordinance and establish a pecking order for signature authority. Commissioner Hay seconded the motion. The motion passed unanimously.

B. Proposed Ordinance No. 24-017- First Reading- An Ordinance of the City Commission for the City of Boynton Beach, Florida, amending the City of Boynton Beach's Code of Ordinances; Chapter 15 "Offenses- Miscellaneous*," Article IX "Community Appearance and Maintenance," Section 15-120 "Minimum Standards for Appearance and Maintenance of Public Property and Private Property;" providing for conflicts, severability, codification; and providing for an effective date.

City Clerk De Jesús read the Ordinance into the record.

Candice Stone, Community Standards Director, presented the purpose of the ordinance amendment and provided updates on key highlights.

Commissioner Hay asked about roofs.

Ms. Stone explained how they measure roof discoloration.

Commissioner Turkin spoke about the intent behind the ordinance and expressed disagreement with the proposed changes to grass height, preferring to keep it as it currently is. He agreed that measuring roof discoloration can be challenging.

Ms. Stone mentioned that many complaints they receive relate to abandoned properties, and some of the concerns included in the ordinance stem from those complaints.

Commissioner Turkin reiterated his preference for maintaining the grass height limit at 8 inches.

City Attorney Lamb suggested a compromise, proposing that the grass height should not exceed 6 inches within two weeks.

Commissioner Turkin agreed with this suggestion.

Commissioner Hay inquired about carport storage regulations.

Ms. Stone explained that they typically issue citations when people have excessive junk in a carport and park their cars outside of it.

Motion:

Vice Mayor Kelley moved to approve Proposed Ordinance No. 24-017. Commissioner Turkin seconded the motion. The motion passed unanimously.

C. Proposed Ordinance No. 24-018- First Reading - An Ordinance of the City Commission of the City of Boynton Beach, Florida; Amending Chapter 18, Article IV, Pensions for Firefighters, Section 18-185 "Normal Retirement Date,"

of the City Code to Permit Normal Retirement at Twenty Years of Service by Removing the Second Tier Adopted in 2019.

City Clerk De Jesús read the Ordinance into the record.

Chief Bruder discussed the importance of achieving revenue neutrality and reinstating the 20-year retirement plan.

Commissioner Cruz expressed her appreciation for making the plan both revenue neutral and fiscally responsible.

Commissioner Turkin disclosed that he had a conversation with Firefighter Georgio Salame.

Motion:

Vice Mayor Kelley moved to approve Proposed Ordinance No. 24-018. Commissioner Turkin seconded the motion. The motion passed unanimously.

D. Proposed Ordinance No. 24-019- First Reading - Amending Part II of the Code of Ordinances, Chapter 26, "Water, Sewer, and City Utilities" to provide that all water, sewer, and City Utility fees, rates, and charges shall be set by the City Commission by resolution and authorizing an annual CPI adjustment, providing for conflicts, severability , codification, and an effective date.

City Clerk De Jesús read the Ordinance into the record.

Dr. Kalkat introduced the ordinance and explained that they are proposing to change it from an ordinance to a resolution, as it would be easier to make adjustments in the future. She mentioned the annual CPI rate and the process of returning to the City Commission for approval.

Mayor Penserga commented that there is no need to argue about rates increasing with the CPI.

Commissioner Cruz clarified that the change involves approving the matter by Resolution rather than Ordinance.

Motion:

Vice Mayor Kelley moved to approve Proposed Ordinance No. 24-019. Commissioner Hay seconded the motion. The motion passed 4-1, with Commissioner Cruz dissenting.

E. Discussion regarding formalized Tree Planting Program.

Alanna Irwin, Sustainability and Resiliency Administrator, provided updates on the following topics: background of the tree program; adoption of the program; holding four annual tree giveaways; planting trees in communities; and differences between the state assessment and local efforts. She also mentioned partnering with other organizations and adopting a more targeted approach.

Mayor Penserga inquired about the program's goals and the number of trees planted so far. Ms. Irwin explained that the goal was 3,000 trees per year, and mentioned a goal of 3,600 since 2020, noting that they were currently below expectations in certain areas.

Mayor Penserga commented on the significant impact trees have on neighborhoods and communities, emphasizing their many benefits. He thanked Ms. Irwin for her efforts.

Commissioner Cruz also thanked her and asked if there were any ideas for increasing community involvement, to enhance the program's numbers.

Ms. Irwin responded that by explaining past initiatives and exploring what could be done in the future to meet the goals.

F. Discussion regarding youth student attendance at a National League of Cities Conference, sponsored by the City.

Candace Walls, Chief of Staff, discussed her efforts to connect with the National League of Cities (NLC) to gather information for youth programs. She mentioned a robust program in another City and highlighted the essay contest and activities for students. She estimated that the cost per attendee would be approximately $1,700, including the need for chaperones.

Commissioner Hay expressed that it has been a priority of his to see local youth participating in the NLC conference alongside other municipalities. He emphasized that it is an excellent opportunity for the City to invest in its youth and requested that the topic be revisited.

Mayor Penserga voiced his support for the initiative.

Ms. Walls reiterated that the estimated cost per person is $1,700 and mentioned available scholarship opportunities.

Vice Mayor Kelley shared that she spoke with a municipality that runs a similar program and had the chance to interact with the students, noting the benefits of such programs.

Commissioner Cruz commended Commissioner Hay for his focus on youth and inquired whether there should be an application process.

Commissioner Hay agreed, stating that a screening process would likely be necessary.

Commissioner Cruz also suggested that the program be limited to local students.

G. Update on ARPA Funds.

Peter Kajokas, Financial Services, spoke about the ARPA funds as follows: state and local fiscal recovery funds- ARPA; ARPA funds reporting deadline; ARPA fund update as of 2nd quarter 2024; ARPA funds reconciliation as of 6/30/2024; and questions.

H. Update on funds from the settlement with Town Square.

Mr. Kajokas discussed the funds received from a settlement and explained where they had been deposited.

Mayor Penserga asked if the funds had been spent or if they were still available.

City Attorney Lamb clarified that all the litigation funds had been fully spent. She mentioned that they are still in the early stages of litigation, and additional fees would need to come from her budget, which was not originally planned for. She recommended finding a more economical option moving forward.

City Manager Dugger added that other funds had not yet been spent and were awaiting a decision from the City Commission.

I. Discussion regarding infrastructure, specifically paving in the City.

Kevin Ramsey, Public Works Director, spoke about the following: planning tool-arcgis-15-year road restoration platform; road resurfacing and neighborhood project priorities (no utility conflicts); and road resurfacing and neighborhood project priorities (with utility conflicts). He also addressed an email received from a resident.

Commissioner Hay asked if the proposed changes would negatively affect scheduling south of MLK.

Deputy City Manager Mack explained that the current discussion was part of their "wish list" and that the items in question were already scheduled to happen.

Commissioner Turkin thanked Mr. Mack for the update and suggested that ARPA (American Rescue Plan Act) funds should be used for road paving.

City Manager Dugger discussed the use of revenue funds, emphasizing that they must be spent within a certain timeframe. He also talked about maintaining a healthy fund balance and identifying which funds could be used for specific projects.

Commissioner Hay requested clarification on the ARPA funds.

City Manager Dugger provided further explanation of the restrictions associated with ARPA

funds and the process of identifying eligible revenue funds.

Commissioner Cruz shared that she had received numerous complaints from residents who felt that not enough was being done. She specifically asked for information on what was approved in 2023, particularly for Golfview Harbor.

Mr. Ramsey outlined what had been approved and the necessary changes that followed. He noted that the utility project for Golfview Harbor is expected to take place in 2024-2025.

Commissioner Cruz reiterated that ARPA funds had been allocated to Golfview Harbor in 2023 and requested confirmation.

Mr. Ramsey confirmed that no funds remained.

Mr. Mack discussed the potential reallocation of ARPA funds.

Vice Mayor Kelley expressed agreement with Commissioner Cruz, stating that there was no reason not to support the project again.

11. Future Agenda Items

A. Discussion and review of draft cleanliness plan.- September 23, 2024
B. Discussion regarding adding a Sister City from Ireland. - October 1, 2024
C. Update on upgrades to water treatment plants to meet future drinking water regulations.- October 15, 2024
D. Discussion regarding Artificial Turf Ordinance.- October 15, 2024
E. Discussion regarding Procurement Policies and Procedures, including local business preference. - December 3, 2024
F. Discussion regarding additional digital signs. - January 21, 2025
G. Discussion regarding City entry way signage. - January 21, 2025
H. Discussion regarding combining City properties together to create senior affordable housing . - Pending meeting with Mayor Penserga
I. Discussion regarding Rapid Re-housing Program.- Pending meeting with Mayor Penserga
J. Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.- Pending meeting with Commissioner Cruz
K. Discussion regarding Hazard Pay for Community Standards.- Pending meeting with Commissioner Cruz
L. Discussion regarding requirements for Advisory Board Appointments.- Pending meeting with Vice Mayor Kelley

12. Adjournment

Motion:

Commissioner Turkin moved to adjourn the meeting. Vice Mayor Kelley seconded the motion. The motion passed unanimously.

There being no further business to discuss, the meeting was adjourned at 10:58 P.M.

CITY OF BOYNTON BEACH

ATTEST:

_____
Maylee De Jesús, MPA, MMC

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Approve the renewal and annual expenditure for the one-year extension for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities over $100,000.

Requested Action:

Staff recommends approval of the renewal and annual expenditure for the one-year extension for RFPs/Bids and/or piggybacks for the procurement of services and/or commodities over $100,000.

Explanation of Request: As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggyback governmental contracts. Options to extend or renew are noted in the “Agenda Request Item” presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in Exhibit A (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
Fortline Inc., Core & Main	Annual Supply of Brass Fittings and Accessories	City of Boynton Beach Bid No. WH22-047	October 17, 2024 - October 16, 2025	Annual Estimated Expenditure $250,000
Fortline Inc., Core & Main	Annual Supply of Pipe Fittings and Accessories	City of Boynton Beach Bid No. WH22-048	October 5, 2024 - October 4, 2025	Annual Estimated Expenditure $250,000
Mullings Engineering Services, Inc.; Odums, Sod Inc.	Sod and Sod Installation Services	City of Boynton Beach Bid No. CW22- 027 (SE FL Government Purchasing Co-op Bid)	October 1, 2024 - September 30, 2025	Annual Estimated Expenditure $150,000

Sunset Sod, Inc.	Sod and Sod Installation Services	City of Boynton Beach Bid No. CW22- 027 (SE FL Government Purchasing Co-op Bid)	October 1, 2024 - September 30, 2025	In accordance with the General Conditions for Bidder Section – Article 40. PRICES, TERMS, AND PAYMENT within the Bid Document the vendor has requested to exercise its right to increase its costs for sod per square foot following the All Urban Consumers Price Index (CPI-U). The vendor requests an increase in its costs per sod square foot. Staff recommends approval of the rate increases. Staff recommends approval of the rate increases

East Coast Mulch	Mulch	Piggyback City of Pompano Beach Contract #E-28-23 Cooperative Bid COBB # PW24-016	September 26, 2024 - September 25, 2025	Annual Estimated Expenditure $100,000
Juniper Landscaping of Florida, LLC	Athletic Field Maintenance	Piggyback the City of Hollywood, Florida Agreement # PA600356 COBB # REC22-011	May 20, 2024 - May 19, 2025	Annual Estimated Expenditure $400,000
TRISTAR Claims Management Services, Inc.	Third Party Administrator for Workers Comp, Employer Liability, Property and Liability	Piggyback Board of County Commissioners Lake County, Florida Contract # 23-524 City of Boynton Beach Contract # HR24-014	October 1, 2024 - December 18, 2026	Annual Estimated Expenditure $1,375,000

How will this affect city programs or services? The renewal(s) will be used for those solicitations, contracts/agreements, and piggybacks that are renewed/extended with the same terms and conditions as the initial award.

Fiscal Impact: Funds have been budgeted under line items as noted in the attached - Exhibit A.

Attachments:
$100K over REQUEST FOR BID EXTENSIONS September 23 2024 Report - Exhibit A.docx
Core & Main - Brass Fittings
Fortiline Inc. - Brass Fittings
Core and Main - Pipe Fittings
Fortiline Inc. - Brass Fittings
Renewal Interest Letter - Mullings Engineering Services Inc - 24-25 Signed.pdf
Renewal Interest Letter - Odums Sod Inc 24 - 25 Signed.pdf
Sunset Sod, Inc. - Renewal Interest Letter & Letter Request Rates Increase - 24-25 - Signed
Sunset Sod, inc. - Old Pricing from 2022 thru 10.2024
Sunset Sod, Inc. - Renewal Request - New Rates for 2024-2025
East Coast Mulch - Pembroke Pines Co-op Contract #E-28-23 - Renewal for 2024 - 2025
East Coast Mulch Co-op Contract #E-28-23 Tabulation Renewal Rates 1 - 2024-2025
R-2024-119 Juniper Landscaping Renewal-1.pdf
Tristar Claims Management Svs - 23-524 renewal -2026.pdf

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS OVER $100,000
SEPTEMBER 23, 2024

REQUESTING DEPARTMENT: ***MATERIALS AND DISTRIBUTION***
DEPARTMENT CONTACT: ***Mike Dauta***
TERM: ***October 17, 2024 to October 16, 2025***
SOURCE FOR PURCHASE: ***City of Boynton Beach Bid No. WH22-047 Annual Supply for Brass Fittings and Accessories***
ACCOUNT NUMBER(S): ***502-0000-141-0100***
VENDOR(S): ***Fortline Inc., and Core & Main***
ANNUAL ESTIMATE: ***$250,000***

DESCRIPTION:
On September 8, 2022, City Commission approved Bid No. WH22-047 for the Annual Supply for Brass Fittings and Accessories. The Bid has three (3) additional one-year renewal options. This will be the 2nd renewal, the vendor has agreed to renew the contract for a one-year renewal from October 17, 2024, through October 16, 2025.

REQUESTING DEPARTMENT: ***MATERIALS AND DISTRIBUTION***
DEPARTMENT CONTACT: ***Mike Dauta***
TERM: ***October 5, 2024, to October 4, 2025***
SOURCE FOR PURCHASE: ***City of Boynton Beach Bid No. WH22-048 – Annual Supply for Pipe Fittings and Accessories***
ACCOUNT NUMBER(S): ***502-0000-141-0100***
VENDOR(S): ***Fortline Inc., and Core & Main***
ANNUAL ESTIMATE: ***$250,000***

DESCRIPTION:
On September 8, 2022, City Commission approved Bid No. WH22-048 for an Annual Supply for Pipe Fittings and Accessories. The Bid has three (3) additional one-year renewal options. This will be the 2nd renewal, the vendor has agreed to renew the contract for a one-year renewal of October 5, 2024, through October 4, 2025.

REQUESTING DEPARTMENT: ***PUBLIC WORKS – PARKS & GROUNDS***
DEPARTMENT CONTACT: ***Maurice Permenter***
TERM: ***October 1, 2024, to September 30, 2025***
SOURCE FOR PURCHASE: ***City of Boynton Beach Bid No. CW22-027 – Sod and Sod installation – SE FL Co-Op***
ACCOUNT NUMBER(S): ***001-2730-572.46-98***
VENDOR(S): ***Sunset Sod Inc.; Mullings Engineering Services; Odums Sod, Inc.***
ANNUAL ESTIMATE: ***$150,000***

DESCRIPTION:
On September 8, 2022, City Commission awarded Bid No. CW22-027 for Sod and Sod Installation Services to four (4) vendors. Three (3) vendors remain under contract with the City of Boynton Beach (Sunset Sod, Inc.; Mullings Engineering Services; & Odums Sod Inc). The Bid has three (3) additional one-year renewal options. This will be the 1st renewal and the three (3) vendors have agreed to renew the agreement for the one-year renewal of October 1, 2024, through September 30, 2025.

Sunset Sod, Inc., in accordance with the General Conditions for Bidder Section – Article 40. PRICES, TERMS, AND PAYMENT within the Bid Document the vendor has requested to exercise its right to increase its Sod per Square Foot Rates following the All Urban Consumers Price Index (CPI-U). The vendor requests an increase in its sod per square foot rates. Staff recommends approval of the rate increases.

REQUESTING DEPARTMENT: ***PUBLIC WORKS – PARKS & GROUNDS***
DEPARTMENT CONTACT: ***Maurice Permenter***
TERM: ***September 26, 2024, to September 25, 2025***
SOURCE FOR PURCHASE: ***City Piggyback off SE FL Governmental Purchasing Cooperative Group - Lead Agency City of Pompano Beach Bid No E-28-23 – City of Boynton Beach No. PG24-016***
ACCOUNT NUMBER(S): ***001-2730-572.46-98***
VENDOR(S): ***East Coast Mulch***
ANNUAL ESTIMATE: ***$100,000***

DESCRIPTION:
On November 7, 2023, City Commission approved the annual expenditure for East Coast Mulch based on the SE Governmental Purchasing Cooperative Group Contract No. E-28-23 for East Coast Mulch for parks, medians, playgrounds, and various city buildings/facilities. The initial bid term was for one (1) year with four (4) additional one-year renewal options. This will be the 1st renewal, the vendor has agreed to renew for a one-year renewal from September 26, 2024, through September 25, 2025.

REQUESTING DEPARTMENT: ***PUBLIC WORKS – PARKS & GROUNDS***
DEPARTMENT CONTACT: ***Maurice Permenter***
TERM: ***December 5, 2024, to May 19, 2025***
SOURCE FOR PURCHASE: ***City Piggyback off the City of Hollywood Florida Agreement No PA600356 (Bid No. F-4664-21-RL) – City of Boynton Beach No. REC22-011***
ACCOUNT NUMBER(S): ***001-2730-572.46-98***
VENDOR(S): ***Juniper Landscaping of Florida, LLC***
ANNUAL ESTIMATE: ***$400,000***

DESCRIPTION:
On November 16, 2021, City Commission approved by resolution R21-162, authorizing the City Manager to sign an agreement with Juniper Landscaping of Florida, LLC of Fort Myers, FL for Athletic Field Maintenance Bid No F-4664-21-RL The initial bid term was for three (3) years with two (2) additional one-year renewal options. This will be the 1st renewal, the vendor has agreed to renew for a one-year renewal through May 19, 2025.

REQUESTING DEPARTMENT: ***RISK MANAGEMENT***
DEPARTMENT CONTACT: ***Morgan Chaloupka***
TERM: ***October 1, 2024, to December 18, 2026***
SOURCE FOR PURCHASE: ***City Piggyback off the Board of County Commissioners Lake County, Florida Contract No. 23-524 – City of Boynton Beach No. HR24-014***
ACCOUNT NUMBER(S):
522-1710-519.49-17 for claims admin fees
522-1710-519.31-11 for legal costs for outside counsel
522-1710-519.31-90 for professional services used for claims
522-1710-519.49-20 for settlement cost of claims

VENDOR(S): ***TRISTAR Claims Management Services, Inc.***
ANNUAL ESTIMATE: ***$2,750,000***

DESCRIPTION:
On March 5, 2024, City Commission approved by Resolution R24-049 with a not-to-exceed of $1,200,000, authorizing the City Manager to sign a piggyback agreement with Tristar Claims Management Services, Inc. of Long Beach, California for Third-Party Administrator for Workers Comp, Employer Liability, Property and Liability Services Contract No. 23-524. The initial bid term was for one (1) year with two (2) two-year additional renewal options. This will be the 1st renewal, the vendor has agreed to renew for the two-year renewal through September 30, 2026.

In addition, the department is requesting to increase the annual expenditure from $1,200,000 to $2,750,000.

The City of Boynton Beach

FINANCE/PROCUREMENT SERVICES
100 EAST OCEAN AVE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33435
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316

July 30, 2024

Core & Main LP
1101 W. 17th Street
Riviera Beach, FL. 33404

BID NAME: "ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES"

BID # WH22-047

To whom it may concern:

The above referenced bid will expire 10-16-24. The bid contains an option for renewal. Therefore, the City of Boynton Beach would like to renew the existing bid under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, the bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Division Director, Materials and Distribution, at dautam@bbfl.us. We look forward to continue working with you. If you agree, we will go to Commission for approval.

If you should have any questions, please feel free to email Michael Dauta, Division Director, Materials and Distribution at dautam@bbfl.us. Thank you.

BID NAME: **BID NAME: "ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES"**

Contract Renewal Period: October 5, 2024 THROUGH October 4, 2025

Agreement between the City of Boynton Beach, and Core & Main LP

_✓_ Yes, I agree to extend the existing Bid for Pipe Fittings under the same Terms and Conditions for an additional year: October 5, 2024 through October 4, 2025

_____ No, I do not wish to renew the agreement.

CORE & MAIN LP

SIGNATURE

Mo Rezakhani
NAME OF REPRESENTATIVE
(please print)

District Manager
TITLE

8/02/24
DATE

561-662-7622
(AREA CODE) TELEPHONE NUMBER

The City of Boynton Beach

FINANCE/PROCUREMENT
SERVICES
100 EAST OCEAN AVE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33435
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316

July 30, 2024

Fortiline, Inc.
5759 White Drive
Riviera Beach, FL. 33407

BID NAME: "ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES"

BID # WH22-047

To whom it may concern:

The above referenced bid will expire 10-16-24. The bid contains an option for renewal. Therefore, the City of Boynton Beach would like to renew the existing bid under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, the bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Division Director, Materials and Distribution, at dautam@bbfl.us. We look forward to continue working with you. If you agree, we will go to Commission for approval.

If you should have any questions, please feel free to email Michael Dauta, Division Director, Materials and Distribution at dautam@bbfl.us. Thank you

BID NAME: **BID NAME: "ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES"**

Contract Renewal Period: October 17, 2024 THROUGH October 16, 2025

Agreement between the City of Boynton Beach, and Fortiline, Inc.

___✓___ Yes, I agree to extend the existing Bid for Brass Fittings under the same Terms and Conditions for an additional year: October 17, 2024 through October 16, 2025

_____ No, I do not wish to renew the agreement.

FORTILINE, INC.

Rob Cavallaro
SIGNATURE

Rob Cavallaro
NAME OF REPRESENTATIVE
(please print)

General Manager
TITLE

7/30/2024
DATE

561-253-9886
(AREA CODE) TELEPHONE NUMBER

The City of Boynton Beach

FINANCE/PROCUREMENT
SERVICES
100 EAST OCEAN AVE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33435
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316

July 30, 2024

Core & Main LP
1101 W. 17th Street
Riviera Beach, FL. 33404

BID NAME: "ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES"

BID # WH22-048

To whom it may concern:

The above referenced bid will expire 10-4-24. The bid contains an option for renewal. Therefore, the City of Boynton Beach would like to renew the existing bid under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, the bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Division Director, Materials and Distribution, at dautam@bbfl.us. We look forward to continue working with you. If you agree, we will go to Commission for approval.

If you should have any questions, please feel free to email Michael Dauta, Division Director, Materials and Distribution at dautam@bbfl.us. Thank you.

BID NAME: **BID NAME: "ANNUAL SUPPLY OF BRASS FITTINGS AND ACCESSORIES"**

Contract Renewal Period: October 17, 2024 THROUGH October 16, 2025

Agreement between the City of Boynton Beach, and Core & Main LP

✓ Yes, I agree to extend the existing Bid for Brass Fittings under the same Terms and Conditions for an additional year: October 17, 2024 through October 16, 2025

_____ No, I do not wish to renew the agreement.

CORE & MAIN LP

SIGNATURE

MO BEZAKHANI
NAME OF REPRESENTATIVE
(please print)

DISTRICT MANAGER
TITLE

8/02/24
DATE

561-662-7622
(AREA CODE) TELEPHONE NUMBER

The City of Boynton Beach

FINANCE/PROCUREMENT
SERVICES
100 EAST OCEAN AVE
P.O. BOX 310
BOYNTON BEACH, FLORIDA 33435
TELEPHONE NO: (561) 742-6310
FAX: (561) 742-6316

July 30, 2024

Fortiline, Inc.
5759 White Drive
Riviera Beach, FL. 33407

BID NAME: "ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES"

BID # WH22-048

To whom it may concern:

The above referenced bid will expire 10-4-24. The bid contains an option for renewal. Therefore, the City of Boynton Beach would like to renew the existing bid under the same terms and conditions for an additional year.

We appreciate your quality service, and if you agree, the bid will be extended for an additional year.

Please indicate your response on the following page and email it to Michael Dauta, Division Director, Materials and Distribution, at dautam@bbfl.us. We look forward to continue working with you. If you agree, we will go to Commission for approval.

If you should have any questions, please feel free to email Michael Dauta, Division Director, Materials and Distribution at dautam@bbfl.us. Thank you.

BID NAME: **BID NAME: "ANNUAL SUPPLY OF PIPE FITTINGS AND ACCESSORIES"**

Contract Renewal Period: October 5, 2024 THROUGH October 4, 2025

Agreement between the City of Boynton Beach, and Fortiline, Inc.

✓ Yes, I agree to extend the existing Bid for Pipe Fittings under the same Terms and Conditions for an additional year: October 5, 2024 through October 4, 2025

_____ No, I do not wish to renew the agreement.

FORTILINE, INC.

Rob Cavallaro
SIGNATURE

Rob Cavallaro
NAME OF REPRESENTATIVE
(please print)

General Manager
TITLE

7/30/2024
DATE

561-253-9886
(AREA CODE) TELEPHONE NUMBER

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

August 21, 2024

Mullings Engineering Services, Inc.
Attn: Sheldon Mullings
9370 87th Place South
Boynton Beach, FL 33467

VIA EMAIL TRANSMITTAL TO: mullingseng@hotmail.com

BID.: SOD AND SOD INSTALLATION SERVICES (ANNUAL CONTRACT)

BID No.: No. R22-027

CURRENT BID TERM: *OCTOBER 1, 2022 – SEPTEMBER 30, 2024*

Dear Mr. Mullings:

The current bid term for "SOD AND SOD INSTALLATION SERVICES (SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE AGREEMENT)" expires September 30, 2024.

The agreement documents allow for three (3) additional one (1) year extensions. The City of Boynton Beach have been very happy with Mullings Engineering Services, Inc. services and would like to extend the agreement for its 1st renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager

to

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

August 21, 2024

BID: SOD AND SOD INSTALLATION SERVICES (ANNUAL CONTRACT)

BID No.: **R22-027**

Agreement between the City of Boynton Beach and **MULLINGS ENGINEERING SERVICES, INC.**

AGREEMENT RENEWAL TERM: ***OCTOBER 1, 2024 – SEPTEMBER 30, 2025***

__x__ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

MULLINGS ENGINEERING SERVICES, INC.

NAME OF COMPANY

SIGNATURE

Sheldon Mullings
NAME OF REPRESENTATIVE
(please print)

President
TITLE

08/22/2024
DATE

9545832441
(AREA CODE) TELEPHONE NUMBER

mullingseng@gmail.com
E-MAIL

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

August 21, 2024

Odums Sod, Inc.
Attn: Amanda Wood
16572 Rembrandt Rd.
Loxahatchee, FL 33470

VIA EMAIL TRANSMITTAL TO: odumssod@yahoo.com

BID.: SOD AND SOD INSTALLATION SERVICES (ANNUAL CONTRACT)

BID No.: No. R22-027

CURRENT BID TERM: *OCTOBER 1, 2022 – SEPTEMBER 30, 2024*

Dear Ms. Wood:

The current bid term for "SOD AND SOD INSTALLATION SERVICES (SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE AGREEMENT)" expires September 30, 2024.

The agreement documents allow for three (3) additional one (1) year extensions. The City of Boynton Beach have been very happy with Odums Sod, Inc. services and would like to extend the agreement for its 1st renewal for an additional one-year period with the same terms, conditions, and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Contract Administrator at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt
Assistant Purchasing Manager

tp

The City of Boynton Beach

Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310

August 21, 2024

BID: SOD AND SOD INSTALLATION SERVICES (ANNUAL CONTRACT)

BID No.: R22-027

Agreement between the City of Boynton Beach and **ODUMS SOD, INC.**

AGREEMENT RENEWAL TERM: ***OCTOBER 1, 2024 – SEPTEMBER 30, 2025***

✓ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

ODUMS SOD, INC.
NAME OF COMPANY

W. L Prescott
SIGNATURE

Warren L Prescott JR
NAME OF REPRESENTATIVE
(please print)

President
TITLE

8-22-2024
DATE

561-370-3624
(AREA CODE) TELEPHONE NUMBER

odumssod@yahoo.com
E-MAIL

SUNSET SOD, INC.

13100 SW 124 Avenue
Miami, Fl 33186

O# 305-253-2002
F# 786-242-9988

ALOHA@SUNSETSOD.COM

July 1, 2024

RE: Boynton Bid Co-Op CW22-027 Sod and Sod Installation Services

To Whom It May Concern,

Sunset Sod is an awarded vendor on the Boynton Bid Co-Op Sod and Sod Installation Services. We are looking forward to the upcoming renewal term for Boynton Bid Co-Op. There are unfortunately price increases that need to be presented. The increases in farms as provided in separate documentation has changed significantly. We are requesting the increase on the sod per sq. ft. based on sod increase form farms only as per following:

- **Group 1: St. Augustine Floratam – increase of $ .08 per sq. ft.**
- **Group 2: St. Augustine Citra Blue – increase of $ .14 per sq. ft.**
- **Group 3: St. Augustine Palmetto – increase of $ .11 per sq. ft.**
- **Group 4: Bahia Argentine– increase of $ .02 per sq. ft.**
- **Group 5: Bahia Pensacola – increase of $ .02 per sq. ft.**
- **Group 6: Bermuda Tifway 419 – increase of $ .13 per sq. ft.**
- **Group 7: Bermuda Tifway 419 – increase of $ .13 per sq. ft.**

- **Group 8: Bermuda TifEagle – increase of $ 1.55 per sq. ft.**
- **Group 10: Bermuda Celebration – increase of $ .16 per sq. ft.**
- **Group 11: Bermuda Tiftuff – increase of $ .13 per sq. ft.**
- **Group 12: Bermuda Latitude36 – NO LONGER AVAILABLE / DISCONTINUED**
- **Group 14: Paspalum – increase of $ .61 per sq. ft.**
- **Group 15: Paspalum – increase of $ .61 per sq. ft.**
- **Group 16: Zoysia Empire – increase of $ .07 per sq. ft.**

Groups 9, 13, 17, and 18 do not currently have a cost change.

We appreciate working with the Co-Op for many years and look forward to continuing to provide quality product and services.

Regards,



Kathy Hernandez

President – Sunset Sod Inc.

The City of
Finance/Procurement Services
100 E. Ocean Avenue
Boynton Beach, FL 33435
P.O. Box 310

Telephone No: (561) 742-6310
FAX: (561) 742-6316

Boynton Beach, Florida 33425-0310

Boynton Beach

August 21, 2024

Sunset Sod, Inc.
Attn: Kathleen Hernandez, President
13100 SW 124th Avenue
Miami, Florida 33186

VIA EMAIL TRANSMITTAL TO: aloha@sunsetsod.com

BID.: SOD AND SOD INSTALLATION SERVICES (ANNUAL CONTRACT)

BID No.: No. R22-027

CURRENT BID TERM: ***OCTOBER 1, 2022 – SEPTEMBER 30, 2024***

Dear Ms. Hernandez:

The current bid term for "SOD AND SOD INSTALLATION SERVICES (SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE AGREEMENT)" expires September 30, 2024.

The agreement allows for three (3) additional one (1) year extensions. The City of Boynton Beach would like to exercise the option to renew the 1st renewal for an additional one-year period with the same terms and conditions.

Please indicate your response on the following page and return it to Procurement Services via email to prattt@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Taralyn Pratt, Assistant Purchasing Manager at (561) 742-6308.

Sincerely,

Taralyn Pratt

Taralyn Pratt

Assistant Purchasing Manager

tp

☐August 21, 2024

BID: **SOD AND SOD INSTALLATION SERVICES (ANNUAL CONTRACT)**

BID No.: R22-027

Agreement between the City of Boynton Beach and SUNSET SOD, INC.

AGREEMENT RENEWAL TERM: ***OCTOBER 1, 2024 – SEPTEMBER 30, 2025***

✓ **Yes, I agree to renew the existing agreement under the same terms and conditions, with an increase of ~~___~~% in pricing for an additional one-year term.**
rate increase for sod per attached letter.

___ **No, I do not wish to renew the bid for the following reason(s)** _____

_____

_____

SUNSET SOD, INC.
NAME OF COMPANY

H. H
SIGNATURE

Kathleen Hernandez
NAME OF REPRESENTATIVE (please print)

President
TITLE

8/27/24
DATE

(305)253-2002
(AREA CODE) TELEPHONE NUMBER

ALOHA@SunsetSod.com
E-MAIL

SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

TO BE ENTERED INTO BIDDING SITE ONLINE

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, and grade of requested product and services required.

The undersigned proposes to deliver the service in accordance with the specifications for "**Sod and Sod Installation Services for an initial two (2) year period for the prices outline below.**

Group 1	ST. AUGUSTINE "FLORATAM"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .42	$ .42	$ .42
	Under 2,000 sf, delivered & unloaded	$ .73	$ .71	$ .70
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .71	$ .70	$ .69
	Sod Installation – at time of delivery	$ .33	$ .30	$ .30
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 2.21	$ 2.15	$ 2.13
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .75	$ .74	$ .74
	Truckload price (TL)	$ 7500.-	$ 7400.-	$ 7400.-
	Number of pallets per truckload	20	20	20
	Number of square feet per pallet	500	500	500

Group 2	ST. AUGUSTINE "CITRABLUE"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .45	$ .45	$ .45
	Under 2,000 sf, delivered & unloaded	$ .79	$ .76	$ .75
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .78	$ .76	$ .75
	Sod Installation – at time of delivery	$ .33	$ .30	$ .30
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 2.37	$ 2.29	$ 2.27
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .76	$ .75	$ .75
	Truckload price (TL)	$7,600.–	$7,500.–	$7,500.–
	Number of pallets per truckload	20	20	20
	Number of square feet per pallet	500	500	500

Group 3	ST. AUGUSTINE "PALMETTO"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .42	$ .42	$ .42
	Under 2,000 sf, delivered & unloaded	$ .73	$ .71	$ .70
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .71	$ .70	$ .69
	Sod Installation – at time of delivery	$ .33	$ .30	$ .30
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 2.21	$ 2.15	$ 2.13
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .75	$ .74	$ .74
	Truckload price (TL)	$7500.–	$7,400.–	$7,400.–
	Number of pallets per truckload	28	20	20
	Number of square feet per pallet	500	500	500

Group 4	BAHIA "ARGENTINE"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .27	$ .27	$ .27
	Under 2,000 sf, delivered & unloaded	$ .49	$ .48	$ .48
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .47	$ .46	$ .45
	Sod Installation – at time of delivery	$ .35	$ .30	$ .30
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 1.60	$ 1.53	$ 1.52
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .66	$ .65	$ .64
	Truckload price (TL)	$ 4752.-	$ 4680.-	$ 4608.-
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

Group 5	BAHIA "PENSACOLA"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .27	$ .27	$ .27
	Under 2,000 sf, delivered & unloaded	$ .49	$ .48	$ .48
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .47	$ .46	$ .45
	Sod Installation – at time of delivery	$ .35	$ .30	$ .30
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 1.60	$ 1.53	$ 1.52
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .66	$ .65	$ .64
	Truckload price (TL)	$ 4752.-	$ 4680.-	$ 4608.-
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

Group 6	BERMUDA "TifWay 419 – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .60	$ .60	$ .60
	Under 2,000 sf, delivered & unloaded	$ .75	$ .75	$ .74
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .74	$ .73	$ .72
	Sod Installation – at time of delivery	$ .35	$ .33	$ .31
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 2.46	$ 2.43	$ 2.39
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .82	$ .81	$ .80
	Truckload price (TL)	$5904.-	$5832.-	$5760.-
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

Group 7	BERMUDA "TifWay 419 – UNCERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .60	$ .60	$ .60
	Under 2,000 sf, delivered & unloaded	$ .75	$ .75	$ .74
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .74	$ .73	$ .72
	Sod Installation – at time of delivery	$ .35	$ .33	$ .31
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 2.46	$ 2.43	$ 2.39
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .82	$ .81	$ .80
	Truckload price (TL)	$5904.-	$5832.-	$5760.-
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

Group 8	BERMUDA "TifEagle – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ 3.75	$ 3.75	$ 3.75
	Under 2,000 sf, delivered & unloaded	$ 4.00	$ 4.00	$ 4.00
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ 3.90	$ 3.90	$ 3.90
	Sod Installation – at time of delivery	$ 1.05	$ 1.00	$ 1.00
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 12.72	$ 12.67	$ 12.67
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ 5.75	$ 5.50	$ 5.50
	Truckload price (TL)	$46,575	$44,550	$44,550
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	450	450	450

Group 9	BERMUDA "TifGreen 328 – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ 4.00	$ 4.00	$ 4.00
	Under 2,000 sf, delivered & unloaded	$ 4.25	$ 4.25	$ 4.25
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ 4.20	$ 4.20	$ 4.20
	Sod Installation – at time of delivery	$ 1.00	$ 1.00	$ 1.00
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 13.47	$ 13.47	$ 13.47
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ 4.50	$ 4.50	$ 4.50
	Truckload price (TL)	$36,450	$36,450	$36,450
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	450	450	450

Group 10	BERMUDA "CELEBRATION"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .59	$ .59	$ .59
	Under 2,000 sf, delivered & unloaded	$ .74	$ .72	$ .70
	Rolls under 2,000 sf, picked up by agency	$ .67	$ .67	$ .67
	Rolls under 2,000 sf, delivered & unloaded	$ .87	$ .86	$ .85
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .72	$ .71	$ .69
	Rolls over 2,000 sf or more – but less than a truckload, delivered & unloaded	$ .85	$ .84	$ .83
	Sod Installation – at time of delivery	$ .35	$ .33	$ .31 +.20 Rolls
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 4.81	$ 4.74	$ 4.66
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed	rolls $1.05	rolls $1.03	rolls $1.00
	Truckload rate per square foot (sf)	$ .81	$ .80	$ .79
	Truckload price (TL)	$ 5832.-	$ 5760.-	$ 5688.-
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

Group 11	BERMUDA "TifTut"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .64	$ .64	$ .64
	Under 2,000 sf, delivered & unloaded	$ .80	$ .79	$ .79
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .77	$ .76	$ .74
	Sod Installation – at time of delivery	$ .35	$ .33	$ .31
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 2.58	$ 2.54	$ 2.50
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed	rolls $1.05	rolls $1.03	rolls $1.00
	Truckload rate per square foot (sf)	$ .85	$ .84	$ .84
	Truckload price (TL)	$ 6120.00	$ 6048.00	$ 6048.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

Group 12	BERMUDA "LATITUDE 36"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .60	$ .60	$ .60
	Under 2,000 sf, delivered & unloaded	$ .76	$ .76	$ .75
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .75	$ .74	$ .74
	Sod Installation – at time of delivery	$ .35	$ .33	$ .31
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 2.48	$ 2.45	$ 2.42
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .88	$ .88	$ .87
	Truckload price (TL)	$ 6336.00	$ 6336.00	$ 6264.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

Group 13	BERMUDA "TifDwarf"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ 4.00	$ 4.00	$ 4.00
	Under 2,000 sf, delivered & unloaded	$ 4.25	$ 4.25	$ 4.25
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ 4.10	$ 4.10	$ 4.10
	Sod Installation – at time of delivery	$ 1.05	$ 1.00	$ 1.00
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 13.42	$ 13.37	$ 13.37
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ 5.75	$ 5.50	$ 5.50
	Truckload price (TL)	$ 46575	$ 44550	$ 44550
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	450	450	450

Group 14	PASPALUM "SeaDwarf"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ 2.60	$ 2.60	$ 2.60
	Under 2,000 sf, delivered & unloaded	$ 2.83	$ 2.80	$ 2.78
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ 2.79	$ 2.77	$ 2.74
	Sod Installation – at time of delivery	$ 1.05	$ 1.00	$ 1.00
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 9.29	$ 9.19	$ 9.14
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ 3.60	$ 3.55	$ 3.50
	Truckload price (TL)	$29,160	$28,755	$28,350
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	450	450	450

Group 15	PASPALUM "Sealsle Supreme"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ 2.60	$ 2.60	$ 2.60
	Under 2,000 sf, delivered & unloaded	$ 2.83	$ 2.80	$ 2.78
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ 2.79	$ 2.77	$ 2.74
	Sod Installation – at time of delivery	$ 1.05	$ 1.00	$ 1.00
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 9.29	$ 9.19	$ 9.14
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ 3.60	$ 3.55	$ 3.50
	Truckload price (TL)	$29,160	$28,755	$28,350
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	450	450	450

Icon .03 more

Group 16	ZOYSIA "~~ULTIMATE FLORA~~ Empire"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .74	$ .74	$ .74
	Under 2,000 sf, delivered & unloaded	$ .95	$ .94	$ .93
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .94	$ .93	$ .92
	Sod Installation – at time of delivery	$ .35	$ .33	$ .31
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 3.00	$ 2.96	$ 2.92
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed	Icon = 3.09	3.05	3.02
	Truckload rate per square foot (sf)	$ 1.25	$ 1.22	$ 1.20
	Truckload price (TL)	$9000.00	$8784.00	$8640.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

+.03 for Icon

Group 17	CENTIPEDE "HAMMOCK"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ 2.75	$ 2.75	$ 2.75
	Under 2,000 sf, delivered & unloaded	$ 2.99	$ 2.99	$ 2.99
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ 2.85	$ 2.83	$ 2.81
	Sod Installation – at time of delivery	$ .35	$ .35	$ .35
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 8.96	$ 8.94	$ 8.92
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ 3.00	$ 3.00	$ 3.00
	Truckload price (TL)	$21600.00	$21600.00	$21600.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

N/A

Group 18	WILDFLOWER SOD	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ -	$ -	$ -
	Under 2,000 sf, delivered & unloaded	$ -	$ -	$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ -	$ -	$ -
	Sod Installation – at time of delivery	$ -	$ -	$ -
	Sod Installation – for sod provided by others	$ -	$ -	$ -
	Site preparation – per hour	$ -	$ -	$ -
	TOTAL	$ -	$ -	$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ -	$ -	$ -
	Truckload price (TL)	$ -	$ -	$ -
	Number of pallets per truckload			
	Number of square feet per pallet	NO BID	NO BID	NO BID

* Renewal cost

SOD AND SOD INSTALLATION SERVICES

BID No.: CW22-027

BID PROPOSAL TO THE CITY OF BOYNTON BEACH, FLORIDA

TO BE ENTERED INTO BIDDING SITE ONLINE

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type, and grade of requested product and services required.

The undersigned proposes to deliver the service in accordance with the specifications for **"Sod and Sod Installation Services for an initial two (2) year period for the prices outline below.**

Group 1	ST. AUGUSTINE "FLORATAM"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .50	$ .50	$ .50
	Under 2,000 sf, delivered & unloaded	$ .81	$ .79	$ .78
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .79	$ .78	$ .77
	Sod Installation – at time of delivery	$ .33	$ .30	$ .30
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 2.45	$ 2.39	$ 2.37
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .83	$ .82	$ .82
	Truckload price (TL)	$8300.00	$8200.00	$8200.00
	Number of pallets per truckload	20	20	20
	Number of square feet per pallet	500	500	500

Renewal 10th

Group 2	ST. AUGUSTINE "CITRABLUE"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .59	$ .59	$ .59
	Under 2,000 sf, delivered & unloaded	$ .93	$ .90	$ .89
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .92	$ .90	$ .89
	Sod Installation – at time of delivery	$ .33	$ .30	$ .30
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 2.79	$ 2.71	$ 2.69
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .90	$ .89	$ .89
	Truckload price (TL)	$ 9000.00	$ 8900.00	$ 8900.00
	Number of pallets per truckload	20	20	20
	Number of square feet per pallet	500	500	500

Group 3	ST. AUGUSTINE "PALMETTO"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .53	$ .53	$ .53
	Under 2,000 sf, delivered & unloaded	$ .84	$ .82	$ .81
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .82	$ .81	$ .80
	Sod Installation – at time of delivery	$ .33	$ .30	$ .30
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 2.54	$ 2.48	$ 2.46
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .86	$ .85	$ .85
	Truckload price (TL)	$ 8600.00	$ 8500.00	$ 8500.00
	Number of pallets per truckload	20	20	20
	Number of square feet per pallet	500	500	500

Renewal Cost

Group 4	BAHIA "ARGENTINE"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .29	$ .29	$ .29
	Under 2,000 sf, delivered & unloaded	$ .51	$ .50	$ .50
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .49	$ .48	$ .47
	Sod Installation – at time of delivery	$ .35	$ .30	$ .30
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 1.66	$ 1.59	$ 1.58
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .68	$ .67	$ .66
	Truckload price (TL)	$ 4896.00	$ 4824.00	$ 4752.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

Group 5	BAHIA "PENSACOLA"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .29	$ .29	$ .29
	Under 2,000 sf, delivered & unloaded	$ .51	$ .50	$ .50
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .49	$ .48	$ .47
	Sod Installation – at time of delivery	$ .35	$ .30	$ .30
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 1.66	$ 1.59	$ 1.58
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .68	$ .67	$ .66
	Truckload price (TL)	$ 4896.00	$ 4824.00	$ 4752.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

Group 6	BERMUDA "TifWay 419 – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .73	$ .73	$ .73
	Under 2,000 sf, delivered & unloaded	$ .88	$ .88	$ .87
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .87	$ .86	$ .86
	Sod Installation – at time of delivery	$ .35	$ .33	$ .31
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 2.85	$ 2.82	$ 2.78
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .95	$ .94	$ .93
	Truckload price (TL)	$6840.00	$6768.00	$6696.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

Group 7	BERMUDA "TifWay 419 – UNCERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .73	$ .73	$ .73
	Under 2,000 sf, delivered & unloaded	$ .88	$ .88	$ .87
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .87	$ .86	$ .86
	Sod Installation – at time of delivery	$ .35	$ .33	$ .31
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 2.85	$ 2.82	$ 2.78
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .95	$ .94	$ .93
	Truckload price (TL)	$6840.00	$6768.00	$6696.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

Renewal

Group 8	BERMUDA "TifEagle – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ 5.30	$ 5.30	$ 5.30
	Under 2,000 sf, delivered & unloaded	$ 5.55	$ 5.55	$ 5.55
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ 5.45	$ 5.45	$ 5.45
	Sod Installation – at time of delivery	$ 1.05	$ 1.00	$ 1.00
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 17.37	$ 17.32	$ 17.32
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ 7.30	$ 7.05	$ 7.05
	Truckload price (TL)	$59,130.00	$57,105.00	$57,105.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	450	450	450

no increases

Group 9	BERMUDA "TifGreen 328 – CERTIFIED"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ 4.00	$ 4.00	$ 4.00
	Under 2,000 sf, delivered & unloaded	$ 4.25	$ 4.25	$ 4.25
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ 4.20	$ 4.20	$ 4.20
	Sod Installation – at time of delivery	$ 1.00	$ 1.00	$ 1.00
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 13.47	$ 13.47	$ 13.47
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ 4.50	$ 4.50	$ 4.50
	Truckload price (TL)	$36,450.00	$36,450.00	$36,450.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	450	450	450

renewal

Group 10	BERMUDA "CELEBRATION"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .75	$ .75	$ .75
	Under 2,000 sf, delivered & unloaded	$ .90	$ .88	$ .86
	Rolls under 2,000 sf, picked up by agency	$ .83	$ .83	$ .83
	Rolls under 2,000 sf, delivered & unloaded	$ 1.03	$ 1.02	$ 1.01
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .88	$ .87	$ .85
	Rolls over 2,000 sf or more – but less than a truckload, delivered & unloaded	$ 1.01	$ 1.00	$ .99
	Sod Installation – at time of delivery	$ .35	$ .33	$ .31
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 5.77	$ 5.70	$ 5.62
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
* Pallets	Truckload rate per square foot (sf)	$ .97	$ .96	$ .95
	Truckload price (TL)	$6984.00	$6912.00	$6840.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

+.20 for rolls

Group 11	BERMUDA "TifTut"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .77	$ .77	$ .77
	Under 2,000 sf, delivered & unloaded	$ .93	$ .92	$ .92
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ .90	$ .89	$ .87
	Sod Installation – at time of delivery	$ .35	$ .33	$ .31
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 2.97	$ 2.93	$ 2.89
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ .98	$ .97	$ .97
	Truckload price (TL)	$7056.00	$6984.00	$6984.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

renewal

N/A

No longer available

Group 12	BERMUDA "LATITUDE 36"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ -	$ -	$ -
	Under 2,000 sf, delivered & unloaded	$ -	$ -	$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ -	$ -	$ -
	Sod Installation – at time of delivery	$ -	$ -	$ -
	Sod Installation – for sod provided by others	$ -	$ -	$ -
N/A	Site preparation – per hour	$ -	$ -	$ -
	TOTAL	$ -	$ -	$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ -	$ -	$ -
	Truckload price (TL)	$ -	$ -	$ -
	Number of pallets per truckload			
	Number of square feet per pallet			

no increase)

Group 13	BERMUDA "TifDwarf"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ 4.00	$ 4.00	$ 4.00
	Under 2,000 sf, delivered & unloaded	$ 4.25	$ 4.25	$ 4.25
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ 4.10	$ 4.10	$ 4.10
	Sod Installation – at time of delivery	$ 1.05	$ 1.00	$ 1.00
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 13.42	$ 13.37	$ 13.37
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ 5.75	$ 5.50	$ 5.50
	Truckload price (TL)	$46,575.00	$44,550.00	$44,550.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	450	450	450

renewal cost

Group 14	PASPALUM "SeaDwarf"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ 3.21	$ 3.21	$ 3.21
	Under 2,000 sf, delivered & unloaded	$ 3.44	$ 3.41	$ 3.39
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ 3.40	$ 3.38	$ 3.35
	Sod Installation – at time of delivery	$ 1.05	$ 1.00	$ 1.00
	Sod Installation – for sod provided by others	$ .01	$ -01	$ -01
	Site preparation – per hour	$ -01	$ -01	$ -01
	TOTAL	$ 11-12	$ 11-02	$ 10-97
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ 4-21	$ 4-16	$ 4-11
	Truckload price (TL)	$34,101.00	$33,696.00	$33,291.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	450	450	450

Group 15	PASPALUM "Sealsle Supreme"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ 3.21	$ 3.21	$ 3.21
	Under 2,000 sf, delivered & unloaded	$ 3.44	$ 3.41	$ 3.39
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ 3.40	$ 3.38	$ 3.35
	Sod Installation – at time of delivery	$ 1.05	$ 1.00	$ 1.00
	Sod Installation – for sod provided by others	$ -01	$ -01	$ -01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 11-12	$ 11-02	$ 10-97
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ 4-21	$ 4-16	$ 4-11
	Truckload price (TL)	$34101.00	$33696.00	$33,291.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	450	450	450

*Zoysia Icon -.03 additional

Group 16	ZOYSIA "~~ULTIMATE FLORA~~ Empire"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ .81	$ .81	$ .81
	Under 2,000 sf, delivered & unloaded	$ 1.02	$ 1.01	$ 1.00
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ 1.01	$ 1.00	$ .99
	Sod Installation – at time of delivery	$ .35	$ .33	$ .31
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 3.21	$ 3.17	$ 3.13
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ 1.32	$ 1.29	$ 1.27
	Truckload price (TL)	$9,504.00	$9,288.00	$9144.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

+.03 Zoysia Icon

no increase

Group 17	CENTIPEDE "HAMMOCK"	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ 2.75	$ 2.75	$ 2.75
	Under 2,000 sf, delivered & unloaded	$ 2.99	$ 2.99	$ 2.99
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ 2.85	$ 2.83	$ 2.81
	Sod Installation – at time of delivery	$ .35	$ .35	$ .35
	Sod Installation – for sod provided by others	$ .01	$ .01	$ .01
	Site preparation – per hour	$ .01	$ .01	$ .01
	TOTAL	$ 8.96	$ 8.94	$ 8.92
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ 3.00	$ 3.00	$ 3.00
	Truckload price (TL)	$21600.00	$21600.00	$21600.00
	Number of pallets per truckload	18	18	18
	Number of square feet per pallet	400	400	400

N/A

Group 18	WILDFLOWER SOD	NORTH	CENTRAL	SOUTH
	Under 2,000 sf, picked up by agency	$ -	$ -	$ -
	Under 2,000 sf, delivered & unloaded	$ -	$ -	$ -
	2,000 sf or more, but less than a truckload, delivered & unloaded	$ -	$ -	$ -
	Sod Installation – at time of delivery	$ -	$ -	$ -
N/A	Sod Installation – for sod provided by others	$ -	$ -	$ -
	Site preparation – per hour	$ -	$ -	$ -
	TOTAL	$ -	$ -	$ -
	TRUCKLOAD PRICING Direct from sod farm, delivered, unloaded, and installed			
	Truckload rate per square foot (sf)	$ -	$ -	$ -
	Truckload price (TL)	$ -	$ -	$ -
	Number of pallets per truckload			
	Number of square feet per pallet	NO Bid	NO Bid	NO Bid

City of Pompano Beach, Purchasing Division
1190 N.E. 3rd Avenue, Building C
Pompano Beach, Florida, 33060

June 6, 2024

George Henry, Director of Operations
East Coast Mulch
PO Box 1352
Jupiter, Florida 33468

Via Email: rcmr@comcast.net and Facsimile: ~~(561) 277-9491~~

Dear Mr. Henry,

As specified in Bid E-28-23 Mulch (Cooperative Bid), we have an option to renew the existing contract for an additional one-year period, based upon the original bid prices, terms and conditions.

Please advise if a one-year extension of our current contract would be acceptable. If you do not wish to renew you must return this form to the Purchasing Division (fax 954-786-4168) by June 20, 2024. Thank you for your cooperation in this matter. Call me if you have any questions at (954) 786-4098. This renewal will be for one year from September 26, 2024 to September 25, 2025.

Thank you for your continued cooperation.

Very truly yours,

Jeff English
Purchasing Agent

cc: file

✓ I hereby agree to a one-year extension of the subject contract.* with CPI increase - 3% (See Attached).

____ I am unable to provide a one-year extension of the subject contract.

George Henry
Signature

6/11/2024
Date

George Henry
Name (print)

D. Basis of Award

Bidders may bid on any or all items. The primary Contract award will be made to the lowest responsive and responsible Bidder per item or per geographic group, or both, whichever is in the best interest of the City and Cooperative. The three geographic groups are Broward, Miami-Dade, and Palm Beach Counties. Alternate awards will be made to the other responsive and responsible Bidders per item or per geographic group, or both, to provide the City and Cooperative a source of supply should the primary contractor be unable to supply product when required. The City reserves the right to award by item with or without geographic group distinction. It is anticipated that most orders will be placed with the primary awardee for each item to achieve the lowest cost to the City and Cooperative.

E. Pricing

All prices bid shall be F.O.B. destination/delivered to each location, as specified on the individual order.

F. Cost Adjustment

Following the initial twelve (12) month period, the fixed prices may be adjusted upward or downward on a yearly basis to prices based on changes in the following pricing index:

Consumer Price Index (CPI), starting within most recent twelve (12) month period. It is the Contractor's responsibility to request any pricing adjustment under this provision. Adjustments to pricing bid for ITB E-28-23 pages 23 through 29 will be considered yearly on the Contract commencement anniversary date. For any adjustment to be considered, the Contractor's request for adjustment shall be submitted no less than ninety (90) calendar days prior to the anniversary date. The Contractor's adjustment request must not be in the excess of the relevant documented price indexes.

Any adjustment received after ninety (90) calendar days from the anniversary date may not be considered. The City reserves the right to negotiate lower pricing based on market research information or other factors that influence price. The City reserves the right to apply any reduction in pricing for the additional twelve (12) month period based on the downward movement of the applicable index.

It shall be further understood that the City reserves the right to reject any price adjustments submitted by the Contractor and/or to terminate the Contract with the Contractor based on such price adjustments. Any agreed upon increase shall not exceed 5% annually.

The Contractors' price shall be inclusive of all costs, charges, and fees involved in providing the specified product. Additional charges of any kind added to the invoice submitted by the Contractor is prohibited

Not seasonally adjusted CPI measures

The Consumer Price Index for All Urban Consumers (CPI-U) increased 3.4 percent over the last 12 months to an index level of 313.548 (1982-84=100). For the month, the index increased 0.4 percent prior to seasonal adjustment. May 15, 2024

https://www.bls.gov › cpi PDF

Consumer Price Index - April 2024 - Bureau of Labor Statistics

MORE RESULTS

What is the current CPI%?

What is the current inflation rate today?

Here's Why It Matters. Inflation increased 3.4% in April 2024 from a year ago. Understanding what inflation is, why it matters and how to handle it can help when making financial decisions. May 15, 2024

https://www.nerdwallet.com › article

The Current Inflation Rate is 3.4%. Here's Why It Matters - NerdWallet

Event Number	E-28-23
Event Title	MULCH
Event Type	ITB
Issue Date	9/8/2023 12:32:19 AM (ET)
Close Date	9/14/2023 02:00:00 PM (ET)

Responding Supplier	City	State	Response Submitted	Lines Responded
FWR,LLC	Medley	FL	9/14/2023 01:41:58 PM (ET)	17
East Coast Mulch	Jupiter	FL	9/13/2023 11:03:10 AM (ET)	*
Advanced Mulch, Inc.	Palm Beach Gardens	FL	9/13/2023 12:30:11 PM (ET)	**
IAMWHOIAM, LLC	Pompano Beach	FL	9/14/2023 01:44:19 PM (ET)	33

***Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

****Advanced Mulch declined to renew.

				FWR,LLC		East Coast Mulch*		ADVANCED MULCH INC**		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit***	**Extended***	**Unit**	**Extended**	**Unit**	**Extended**
1	**Group 1: Broward County**	1	EA								
1.1	Item A: Mulch, bulk, delivered, red	2507	CY	30.00	$75,210.00	$27.81	$69,719.67	**	**	$35.50	$88,998.50
1.2	Item B: Mulch, bulk, delivered, brown	5650	CY	30.00	$169,500.00	$27.81	$157,126.50	**	**	$35.50	$200,575.00
1.3	Item C: Mulch, bulk, delivered, gold	168	CY	31.80	$5,342.40	$33.99	$5,710.32	**	**	$35.50	$5,964.00
1.4	Item E: Mulch, bagged, delivered, red	17000	bags	2.50	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
1.5	Item F: Mulch, bagged, delivered, brown	6040	bags	2.50	$15,100.00	No Bid		No Bid		$3.35	$20,234.00
1.6	Item G: Mulch, bagged, delivered, gold	3000	bags	2.50	$7,500.00	No Bid		No Bid		$3.35	$10,050.00
1.7	Item H: Mulch, bagged, delivered, Melaleuca	21270	bags	No Bid		No Bid		No Bid		$3.35	$71,254.50
1.8	Item I: Mulch, rubber, bagged, delivered, supersacks	30	each	No Bid		No Bid		No Bid		$1,000.00	$30,000.00
1.9	Item J: Engineered wood fiber, bulk, installed per cubic yards	6580	CY	No Bid		$49.44	$325,315.20	No Bid		$152.50	$1,003,450.00
1.10	Item K: Playground safety wood chips, bulk, installed per cubic yards	6020	cy	No Bid		No Bid		**	**	$152.50	$918,050.00
1.11	Item L: mulch, bulk, installed, red, per cubic yard	20020	CY	No Bid		$30.90	$618,618.00	**	**	$105.00	$2,102,100.00
1.12	Item M: mulch, bulk, installed, brown, per cubic yard	5400	CY	No Bid		$30.90	$166,860.00	**	**	$105.00	$567,000.00
1.13	Item N: mulch, bulk, installed, gold, per cubic yard	2550	CY	No Bid		$30.90	$78,795.00	**	**	$105.00	$267,750.00

*Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

**Advanced Mulch declined to renew.

				FWR,LLC		East Coast Mulch*		ADVANCED MULCH INC		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit***	**Extended***	**Unit**	**Extended**	**Unit**	**Extended**
2	**Group 2: Miami-Dade County**	1	EA								
2.1	Item A: Mulch, bulk, delivered, red	100	CY	$30.00	$3,000.00	$36.05	$3,605.00	No Bid		$35.50	$3,550.00
2.2	Item B: Mulch, bulk, delivered, brown	900	CY	$30.00	$27,000.00	$36.05	$32,445.00	No Bid		$35.50	$31,950.00
2.3	Item C: Mulch, bulk, delivered, gold	100	CY	$30.00	$3,000.00	$43.26	$4,326.00	No Bid		$35.50	$3,550.00
2.4	Item D: Mulch, bulk, delivered, Melaleuca	4066	CY	No Bid		$36.05	$146,579.30	No Bid		$40.50	$164,673.00
2.5	Item E: Mulch, bagged, delivered, red	17000	bags	$2.50	$42,500.00	No Bid		No Bid		$3.35	$56,950.00
2.6	Item F: Mulch, bagged, delivered, brown	8440	bags	$2.50	$21,100.00	No Bid		No Bid		$3.35	$28,274.00
2.7	Item G: Mulch, bagged, delivered, gold	1000	bags	$2.50	$2,500.00	No Bid		No Bid		$3.35	$3,350.00
2.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	550	cy	No Bid		$77.25	$42,487.50	**	**	$155.00	$85,250.00
2.9	Item M: mulch, bulk, installed, brown, per cubic yard	500	CY	No Bid		$72.10	$36,050.00	No Bid		$105.00	$52,500.00

*****Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

******Advanced Mulch declined to renew.

				FWR,LLC		East Coast Mulch*		Advanced Mulch Inc**		IAMWHOIAM, LLC	
Line	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit***	**Extended***	**Unit**	**Extended**	**Unit**	**Extended**
3	**Group 3: Palm Beach County**	1	EA								
3.1	Item A: Mulch, bulk, delivered, red	11300	CY	$32.00	$361,600.00	$27.81	$314,253.00	**	**	$35.50	$401,150.00
3.2	Item B: Mulch, bulk, delivered, brown	800	CY	$32.00	$25,600.00	$27.81	$22,248.00	**	**	$35.50	$28,400.00
3.3	Item C: Mulch, bulk, delivered, gold	15000	CY	$32.00	$480,000.00	$36.05	$540,750.00	**	**	$35.50	$532,500.00
3.4	Item D: Mulch, bulk, delivered, Melaleuca	1000	CY	No Bid		$27.81	$27,810.00	No Bid		$40.50	$40,500.00
3.5	Item E: Mulch, bagged, delivered, red	1660	bags	$2.70	$4,482.00	No Bid		No Bid		$3.35	$5,561.00
3.6	Item F: Mulch, bagged, delivered, brown	2160	bags	$2.70	$5,832.00	No Bid		No Bid		$3.35	$7,236.00
3.7	Item J: Engineered wood fiber, bulk, installed per cubic yard	5700	CY	No Bid		$49.44	$281,808.00	No Bid		$155.00	$883,500.00
3.8	Item K: Playground safety wood chips, bulk, installed per cubic yard	800	cy	No Bid		No Bid		**	**	$155.00	$124,000.00
3.9	Item L: mulch, bulk, installed, red, per cubic yard	5000	cy	No Bid		$30.90	$154,500.00	**	**	$102.50	$512,500.00
3.10	Item M: mulch, bulk, installed, brown, per cubic yard	1500	CY	No Bid		$30.90	$46,350.00	**	**	$105.00	$157,500.00
3.11	Item N: mulch, bulk, installed, gold, per cubic yard	50	CY	No Bid		$39.14	$1,957.00	**	**	$105.00	$5,250.00

***Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

****Advanced Mulch declined to renew.

Lines	Attribute Name	FWR,LLC	East Coast Mulch*	Advanced Mulch, Inc.	IAMWHOIAM, LLC
1	Delivery Time After Receipt of Order	10	4	7	3
2	Additional Items at Awarded Contract Price	90	4	7	60
3	Extension of prices, terms and conditions to other governmental entities	Yes	Yes	Yes	Yes
4	Conflict of Interest	No	No	No	No
5	Drug-Free Workplace	Yes	Yes	Yes	Yes
6	Vendor Certification Regarding Scrutinized Companies Lists (Any Dollor Amount)	Certified	Certified	Certified	Certified
7	Acknowledgement of Addenda	Yes	Yes	Yes	Yes
8	Terms & Conditions	Agree	Agree	Agree	Agree
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 100 yard min	60 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards
1	Minimum Order		Bulk 100 yard min - Installed 25 yard min	50 cubic yards	Minimum Order for bags: 20 Pallets Minimum Order for Cubic Yards: 100 Cubic Yards

*Pursuant to E-28-23 Section F - Cost Adjustment, a 3% price increase was permitted , as year-on-year CPI was 3.4%.

**Advanced Mulch declined to renew.

RESOLUTION NO. R-2024-119

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO RENEW A BLANKET PURCHASE AGREEMENT WITH JUNIPER LANDSCAPING OF FLORIDA, LLC FOR ATHLETIC FIELD MAINTENANCE SERVICES IN AN ANNUAL AMOUNT UP TO $412,000.00.

WHEREAS, on May 19, 2021, the City Commission passed and adopted Resolution No. R-2021-111, approving a Blanket Purchase Agreement PA600356 ("BPA") with Juniper Landscaping of Florida, LLC ("Juniper") for an amount up to $400,000.00 for athletic field maintenance services for the following facilities: Boggs Field – East; Boggs Field – West; Driftwood; Hollywood West; Rotary Park; and Washington; and

WHEREAS, on September 7, 2022, the City Commission passed and adopted Resolution No. R-2022-249, amending Resolution No. R-2021-111 with Juniper for athletic field maintenance services for the following facilities: Boggs Field – East; Boggs Field – West; Driftwood; Hollywood West; Rotary Park; and Washington Park, to include the initial three-year term for the period from May 20, 2021 to May 19, 2024, with two additional one-year optional renewal periods as outlined in the solicitation document; and

WHEREAS, the Department of Parks, Recreation and Cultural Arts ("PRCA") seeks to increase the BPA by $12,000.00; and

WHEREAS, this additional cost includes an approved 3% Consumer Price Index rate increase and maintenance fees that will increase the BPA from $400,000.00 annually to $412,000.000 annually; and

WHEREAS, PRCA desires to issue the first of two one-year renewals to the BPA in an annual amount up to $412,000.00 over the first one-year renewal period from May 20, 2024 to May 19, 2025; and

WHEREAS, Section 38.49(C)(1) of the Procurement Code states that when a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal exceeds $250,000.00, only the City Commission is authorized to approve such renewals, which includes this desired renewal; and

WHEREAS, the Director of PRCA recommends that the City Commission approve and authorize the first one year renewal of the BPA with Juniper in an annual amount up to $412,000.00; and

WHEREAS, a portion of the funding for the renewal of the BPA is available in the FY 2024 Operating Budget in account number 001.300701.57200.531170.000000.000.000, and will be budgeted in subsequent fiscal years' operating budget subject to approval and adoption by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA.

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the renewal, by the appropriate City officials, of the BPA with Juniper, together with such non-material changes as may subsequently be agreed to by the City Manager and approved as to form by the City Attorney.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 17 day of April, 2024.

JOSH LEVY, MAYOR

ATTEST:

PATRICIA A. CERNY, MMC
CITY CLERK

APPROVED AS TO FORM:

DOUGLAS R. GONZALES
CITY ATTORNEY

From: Certificate of Insurance
To: Karl Chuck; Certificate of Insurance
Subject: RE: Juniper
Date: Thursday, February 29, 2024 12:54:48 PM

The COI is acceptable

Thanks,

Stacy

From: Karl Chuck <KChuck@hollywoodfl.org>
Sent: Wednesday, February 28, 2024 4:55 PM
To: Certificate of Insurance <COI@hollywoodfl.org>
Subject: Juniper

See attached for Juniper Landscaping.
Juniper maintains the sports turf and baseball/softball clay at seven City ballfields. Annual expenditure $330k - $360k.

KC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/29/2023

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 Brown & Brown of FL, Inc. - Fort Myers 6611 Orion Drive Suite 201 Fort Myers FL 33912	**CONTACT NAME:** Lorie Frost **PHONE (A/C, No, Ext):** 12392780278 **FAX (A/C, No):** 239-278-5306 **E-MAIL ADDRESS:** lorie.frost@bbrown.com
INSURED JUNIP-1 Juniper Landscaping of Florida, LLC Including all Subsidiaries 4415 Metro Parkway Suite 300 Fort Myers FL 33916	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Pennsylvania Manufacturers' Association Insurance 12262 **INSURER B :** Great American Insurance Company 16691 **INSURER C :** Accredited Specialty Insurance Company 16835 **INSURER D :** Gemini Insurance Company 10833 **INSURER E :** Capitol Specialty Insurance Corporation 10328 **INSURER F :** Transverse Specialty Insurance Company

COVERAGES **CERTIFICATE NUMBER:** 1995741532 **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	
F	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			TSAHGL0000031-00	7/1/2023	7/1/2024	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 $ 50,000 $ Excluded $ 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 X Personal Inj [ ]			1522751093921	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Personal Injury Prot	$ 2,000,000 $ $ $ $ 10,000
B	X **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			TUE316176404	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		2022751093921	7/1/2023	7/1/2024	[ ] 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
D C E	Professional Cyber Pollution			VPPL016981 2CIAFL17S011250200 EV2018460705	1/1/2023 7/3/2023 1/1/2023	1/1/2024 7/3/2024 1/1/2024	Professional Cyber Pollution	$1,000,000 5,000,000 $100000/$3000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named insureds;
Juniper Group Acquisition LLC, Juniper Landscaping Holdings, LLC, Juniper Landscaping of Florida, LLC, Juniper of Bradenton, LLC, Coast to Coast Landscaping, LLC, Prestige Property Maintenance Inc., Juniper Landscape Services, LLC, Yohes Lawncare and Landscaping, Battista Farms
Certificate holder is additional insured in regards to the general liability and auto liability. 30 days notice of cancellation except for non-payment

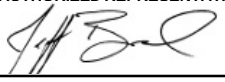
CERTIFICATE HOLDER

City of Hollywood
2600 Hollywood Blvd. Suite 303
P. O. Box 229045
Hollywood FL 33022-9045

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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Line	Item	Description	Category Name	UOM
1		BOGGS FIELD: Boggs East / Police Athletic League Field Maintenance	988-03	Month
2		BOGGS FIELD: Boggs West Field Maintenance	988-03	Month
3		BOGGS FIELD: Boggs East / Police Athletic League Irrigation Maintenance	988-03	Month
4		BOGGS FIELD: Boggs West Irrigation Maintenance	988-03	Month
5		BOGGS FIELD: Bermuda Turf Installation (includes removal, disposal, site prep and installatio	988-03	Square Foot
6		BOGGS FIELD: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesal	988-03	
7		BOGGS FIELD: Chemicals & Fertilizerson SiteOne Landscape Supply Catalog: Wholesal	988-03	
8		BOGGS FIELD: Miscellaneous supplies and materials	988-03	
9		DRIFTWOOD: Driftwood Field Maintenance	988-03	Month
10		DRIFTWOOD: Driftwood Irrigation Maintenance	988-03	Month
11		DRIFTWOOD: Bermuda Turf Installation (includes removal, disposal, site prep and installatio	988-03	Square Foot
12		DRIFTWOOD: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesa	988-03	
13		DRIFTWOOD: Chemicals & Fertilizers	988-03	
14		DRIFTWOOD: Miscellaneous supplies and materials	988-03	
15		HOLLYWOOD WEST: Hollywood West Field Maintenance	988-03	Month
16		HOLLYWOOD WEST: Hollywood West Irrigation Maintenance	988-03	Month
17		HOLLYWOOD WEST: Bermuda Turf Installation (includes removal, disposal, site prep and installatio	988-03	Square Foot
18		HOLLYWOOD WEST: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesa	988-03	
19		HOLLYWOOD WEST: Chemicals & Fertilizers	988-03	
20		HOLLYWOOD WEST: Miscellaneous supplies and materials	988-03	
21		ROTARY PARK: Rotary Park Field Maintenance	988-03	Month
22		ROTARY PARK: Rotary Park Irrigation Maintenance	988-03	Month

23	ROTARY PARK: Bermuda Turf Installation (includes removal, disposal, site prep and installatio	988-03	Square Foot
24	ROTARY PARK: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesa	988-03	
25	ROTARY PARK: Chemicals & Fertilizers	988-03	
26	ROTARY PARK: Miscellaneous supplies and materials	988-03	
27	WASHINGTON PARK: Washington Park Field Maintenance	988-03	Month
28	WASHINGTON PARK: Washington Park Irrigation Maintenance	988-03	Month
29	WASHINGTON PARK: Bermuda Turf Installation (includes removal, disposal, site prep and installatio	988-03	Square Foot
30	WASHINGTON PARK: Irrigation Parts & Supplies (based on SiteOne Landscape Supply Catalog: Wholesa	988-03	
31	WASHINGTON PARK: Chemicals & Fertilizers	988-03	
32	WASHINGTON PARK: Miscellaneous supplies and materials	988-03	
33	SUPPLEMENTAL WORK: St. Augustine "Floratam" Sod	988-03	Square Foot
34	SUPPLEMENTAL WORK: Tifway 419 Sod	988-03	Square Foot
35	SUPPLEMENTAL WORK: Celebration Bermuda Sod	988-03	Square Foot
36	SUPPLEMENTAL WORK: Bahia Sod	988-03	Square Foot
37	SUPPLEMENTAL WORK: Red Mulch - 2 cu. ft bag	988-03	Each
38	SUPPLEMENTAL WORK: Spanish Gold Mulch - 2 cu. ft bag	988-03	Each
39	SUPPLEMENTAL WORK: Soil - 70/30 mix	988-03	Cubic Yard
40	SUPPLEMENTAL WORK: Soil 80/20 mix	988-03	Cubic Yard
41	SUPPLEMENTAL WORK: Red Mulch - Blown	988-03	Cubic Yard
42	SUPPLEMENTAL WORK: Spanish Gold Mulch - Blown	988-03	Cubic Yard
43	SUPPLEMENTAL WORK: Annuals Mix	988-03	Cubic Yard
44	SUPPLEMENTAL WORK: Sand - Golf Course Trap Sand	988-03	Cubic Yard
45	SUPPLEMENTAL WORK: Sand - 70/30 mix	988-03	Cubic Yard
46	SUPPLEMENTAL WORK: Crimson Stone for Baseball/Softball Warning Tracks (Installed 1/2 inch thick)	988-03	Square Foot
47	SUPPLEMENTAL WORK: Field Clay for Baseball/Softball Infields and Pitcher's Mounds	988-03	Ton
48	SUPPLEMENTAL WORK: Bio-Barrier 12" Root Barrier	988-03	Linear Foot

	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
49	Laborer/Groundskeeper	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
50	Irrigation Technician - Certified -	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
51	Large Equipment Operator	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
52	Supervisor/Foreman	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
53	Graduate Horticulturist	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
54	Bobcat w/operator	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
55	Front end loader w/operator	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
56	18-yard dump truck w/driver	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
57	75-ton crane w/operator	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
58	Work boat w/operator	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
59	Climber/trimmer	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
60	Chipper truck w/operator	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
61	Bucket truck w/operator	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
62	Water Truck w/operator	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
63	Spray Technician	988-03	Hour
	LABOR and EQUIPMENT - SUPPLEMENTAL WORK:		
64	Laser Grading of Sports Field	988-03	Hour
65	Per pricing and services per Bid# F-4664-21-RL	988-03	

Monthly

Months

Estimated Annual Cost

CPI Not To Exceed $12,000

	Price	CPI 3%		Increased by	New Price
$	2,201.35	0.03	$	66.04	2267.39
$	4,904.15	0.03	$	147.12	5051.27
$	195.80	0.03	$	5.87	201.67
$	286.01	0.03	$	8.58	294.59
$	1.35	0.03	$	0.04	1.39
$	-	0.03	$	-	0.00
$	-	0.03	$	-	0.00
$	-	0.03	$	-	0.00
$	5,686.55	0.03	$	170.60	5857.15
$	331.64	0.03	$	9.95	341.59
$	1.35	0.03	$	0.04	1.39
$	-	0.03	$	-	0.00
$	-	0.03	$	-	0.00
$	-	0.03	$	-	0.00
$	4,904.15	0.03	$	147.12	5051.27
$	286.01	0.03	$	8.58	294.59
$	1.35	0.03	$	0.04	1.39
$	-	0.03	$	-	0.00
$	-	0.03	$	-	0.00
$	-	0.03	$	-	0.00
$	4,285.07	0.03	$	128.55	4413.62
$	249.90	0.03	$	7.50	257.40

$	1.35	**0.03**	$	0.04	**1.39**
$	-	**0.03**	$	-	**0.00**
$	-	**0.03**	$	-	**0.00**
$	-	**0.03**	$	-	**0.00**
$	4,121.95	**0.03**	$	123.66	**4245.61**
$	240.39	**0.03**	$	7.21	**247.60**
$	1.35	**0.03**	$	0.04	**1.39**
$	-	**0.03**	$	-	**0.00**
$	-	**0.03**	$	-	**0.00**
$	-	**0.03**	$	-	**0.00**
$	0.95	**0.03**	$	0.03	**0.98**
$	1.60	**0.03**	$	0.05	**1.65**
$	1.60	**0.03**	$	0.05	**1.65**
$	0.95	**0.03**	$	0.03	**0.98**
$	4.25	**0.03**	$	0.13	**4.38**
$	4.25	**0.03**	$	0.13	**4.38**
$	78.00	**0.03**	$	2.34	**80.34**
$	79.20	**0.03**	$	2.38	**81.58**
$	40.00	**0.03**	$	1.20	**41.20**
$	41.00	**0.03**	$	1.23	**42.23**
$	117.50	**0.03**	$	3.53	**121.03**
$	137.84	**0.03**	$	4.14	**141.98**
$	78.00	**0.03**	$	2.34	**80.34**
$	235.00	**0.03**	$	7.05	**242.05**
$	113.58	**0.03**	$	3.41	**116.99**
$	19.85	**0.03**	$	0.60	**20.45**

$	35.00	0.03	$	1.05	36.05
$	55.00	0.03	$	1.65	56.65
$	85.00	0.03	$	2.55	87.55
$	55.00	0.03	$	1.65	56.65
$	65.00	0.03	$	1.95	66.95
$	85.00	0.03	$	2.55	87.55
$	95.00	0.03	$	2.85	97.85
$	120.00	0.03	$	3.60	123.60
$	350.00	0.03	$	10.50	360.50
$	350.00	0.03	$	10.50	360.50
$	65.00	0.03	$	1.95	66.95
$	130.00	0.03	$	3.90	133.90
$	130.00	0.03	$	3.90	133.90
$	45.00	0.03	$	1.35	46.35
$	75.00	0.03	$	2.25	77.25
$	180.00	0.03	$	5.40	185.40
$	30,573.29	0.03	$	917.20	31490.49
	12			12	12.00
$	**366,879.48**		$	11,006.38	377885.86

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 12/19/2024	Contract Number: 23-524 Title: Third Party Administrator for Workers Comp, Employer Liability, Property and Liability Effective Date: 12/19/2023
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Amy Munday E-mail: amy.munday@lakecountyfl.gov Telephone Number: 352-343-9768	**CONTRACTOR** Name: TRISTAR Claims Management Services, Inc. Address: 100 Oceangate, Suite 840 City: Long Beach, CA 90802 ATTENTION: Thomas J. Veale, President

INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.

DESCRIPTION OF MODIFICATION: This Contract Modification is to extend agreement for Two (2) Years, expiring on December 18, 2026.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Thomas J Veale (Thomas J Veale (Aug 9, 2024 17:10 EDT))	Signature: Amy Munday
Print Name: Thomas J. Veale	Print Name: Amy Munday
Title: President	Title: Contracting Officer II
Date: Aug 9, 2024	Date: 8.12.24
E-mail: tom.veale@TRISTARgroup.net	
Secondary E-mail: generalcounseloffice@TRISTARgroup.net	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 11/28/2023

MEETING DATE: 12/19/2023

ITEM TYPE: Consent Item

TO: Jennifer Barker, County Manager

THRU:

ITEM ID: 28594

Jim Kovacs, Office Of Human Resources & Risk Management Director

BY: Amy Munday, Contracting Officer II

SUBJECT: Third Party Administrator for Workers Comp, Employer Liability, Property And Liability

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RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 23-524 with Tristar Claims Management Services, Inc. (Long Beach, CA) for third party administrator services; and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated fiscal impact is $95,000 (expenditure) and is within, and will not exceed, the Fiscal Year 2024 Budget. Annual expenditures will not exceed available funding in future fiscal years.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Human Resources, issued Request for Proposal (RFP) 23-524 for third party administrator services. This solicitation allows replacement of expiring Contract 18-0016 and provides for an initial one-year term with two additional two-year terms available.

Proposals were received from two vendors as shown on the attached price tabulation sheet. Evaluation of responses was conducted via formal Selection Committee (SC) procedures. The SC summary memo reflects technical factors and pricing were evaluated in compliance with the criteria within the RFP. The overall pricing associated with the recommended vendor is competitive with market pricing. Based on the County's needs and in its best interest, the recommendation is to award this contract to the highest ranked and lowest priced vendor: Tristar Claims Management Services, Inc.

Fiscal Impact: $95,000 (expenditure)

Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount

Property & Casualty	5200	0713400	830561		$95,000.00

Advertised Date: Paper:

Attachments:

1.	23-524 Price Tabulation Sheet
2.	23-524 Selection Committee Minutes
3.	Lake County WC CSA No. 23524 (partial exec 11.27.2023)

STAFF APPROVALS AND DATES:

Amy Munday	Created/Initiated - 11/28/2023
Ron Falanga	Approved - 11/28/2023
Kandace Pourbaix	Approved - 11/28/2023
Jim Kovacs	Approved - 11/28/2023
Sheri Hutchinson	Approved - 11/28/2023
Allison Teslia	Approved - 12/4/2023
Melanie Marsh	Approved - 12/5/2023
Jennifer Barker	Approved - 12/5/2023
Misty Spahn	Final Approval - 12/8/2023

ACTION TAKEN BY BOARD:

Continued/Deferred

Action: New Until:

Other:

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
TRISTAR CLAIMS MANAGEMENT SERVICES, INC.
FOR THIRD PARTY ADMINISTRATOR SERVICES

RFP # 23-524

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, herein referred to as the COUNTY, by and through its Board of County Commissioners, and TRISTAR Claims Management Services, Inc., a foreign profit corporation authorized to conduct business in the State of Florida, its successors and assigns, herein referred to as the CONSULTANT.

WITNESSETH

WHEREAS, the COUNTY publicly submitted a Request for Proposals (RFP) #23-524 seeking firms or individuals to provide third party administrator services for workers' compensation, employer liability, property, and liability; and

WHEREAS, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals.

1.1 Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

Article 2. Purpose.

2.1 The purpose of this Agreement is for the CONSULTANT to provide professional Third-Party Administrator (TPA) services, including, but not limited to, providing TPA services for Workers' Compensation, Employer Liability, Property, and Liability, as well as providing other TPA services as needed by the COUNTY.

Article 3. Scope of Professional Services.

3.1 On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONSULTANT to perform the services set forth herein in the Scope of Services, attached hereto and incorporated herein by reference as **Exhibit A**; the CONSULTANT'S proposed solution, attached hereto and incorporated herein by reference as **Exhibit B**; as well as CONSULTANT'S bid response, including all addenda, attached hereto and incorporated herein by reference as **Exhibit C (Composite)**. The CONSULTANT shall be governed by the Price Summary set forth in **Exhibit D**, attached hereto and incorporated herein by reference, unless such schedule is amended by mutual, written agreement of each party's project manager.

3.2 Term: This Agreement will commence following approval by the Parties, with an effective date of October 1, 2023. The term of the Agreement will be for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of CONSULTANT. This prerogative will be exercised only when such continuation is clearly in the best interest of the COUNTY.

3.3 The prices set forth in **Exhibit D** shall prevail for the full duration of this Agreement. Any proposed services that are not included in this Agreement shall not exceed what is a reasonable and customary rate for this area. The CONSULTANT shall maintain, for the entirety of this Agreement the same prices, terms, and conditions included within this Agreement. The Agreement remains in effect until completion of the expressed and implied warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

3.4 Open Quantity Contract: CONSULTANT agrees that this Agreement will be an open quantity contract. The COUNTY does not guarantee to CONSULTANT any minimum amount of work throughout the term of this Agreement. Furthermore, CONSULTANT agrees and acknowledges that in the event CONSULTANT cannot meet the COUNTY'S specifications, including, but not limited to time, for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual project to the COUNTY'S other consultant(s).

3.5 Retaining Other Consultants. The CONSULTANT shall coordinate and work with any other consultants or consultants retained by the COUNTY, as necessary to perform the Services under this Agreement. The CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

3.6 Purchase of Other Services. While the COUNTY has listed all major services which are utilized by the COUNTY'S related to this Agreement, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact CONSULTANT to obtain a price quote for the similar or ancillary items. The COUNTY reserves the right to award these ancillary items to CONSULTANT, another vendor, or to acquire the items through a separate solicitation.

3.7 The Business Associate Agreement, attached hereto and incorporated herein shall govern all matters necessary to enforce the provisions of the HIPPA Privacy and Security Rules 45 CFR Parts 160, 162, and 164, as applicable to this Agreement, attached hereto and incorporated herein as **Exhibit E**.

Article 4. Payment.

4.1 Payment shall be made in accordance with the Price Summary as attached in **Exhibit D**. It is agreed that rates provided by the CONSULTANT shall include all costs associated with performance of the contract including travel and out-of-pocket expenses.

4.2 Payments shall be tendered in accordance with the Florida Local Government Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The COUNTY will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate COUNTY using department. The COUNTY will pay interest not to exceed 1% per month on all undisputed invoices not paid within thirty (30) days after the due date.

4.3 Invoices.

A. The CONSULTANT shall submit invoices to the COUNTY user department at humanresources@lakecountyfl.gov, or a directed by the using department. Payment of all such invoices shall be subject to formal acceptance of the related work by the COUNTY. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding work assignment and related acceptance document that was signed by an authorized representative of the COUNTY user department at the time the service and /or work product were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the COUNTY in advance of the delivery and acceptance of the items.

B. All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative. Failure to submit invoices in the prescribed manner will delay payment, and the CONSULTANT may be considered in default of this Agreement and this Agreement may be terminated.

4.4 Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONSULTANT shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

4.5 Other than the payment schedule set forth in **Exhibit D**, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5. COUNTY'S Responsibilities

5.1 The COUNTY shall promptly review the deliverables and other materials submitted by the CONSULTANT and provide direction to the CONSULTANT as needed. The COUNTY shall designate one (1) COUNTY staff member to act as the COUNTY'S Project Manager.

5.2 The COUNTY shall pay the CONSULTANT, in accordance with Article 4 above for services timely submitted, approved, and accepted by the COUNTY in accordance with the terms of this Agreement.

Article 6. CONSULTANT'S Responsibilities

6.1 The CONSULTANT shall perform the work described in the Scope of Work, attached and incorporated by reference herein as **Exhibit A**; the CONSULTANT'S proposed solution, attached and incorporated by reference herein as **Exhibit B**; and CONSULTANT'S bid submittal and all addenda, and incorporated by reference herein as **Exhibit C (Composite)**.

6.2 The CONSULTANT shall assign the project personnel proposed and resources described in its submittal to the COUNTY'S RFP to fulfill this Scope of Services unless the COUNTY agrees to substitutions.

6.3 The CONSULTANT shall manage all sub-consultants to fulfill the Scope of Services.

6.4 The CONSULTANT shall provide all deliverables in format(s) as specified by the COUNTY.

Article 7. Special Terms and Conditions

7.1 Qualifications. All firms or individuals will be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. CONSULTANT shall be responsible for ensuring that all firms or individuals working under this Agreement have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the work required under this Agreement.

7.2 Health Information Confidentiality.

A. The CONSULTANT shall not use or disclose health information obtained from the COUNTY'S group health plan in a manner inconsistent with the conditions in the COUNTY'S agreement with the group health plan. The COUNTY will provide the CONSULTANT with the applicable group health plan agreement upon request.

B. The CONSULTANT shall execute the Business Associate Agreement, attached hereto and incorporated herein by reference as **Exhibit E**, pursuant to the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191) (codified at 42 U.S.C. Section 1320d, *et. seq.*), and regulations contained in 45 C.F.R. Parts 160 and 164.

C. If the CONSULTANT obtains any information governed by 42 U.S.C. Section 290dd-2 and the regulations implemented by the Substance Abuse and Mental Health Services Administration at 42 C.F.R. Part 2 (collectively referred to as the "SAMHSA regulations"), whether from the COUNTY or another source, while providing services to the COUNTY under this Agreement, the CONSULTANT shall only use or disclose that information pursuant to the SAMHSA regulations.

D. The CONSULTANT will also comply with any and all laws under the State of Florida governing the confidentiality of health information, including, but not limited to, records or other documents containing medical, mental health, or substance abuse information. In the event the COUNTY determines that the CONSULTANT has failed to comply with laws, rules, and regulations governing confidential health information, the COUNTY may terminate this Agreement for cause.

7.3 Termination. The COUNTY reserves the right to terminate this Agreement, in part, or in whole, or affect other appropriate remedy in the event the CONSULTANT fails to perform in accordance with the terms and conditions stated herein. The COUNTY further reserves the right to suspend or debar the CONSULTANT in accordance with COUNTY ordinances, resolutions, and/or administrative orders. The CONSULTANT will be notified by a written letter of the COUNTY'S intent to terminate with a thirty (30) days' notice and an appropriate time period to cure any such breach. In the event of termination for default, the COUNTY may procure the required goods and/or services from any source and use any method deemed in its best interest.

A. Termination for Convenience. This Agreement may be terminated by either party upon thirty (30) calendar days' written notice to the other party; but if any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) calendar days' written notice, the COUNTY will reimburse the CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. This Agreement may be terminated by either party due to a party's breach of a material term of this Agreement, but only after the non-breaching party has provided breaching party with ten (10) calendar days' written notice for the breaching party to cure the breach and the party's failure to cure the breach within that ten (10) day time period. If any work, service or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement will be terminated immediately upon written notice by the COUNTY to the CONSULTANT and the CONSULTANT will be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the services/tasks provided under this Agreement.

7.4 Liquidated Damages. If any part of the Service is not completed by the CONTRACTOR in accordance with this Agreement and within the applicable time period, the CONTRACTOR shall pay Two Hundred Fifty and 00/100 Dollars ($250.00) for each day that any part of the Service is not completed by the CONTRACTOR. The COUNTY may deduct any amount due under this provision from the applicable invoice from the CONTRACTOR.

7.5 Subcontracting. This Agreement shall not be subcontracted except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subconsultant. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Subcontracting without the prior consent of the COUNTY may result in termination of the Contract for default.

7.6 Indemnity. The CONSULTANT will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT, its personnel, employees, and other person utilized by CONSULTANT in the performance of this Agreement, including without limitation negligent acts and errors or omissions that result in material cost increases to COUNTY. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONSULTANT'S expense. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set for in Section 768.28, Florida Statutes.

7.7 Independent Contractor. The CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONSULTANT shall have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT any fee,

commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

7.8 Ownership of Deliverables. The CONSULTANT agrees all deliverables under this Agreement, and other data generated or developed by the CONSULTANT under this Agreement or furnished by the COUNTY to the CONSULTANT shall be and remain the property of the COUNTY, including any applicable copyrights. The CONSULTANT shall perform any acts that may be deemed necessary or desirable by the COUNTY to evidence more fully transfer of ownership of all deliverables to the COUNTY. Additionally, the CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement.

7.9 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement.

7.10 Changes in the Scope of Services.

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by the CONSULTANT, the CONSULTANT must prepare and submit change order requests for the COUNTY'S approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and the CONSULTANT must execute the change order for the order to become effective.

B. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the Agreement price.

C. If the COUNTY and the CONSULTANT are unable to agree on the change order for a requested change, the CONSULTANT shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONSULTANT disagrees with the COUNTY'S adjustment determination, the CONSULTANT must make a claim pursuant to the Claims and Disputes section in this Agreement, or else be deemed to have waived any claim on this matter the CONSULTANT might have otherwise had.

D. For work not contemplated by the original Agreement where the Project Manager determines the CONSULTANT is best suited to complete the work, CONSULTANT may complete the work under a time-and-materials agreement, as provided herein. Consultant's quote to complete the additional work will be limited to (i) the CONSULTANT'S reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the CONSULTANT will keep and present to the COUNTY an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subconsultant, additional work will be limited to (i) the subconsultant's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. CONSULTANT may charge appropriate reasonable direct hourly costs related to overseeing and subcontracting the work. All compensation due the CONSULTANT and any subconsultant for field and home office overhead is included in the markups listed above. Payment to CONSULTANT will be limited to the amount quoted by the CONSULTANT for the additional work, which the CONSULTANT exceeds at its own risk.

E. The COUNTY will not be liable to the CONSULTANT for any increased compensation in the absence of a written change order executed in accordance with the COUNTY's policy. The payment authorized by such a change order will represent full and complete compensation to the CONSULTANT for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONSULTANT of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Services must be promptly performed. All changes in work must be performed under the terms and conditions of this Agreement.

H. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONSULTANT.

7.11 Claims and Disputes.

A. CONSULTANT shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with this Agreement during the pendency of any claim.

B. Claims by CONSULTANT will be resolved in the following manner: (1) Upon receiving the claim and supporting data, COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. CONSULTANT will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, CONSULTANT may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

C. Claims by the COUNTY against CONSULTANT must be made in writing to the CONSULTANT as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to CONSULTANT. All claims will be priced in accordance with the section titled "Changes in the Scope of Services" within this Agreement. CONSULTANT shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth in (C) above.

D. Arbitration will not be considered as a means of dispute resolution.

7.12 Retaining Other Consultants. Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those

undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

7.13 Accuracy and Standard of Care. CONSULTANT is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished hereunder. CONSULTANT shall, without additional compensation, correct or revise any errors or omissions in its designs, drawings, reports, or other services due to CONSULTANT'S negligence or causes within CONSULTANT'S reasonable control. The standard of care for all professional consulting and related services performed or furnished by CONSULTANT and its employees under this Agreement shall be the care and skill ordinarily and reasonably used by members of CONSULTANT'S profession practicing under the same or similar circumstances.

7.14 Codes and Regulations. All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

7.15 Truth in Negotiations. Pursuant to Section 287.055, Florida Statutes, the contract pricing and any additions will be adjusted to exclude any significant sums by which the COUNTY determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments will be made within one (1) year following the end of the Agreement.

7.16 Public Entity Crimes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity nor shall such person or affiliate be awarded or perform work as a CONSULTANT, supplier, subconsultant, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.17 Prohibition Against Contingent Fees. The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

7.18 Non-Collusion. The CONSULTANT, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONSULTANT in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

7.19 Certification Regarding Scrutinized Companies. The CONSULTANT hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. The CONSULTANT understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties,

attorneys' fees, and costs. The CONSULTANT further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONSULTANT is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

7.20 Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONSULTANT affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended Vendor List.

7.21 Discriminatory Vendor List. As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

7.22 Antitrust Violator Vendor List. As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONSULTANT affirms that CONSULTANT is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

7.23 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONSULTANT shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of $50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONSULTANT'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within 30 days of the COUNTY making such request, or at a later time as agreed to by the Parties.

7.24 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statues, for contracts where vendor may have access to personal identifying information, vendor certifies to the County by entering this Agreement that (1) vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in vendor, as defined

by Section 287.138(1)(a), Florida Statutes; and (3) vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

7.25 Minimum Wage: The wage rate paid to all laborers, mechanics and apprentices employed by the CONSULTANT for the work under the Agreement will not be less than the prevailing wage rates for similar classifications of work as established by the federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

7.26 Right to Audit. The COUNTY reserves the right to require the CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. The CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: https://files.floridados.gov/media/703328/gs1-sl-2020.pdf, whichever is longer. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONSULTANT provides technology services, the CONSULTANT must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONSULTANT'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONSULTANT.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONSULTANT. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

C. This provision is hereby considered to be included within, and applicable to, any subconsultant contract entered into by the CONSULTANT in performance of any work under this Agreement.

7.27 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONSULTANT for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public

records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. The CONSULTANT will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONSULTANT will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY'S Project Manager.

B. Pursuant to Section 119.0701, Florida Statutes, CONSULTANT will comply with the Florida Public Records' laws, and will:

i. Keep and maintain public records required by the COUNTY to perform the services identified herein.

ii. Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 for by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONSULTANT does not transfer the records to the COUNTY.

iv. Upon completion of the contract, transfer, at no cost, to the COUNTY all public records in possession of the CONSULTANT or keep and maintain public records required by the COUNTY to perform the service. If CONSULTANT transfers all public records to the COUNTY upon completion of the contract, CONSULTANT will destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Agreement, CONSULTANT will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.**

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONSULTANT shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies. If CONSULTANT receives notification of a dispute or the commencement of

litigation regarding the Project within the time specified in the Schedule, the CONSULTANT shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Requests to inspect or copy public records relating to the COUNTY'S Agreement for services must be made directly to the COUNTY. If CONSULTANT receives any such request, CONSULTANT shall instruct the requestor to contact the COUNTY. If the COUNTY does not possess the records requested, the COUNTY shall immediately notify the CONSULTANT of such request, and the CONSULTANT must provide the records to the COUNTY or otherwise allow the records to be inspected or copied within a reasonable time.

G. CONSULTANT acknowledges that failure to provide the public records to the COUNTY within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. CONSULTANT further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the COUNTY. CONSULTANT shall indemnify, defend, and hold the COUNTY harmless for and against any and all claims, damage awards, and causes of action arising from the CONSULTANT'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONSULTANT'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements including, but not limited to, any third party claims or awards for attorney's fees and costs arising therefrom. CONSULTANT authorizes COUNTY to seek declaratory, injunctive, or other appropriate relief against CONSULTANT from a Circuit Court in Lake County on an expedited basis to enforce the requirements of this section.

7.28 Insurance.

A. CONSULTANT will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONSULTANT against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONSULTANT under the terms and provisions of the Agreement. An original certificate of insurance, indicating that CONSULTANT has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONSULTANT to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONSULTANT in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

v. Professional liability and specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONSULTANT must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONSULTANT must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONSULTANT will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONSULTANT or subconsultant providing such insurance.

I. CONSULTANT will be responsible for subconsultants and their insurance. Subconsultants are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONSULTANT'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONSULTANT, nor a failure to disapprove that insurance, will relieve CONSULTANT of full responsibility of liability, damages, and accidents as set forth herein.

7.29 Federal and/or State Clauses, Terms, and Conditions. Although COUNTY funding is currently considered the primary source for funding tasks under this Agreement, any purchase action may come to be supported in whole or in part by Federal and/or State funding. Therefore, this Agreement may include provisions related to various specific federal and/or state requirements. All such clauses shall be considered and treated as "flow-down" clauses that shall be considered applicable to any prime contract and any subcontract associated with performance under this Agreement.

7.30 E-Verify. The CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and all persons, including subconsultants, assigned by the CONSULTANT to perform work pursuant to this Agreement.

7.31 Conflict of Interest. The CONSULTANT hereby certifies that no officer, agent, or employee of the COUNTY has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly in the CONSULTANT as a business entity, and that no such person shall have any such interest at any time during the term of this Agreement unless approved in writing by the COUNTY upon consultation with its attorney.

7.32 Key Personnel. The CONSULTANT agrees that each person listed or referenced in the qualifications package shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature in which case the CONSULTANT must be able to promptly provide a qualified replacement. In the event the CONSULTANT desires to substitute personnel, the CONSULTANT shall propose a person with equal or higher qualifications and each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement.

7.33 Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements.

7.34 Certificate of Competency/Licensure, Permits, and Fees. The CONSULTANT shall, at all times during the term of this Agreement, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying all persons, firms, corporations or joint ventures performing the work described herein. If work for other trades is required in conjunction with this Agreement and will be performed by a sub-consultant(s) or vendor(s) hired by the CONSULTANT, an applicable Certificate of Competency/license issued to the sub-consultant(s)/hired vendor(s) shall be submitted by the CONSULTANT to the COUNTY prior to beginning the relevant work; provided, however, that the COUNTY may at its option and in its best interest allow the CONSULTANT to supply

the subconsultant(s)/hired vendor(s) certificate/license to the COUNTY during the pendency of the work being performed. The CONSULTANT is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this Project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the COUNTY or the CONSULTANT for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the CONSULTANT.

7.35 Acceptance of Services. Each assignment shall be inspected by an authorized representative of the COUNTY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions. There may be other acceptance requirements which will be outlined at the time each individual assignment is agreed upon.

A. If the COUNTY staff finds major errors or corrections to a report, those requiring more than one (1) hour of COUNTY staff time, then the COUNTY reserves the right to seek reimbursement for actual time spent.

B. The CONSULTANT shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. The COUNTY will not be responsible to pay for any product or service that does not conform to the specifications in this Agreement or Purchase Order.

C. In the event that the service does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement and will not be responsible to pay for any such service.

D. If the CONSULTANT fails to timely and appropriately correct the defective service, the COUNTY reserves the right to procure replacement services on the open market. The CONSULTANT shall be responsible for any increase in cost incurred by the COUNTY in obtaining replacement services. Any cost incurred by the COUNTY in any re-procurement plus any increased product or service cost will be withheld from any monies owed to the CONSULTANT by the COUNTY for any Contract or financial obligation.

7.36 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period. A party that becomes aware of a force majeure that will significantly delay performance will notify the other party promptly, within fifteen (15) calendar days, after if discovers the force majeure. If a force majeure occurs, the parties may execute a contract modification or change order to extend the performance schedule or make accommodations that are reasonable under the circumstances.

7.37 Disadvantaged Businesses. The County has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

7.38 Social, Political, or Ideological Interests. Per Section 287.05701, Florida Statutes, the COUNTY will not consider or request documentation of a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

Article 8. Miscellaneous Provisions

8.1 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement is governed by the laws of the State of Florida. Any and all legal action arising out of this Agreement will have its venue in Lake County and the Agreement will be interpreted according to the laws of Florida. Arbitration will not be used as a means for dispute resolution. BOTH PARTIES WAIVE ANY RIGHT THEY MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM THIS AGREEMENT.

8.2 Neither party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

8.3 Captions. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

8.4 This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

8.5 This Agreement may not be amended, released, discharged, rescinded, or abandoned, except by a written instrument duly executed by each of the parties hereto.

8.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

8.7 Civil Rights Act. During the term of this Agreement the CONSULTANT assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against CONSULTANT employees or applicants for employment. The CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

8.8 Compliance with State, Federal, and Local Laws. The CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

8.9 Prime Consultant. The CONSULTANT will act as the prime consultant for all required items and services and will assume full responsibility for the procurement and maintenance of such items and services. The CONSULTANT will be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this contract. All subconsultants will be subject to advance review by the COUNTY in terms of competency, security, and compliance with applicable laws. The combined expenses of subconsultants without a COUNTY contract are limited to thirty percent (30%) of the task not to exceed $35,000. Professional services subconsultants currently under contract with the COUNTY obtained through competitive solicitation may be utilized by CONSULTANT without limits. CONSULTANT may be required to use subconsultants currently under contract with the COUNTY. The professional services subconsultants' limits may be waived with prior approval from the County Attorney and Procurement Services Director. No change in subconsultants will be made without consent of the COUNTY. Even if the subconsultant is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

8.10 State Registration Required. The CONSULTANT shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida

Statutes, unless exempt from registration. A copy of CONSULTANT'S registration must be provided to the COUNTY on request.

8.11 Assignment. The CONSULTANT shall not assign or transfer this Agreement, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the COUNTY. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regard may result in termination of this Agreement for default.

8.12 Fraud, Misrepresentation, and Material Misstatements. Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation, or other material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

8.13 Non-Exclusivity. The COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services actually provided under this Agreement.

8.14 Other Agencies. With the consent of the CONSULTANT, other agencies may make purchases in accordance with this Agreement. Any such purchases will be governed by the same terms and conditions as stated herein except for a change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

8.15 Other County Departments. Although this agreement is specific to a County department, it is agreed and understood that any County department may avail itself of this Agreement and purchase any and all items specified herein at the agreement price(s) established herein. An agreement modification will be issued by the COUNTY identifying the requirements of the additional County department(s).

8.16 Continuation of Work. Any work that commences prior to, and will extend, beyond the expiration date of any Contract period must, unless terminated by mutual written agreement between the COUNTY and the CONSULTANT, continue until completion without change to the then current prices, terms and conditions.

8.17 Warranty. All warranties express and implied, must be made available to the COUNTY for goods and services covered by a solicitation. All goods furnished must be fully guaranteed by the CONSULTANT against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided in the Agreement will be in addition to the warranty and do not limit any right afforded to the COUNTY by any other provision of a solicitation. CONSULTANT shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the COUNTY. The special conditions of a solicitation may supersede the manufacturer's standard warranty.

8.18 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on County owned property.

8.19 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking related activities listed below. These prohibitions specifically

apply to come federally funded contracts and prohibit consultants, consultant employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

8.20 Modification of Contract. This Agreement may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to this Agreement and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable COUNTY procedures.

8.21 Contract Extension. The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current contract period. In such event, the COUNTY will notify the CONSULTANT in writing of such extensions. This Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONSULTANT. Exercise of the above options requires the prior approval of the Procurement Services Manager.

8.22 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.23 Notices. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

COUNTY
County Manager
Lake County Administration Building
315 West Main Street, Suite 308
Post Office Box 7800

CONSULTANT
TRISTAR Claims Management Service, Inc.
100 Oceangate, Suite 840
Long Beach, CA 90802
Attn: Thomas J. Veale

Tavares, Florida 32778-7800

With a copy to:
County Attorney
Lake County Administration Building
315 West Main Street, Suite 335
Post Office Box 7800
Tavares, Florida 32778-7800

With a copy to:
TRISTAR Claims Management Service, Inc.
100 Oceangate, Suite 840
Long Beach, CA 90802
Attn: General Counsel Office

and:
TRISTAR Claims Management Services, Inc.
1540 International Parkway, Suite 200
Lake Mary, Florida 32746

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

Article 9. Scope of Agreement

9.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this contract will need to be added via written addendum, and pricing negotiated based on final specifications.

9.2 This Agreement includes the following exhibits, all of which are incorporated as material terms and conditions to this Agreement:

Exhibit A ..... Scope of Services
Exhibit B ..... Consultant's Proposed Solution & Key Personnel
Exhibit C ..... Bid Submittal and Addendum (Composite)
Exhibit D ..... Pricing Summary
Exhibit E ..... Business Associate Agreement

IN WITNESS WHEREOF, the parties through their authorized representatives have signed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Procurement Services Director, and by the CONSULTANT through its duly authorized representative.

CONSULTANT:

TRISTAR Claims Management Services, Inc.

Thomas J Veale
Thomas J Veale (Nov 27, 2023 15:22 EST)

Thomas J. Veale, President

This 27th day of November, 2023.

COUNTY:

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Kirby Smith, Chairman

This 19th day of Dec, 2023.

ATTEST:

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh 12/19/23
Melanie Marsh
County Attorney

1. BACKGROUND INFORMATION

1.1. Third Party Administrator ("TPA" or "Contractor") must have a current office in the State of Florida. Office location to be listed in Attachment 4 – Worksheet.

1.2. Lake County currently provides workers comp coverage for the following entities:

Agency	Fulltime Staff	Part-time Staff	Volunteers
Lake – BOCC	928	39	210
Lake County Clerk	182	8	0
Lake County Property Appraiser	40	1	0
Lake County Tax Collector	128	3	0
Lake County Supervisor of Elections	19	21 (work 1-5 days per year)	21 (work 1-5 days per year)
Lake Sumter MPO	1	1	0
Totals	**1298**	**73**	**231**

2. CONTRACTOR RESPONSIBILITIES FOR WORKERS COMPENSATION & EMPLOYER LIABILITY:

2.1. Responsible for all claims reported with a date of accident on or after October 1, 2023, to provide a transition with no disruption or delay in the processing of claims. Provide a detailed work plan for the implementation and transition of claims incurred and reported prior to the effective date of the Contract to assure that the transition occurs with no delays in delivery of medical benefits or delays in payments to any claimants or clinicians or in the general handling of all claims. Contractor will indicate in the proposal if there is any fee for conversion of data or transfer of claim files from the previous TPA.

2.2. Administer workers' compensation benefits in accordance with established practice parameters and protocols of treatment as provided for in Chapter 440, Florida Statutes.

2.3. Make initial contact with the employee and establish a claims file within twenty-four (24) hours of receipt of the Employers' First Report of Injury or Illness for the County. Claim files will be available for review by the County at any time during the TPA's regular business hours.

2.4. Monitor treatment programs for injured employees to ensure that they receive proper care and to avoid over treatment situations.

2.5. Meet state law utilization review guidelines and standards.

2.6. Establish claim reserves and provide a continual review and update of reserves to reflect changes during the life of the claim.

2.7. As necessary, complete Average Weekly Wage (AWW), 13-week salary computations, Medicare set-aside projections and other W/C indemnity payments.

2.8. Provide on-going training to County employees as needed/requested to explain Division of Workers' Compensation (DWC) benefit notices and other required letters, forms, and procedures.

2.9. Acknowledge Lake County Human Resources staff inquiries within same workday and provide an update on forecasted issue resolution timeframe.

2.10. All penalties incurred because of failure of the TPA to comply with statutory laws or administrative regulations will be the sole responsibility of the TPA.

2.11. Maintain accurate and timely loss runs in a format system acceptable to the County and required by law.

2.12. County will select defense and subrogation counsel.

2.13. TPA is responsible for proceeding against responsible persons, agencies, or agents in subrogation actions to recover losses suffered by the County due to employee injuries.

2.14. County reserves the right to approve, disapprove, or select any and all service providers including medical case managers, rehabilitation counselors, primary medical treatment impatient and out-patient facilities, physicians, specialists, chiropractors, legal services, etc.

2.15. Recommend special, outside investigations for questionable claims with the coordination and assistance of the County.

2.16. Provide advance notice and explanation to the County of any claim for workers' compensation benefits that is contested and may be denied by the TPA.

2.17. County and excess insurer reserve the right to, at any time, inspect, copy, or audit the files, including the right to conduct an independent claims audit paid for by the County, excess insurer, or State Managed Care Program.

2.18. Provide viewing and reporting access to the TPA's online claims tracking system.

2.19. Closing of Claims

2.19.1. All claims' files remain the property of the County and will not be disposed of without the County's prior authorization.

2.19.2. Close files that meet closing criteria in a timely manner.

2.20. Additional Services

2.20.1. Attend Workers' Compensation Appeals Board hearings, status conferences and trials along with depositions, conferences with legal defense counsel, and meetings with County staff as required.

2.20.2. Provide all forms, posters, and pamphlets as required by Chapter 440, Florida Statutes, that are necessary for the processing of claim and benefit information at the TPA's own expense.

2.20.3. Prepare the Public Entities Self-Insured Annual Report, and any additional reports required by Federal or State law (e.g., OSHA 300 Log).

2.20.4. Prepare DFS-F2-SI-17 Reports for submission to State of Florida.

2.20.5. Coordinate with and report all claims meeting the County's excess insurance carrier's reporting criteria as established by the excess insurance carrier.

2.20.6. Demonstrate knowledge of an Early Return to Work Program.

2.20.7. Provide onsite education programs for employees on selected safety topics.

2.20.8. Access and assignment of nurse advocates to case after approval by the County.

2.21. Medical Cost Control

2.21.1. Provide analysis and strategies for medical service/facility cost savings resulting from your Preferred Provider Network or other services.

2.21.2. Employ strategies for cost savings due to TPA operation or contracted bill review activities.

2.22. Litigation

2.22.1. Discuss strategies for medical cost control on litigated claims with the County before allowing defense counsel to select a physician.

2.22.2. Closely monitor litigation efforts and communicate regularly with the County. The County must authorize all depositions and investigations.

2.22.3. The County must approve settlement authority on all claims.

2.22.4. Prior to any settlement conference, hearing or trial, the claims administrator and defense counsel will provide a written analysis of the case, including options and recommendations of settlement. All permanent disability ratings must include the rating formula and dollar amount.

2.22.5. Establish controls and procedures to manage and contain claim defense costs.

3. CONTRACTOR RESPONSIBILITIES FOR PROPERTY & LIABILITY:

3.1. Establish reporting procedures which are compatible with the needs and organizational structure of the County.

3.2. Provide necessary forms and instructions for use. Such forms are to include appropriate accident reports with mailing address of primary recipients preprinted thereon.

3.3. Be available on a twenty-four (24) hour basis and provide immediate response to claims investigation requests through use of email or cellular telephones.

3.4. Prepare and follow service instructions that have been approved by the County in the handling of the County claims.

3.5. Receive and examine on behalf of the County all reports of third-party liability claims including claims by an employee of an insured against another insured.

3.6. Within twenty-four (24) hours after the County has provided TPA with notification of a serious (one requiring more than first aid) third party bodily injury claim, contact the claimant by telephone or in person. Within two (2) working days after notification of any other third-party claim, contact the claimant by telephone or in person.

3.7. Conduct such investigation as in the exercise of professional judgement would seem necessary. Follow specific written investigation procedures for any case for which the excess insurer requires specific notification.

3.8. The County may select and employ outside professionals such as surveillance personnel, expert witnesses, and attorneys to assist in the investigation, adjustment, and defense of claims.

3.9. Prepare and maintain files necessary for legal defense of claims and / or other litigation (such as actions for subrogation, contribution, or indemnity) or other proceedings.

3.10. Where appropriate or desirable, attend hearings, depositions, mediations, and other proceedings. The attorney or other party representing the County shall provide a written report to the County within ten (10) working days after the hearing, deposition, mediation, or other proceedings. If the adjuster handling the claim attend the hearing, deposition, mediation, or other proceeding, adjuster will file and provide a report to the County within ten (10) working days after the hearing, deposition, mediation, or other proceeding.

3.11. Pay in a timely manner all claims and expenses pertaining to the County claims.

3.12. At the request of the County, provide a complete copy of all files involving litigation, potential or actual subrogation.

3.13. Aggressively pursue all possibilities of subrogation, excess insurance reimbursement, third-party liens, contribution, or indemnity on behalf of the County. Services for Automobile Liability shall include the pursuit of subrogation on behalf of the County for Automobile Physical Damage losses.

3.14. Periodically as appropriate, but at least every six (6) months, review all open cases to assist in the settlement of the cases. Such review shall include a review and verification of outstanding reserves. A written summary of the review shall be provided to the County within ten (10) working days after the end of the period for which the report is being made.

3.15. The County will reserve the right to administer and adjust in-house any First Party Claims and Third-Party Property Damage Claim that the County deems can be resolved in-house.

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EXHIBIT B

Third Party Administrator for Workers' Compensation Employer Liability, Property and Liability

RESPONSE TO REQUEST FOR PROPOSAL

RFP #23-524

Amy Munday

Contracting Officer

352-343-9839

Amy.munday@lakecountyfl.gov

Jimmy Dyer

Director, Client Solutions

361-688-0449

Jimmy.dyer@tristargroup.net

Kevin Cothron

Account Manager

407-716-8105

kcothron@tcg-ip.com



April 18, 2023

Amy Munday, Contracting Officer
Lake County, Office of Procurement Services
315 W Main St
Tavares, Florida 32778

TRISTAR

RE: Response to Request for Proposal No. 23-524
Third Party Administrator for Workers' Compensation, Employer Liability, Property and Liability
Deadline: April 13, 2023

Dear Ms. Munday:

TRISTAR Claims Management Services, Inc., a TRISTAR Insurance Group member company (TRISTAR), is pleased to submit the following proposal for your consideration. Since 1987, we have had the honor and privilege of providing claims administration services and managed care solutions to governmental entities and corporate organizations in Florida and across the United States.

Our distinguished experience serving clients with similar requirements empowers us to provide Lake County, (County) with a comprehensive program tailored to your unique needs, budget, and culture. We provide our clients with industry-leading service, management strategies, and technologies that lower their operational and administrative costs while simultaneously adhering to their versatility standards.

Over the past 35 years, TRISTAR has worked to provide exceptional service by prioritizing our relationships with our clients and partners. TRISTAR has extensive experience working with various public entities, including counties, cities, states, school districts, hospitals, transportation systems, and universities. We will tailor our services to provide a professional claims administration program that meets the County's needs, ensuring fair and equitable evaluation, administration, and settlement.

TRISTAR measures our success not only by the quality of the service we provide but also by the strength and duration of our client relationships. We prioritize client satisfaction above all else, and we take tremendous pride in the fact that many of our clients have been with us for decades. We are incredibly excited about the opportunity to continue supporting the County, and we firmly believe that our unique operating model, as well as extensive experience supporting similar programs, make us an excellent fit for your claims administration program.

It is with our utmost respect and enthusiasm that we request the opportunity to continue to serve Lake County as its trusted partner. While our proposal outlines our response to your RFP, we look forward to evolving our program to best address your future needs.

Respectfully,

Thomas J. Veale
President

Jimmy Dyer
Director, Client Solutions

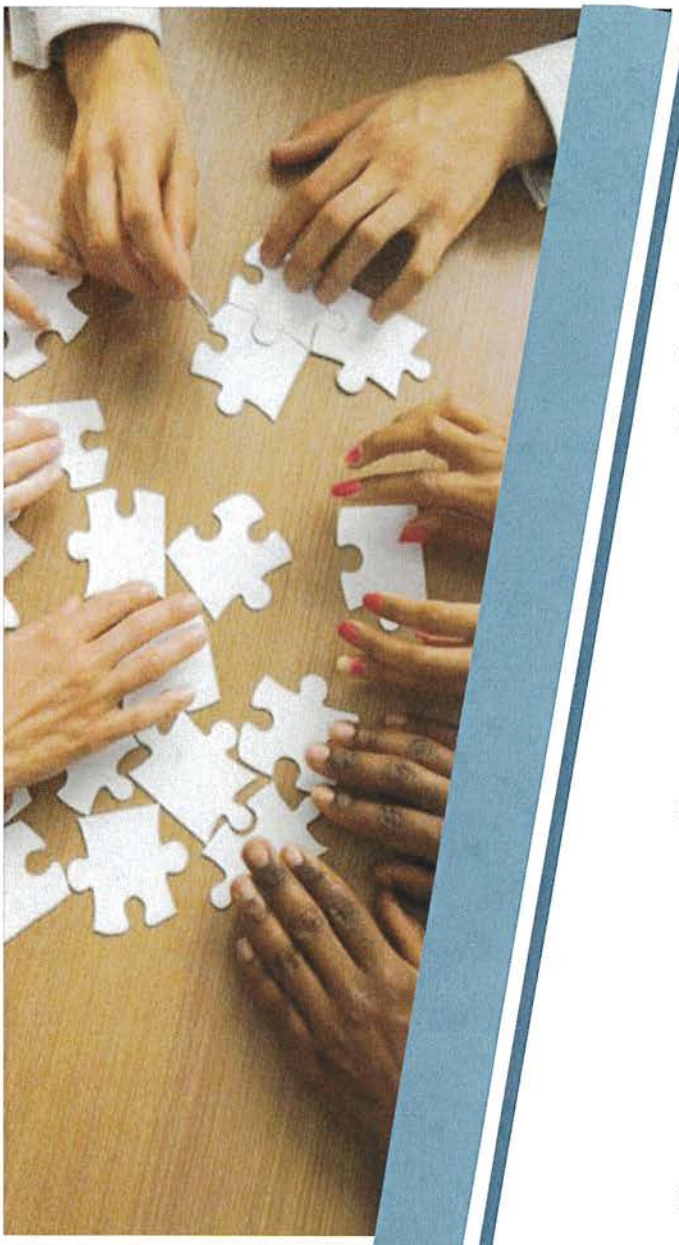


Table of Contents

Executive Summary _____ 3

1. **Vendor Profile** _____ 6

   Statement of Interest & Understanding of Project ___ 6

   Firm Profile / Firm History _____ 6

   Completed Attachment 3 – Reference Form _____ 6

   Completed Attachment 4 – Worksheet Form _____ 6

   Include copies of any required licenses or permits ___ 6

2. **Forms** _____ 7

   Completed Attachment 1 – Submittal Form _____ 7 Proof

   of Sunbiz.org registration _____ 7

   Completed W-9 form _____ 8

   Completed Addenda issued _____ 8

   Proof of insurance _____ 8

3. **Proposed Solution** _____ 9

4. **Subcontractors/ Joint Ventures** _____ 12

5. **Completed Pricing Sheet** _____ 12

   Completed Attachment 2 – Pricing Sheet _____ 12

   Supporting documentation for proposed pricing ___ 12

6. **Financial Stability** _____ 17

7. **Litigation** _____ 17

8. **Other Information** _____ 17

Executive Summary

Founded in 1987, TRISTAR Claims Management Services, Inc. (TRISTAR) is the largest privately-held third-party administrator in the nation. Headquartered in Long Beach, CA, we provide services from branches across the country in major metropolitan areas with nearly 1,000 employees working in offices, virtually from home, integrated hybrid models, or on-site in client facilities. Our staff members provide claims administration services for claims in all 50 states. TRISTAR provides property and casualty, absence management and employee benefit claims administration, and managed care services for hundreds of self-insured and insured organizations generating over $100 million in revenue. Our divisions provide a wide range of integrated or unbundled risk management and insurance services to our customers. TRISTAR's core business focus is providing customized solutions for clients whose needs exceed the capabilities of traditional third-party administrators. With this proposal, we offer the following to Lake County (County):

MISSION STATEMENT. Our mission is to provide the highest quality claims management services to our clients. We are committed to a long-term investment in the continual improvement of our products to ensure the best value for our clients and a strong, secure, and growing organization for our employees, shareholders, and business partners.

OUR VISION. Our vision is to become the country's most respected provider of claims management services.

PROVEN TRANSITION EXPERTISE

Transitions between providers can be the most critical and sensitive periods for any program. Changes in leadership, unfamiliarity with client culture, underlying requirements, duties not specifically defined in the RFP, as well as employee and management disruptions can all derail an otherwise successful program. TRISTAR has never failed to successfully transition a contract and remain an industry leader in change management. As the incumbent, the County can rest assured that TRISTAR's program will continue seamlessly.

STABLE AND COMMITTED RELATIONSHIP

TRISTAR is committed to the County's success. We take a long-term view of our business, and we prioritize client relationships over short-term profits. This is far different from our competitors, who must prioritize quarterly profits amid multiple changes in ownership. Ultimately, TRISTAR is the most stable and ethical partner for the County. Our stable ownership allows us to make long-term investments in our capabilities, strategic partnerships, and clients. We do not have the extreme financial pressures faced by publicly traded or private equity-owned firms and have the latitude to take informed risks and sacrifice short-term gains to deliver lasting value to our customers, resulting in client relationships that span decades.

INNOVATION & TECHNOLOGY

- ***iCAST.*** TRISTAR's commitment to providing state-of-the-art service for our clients includes using the latest in information technology to create a new RMIS for the claims management of our client's programs. iCAST provides unparalleled claims management resources for our claims teams and our clients by supplying pertinent data while maintaining the latest security standards.
- ***TRISTAR Connect (RMIS).*** Our Client Portal, TRISTAR Connect, provides important, relevant information accessible from any internet-connected device through Android and Apple- compatible mobile apps. Our Dashboard provides key information in an easy-to-digest visual format, such as First Notice of Loss reporting lag time, trial and hearing calendars, injury and location trending, litigation trending, and access to all claimant files. It also provides a myriad of standard and customizable report options. The system includes over 80 report templates in critical areas such as Loss Prevention, Loss Triangles, Claim Log, Finance, and many others.

- ***CLARA Analytics.*** TRISTAR has partnered with CLARA to provide superior data analysis services. The leading provider of artificial intelligence (AI), CLARA Analytics provides technology improving claim outcomes to help claims and clients reduce various sources of loss costs incurred in claims by keeping claims on track throughout their life cycle in addition to helping in the management of MSAs.

TRISTAR'S KEY DIFFERENTIATORS

We are committed to continuous improvement in the quality of our services and have a dedicated Quality Assurance Department that ensures adherence to the State and TRISTAR policies and procedures while providing ongoing training to our staff and clients. Additionally, we offer the following:

- An empowered designated **Account Manager,** Kevin Cothron is based in our Lake Mary location.
- Integrated managed care/cost containment programs, including bill review and medical case management, which create efficiencies and close gaps that often exist with unbundled services.
- Capabilities for online claim files, data access, customized reporting, and data transfer. Our in- house Information Technology staff has expertise in successfully transitioning over 400 claims programs and can complete most conversions in less than ten business days.
- Client access to an easy-to-use, web-based, and paperless RMIS system providing claims data and quality report generation, analytics, and stewardship.
- Our professional team's dedication to our core principles is the reason that we achieve:
  - 97% average client audit scores
  - 98% client retention

TRISTAR'S ADDED VALUES

TRISTAR believes in continuous improvement and growing our services for our clients. In the past months, we have added to our "quiver" to help our clients better manage their risk management programs.

- ***SOC 1 (Type II) and SOC 2 (Type II) Audits.*** TRISTAR undergoes annual **SSAE 18 SOC 1** & **SOC 2** audits. THE SOC 1 audit report attests to the suitability of design and the operating effectiveness of internal controls over TRISTAR's claims handling processes. The SOC 2 report attests to the suitability of design and operating effectiveness of internal controls relevant to the security, availability, and confidentiality of TRISTAR's data processing systems. Type II audits describe and evaluate TRISTAR's practices over an extended time, reflecting a commitment to our clients and eliminating the need for our clients to finance audit costs for program oversight. TRISTAR is proud to have achieved a "no exceptions" opinion with both our SOC 1 and 2 audits.
- ***Health Insurance Portability and Accountability Act of 1996 (HIPAA).*** TRISTAR has completed a Security Risk Analysis to ensure and certify that our company is HIPAA compliant under NIST SP800-30 Risk Management Guide program per 45 CFR §164.308(a)(1)(ii)(A) and the OCR Guidance under the HIPAA Security Rule.
- ***Aspen Risk Management.*** Aspen Risk Management Group is a wholly owned subsidiary within the TRISTAR family and, through this division and other resources, can offer a wide spectrum of risk and safety services including loss control, workplace safety, and ergonomics. Throughout the year, Aspen provides free webinars on topics such as Active Shooter Preparation.

- **TRISTAR RITE Values.**

Do the RITE thing

"Just answering questions is not enough; close the loop and address all underlying issues to ensure service excellence."

—Matthew Craig
Sr. VP Regional Manager

Respect

Accept differences, be considerate, and treat everyone with kindness

Integrity

Be guided by a moral and ethical code in our interactions and services

Trust

Earn confidence of our peers by doing what is right

Excellence

Provide our best quality work and services every day

WE AT TRISTAR SINCERELY BELIEVE THAT WE OFFER LAKE COUNTY the best services, the best business model, and the best partnership for the long-term success of its program. Our proposal is fully compliant with the requirements as defined in the RFP, and we look forward to continued conversations regarding your claims program and how we can grow on our successes.

1. Vendor Profile

Statement of Interest & Understanding of Project

As the incumbent, TRISTAR has a complete understanding of what is required by the County and is looking forward to continuing to serve the County. TRISTAR will ensure that your program continues seamlessly and hopes to continue our partnership with the County.

Firm Profile / Firm History

Originally named Topa Risk Services, the company began as an insurance program manager and medical malpractice claims administrator. Workers' compensation claims management services were added to our offerings in 1989. Growth and change followed, and in 1995 the company was renamed TRISTAR Risk Management. As managed care and benefits administration services were also added to our offerings, the organization grew into TRISTAR Insurance Group.

Today TRISTAR remains a privately held corporation. TRISTAR's annual revenue is approximately $100 million, and TRISTAR is the largest independently owned third party property and casualty claims administrator in the US. We focus our operations on four divisions: property and casualty claims management (TRISTAR Claims Management Services), absence/benefits administration (TRISTAR Benefits Administrators), managed care and medical cost containment services (TRISTAR Managed Care), and loss control and risk assessment services (Aspen Risk Management). Each division provides services nationwide, and we have nearly 1000 employees across the country.

TRISTAR has branches across the United States in major metropolitan areas, with staff working in offices, virtually, in hybrid models, or on-site in client facilities, providing claims administration services for claims arising in all 50 states.

Ancillary services, including utilization review, bill review, nurse case management, and nurse triage services, are consolidated in various locations throughout the United States to improve services and lower costs, which can then be passed on to our clients.

Completed Attachment 3 – Reference Form

Completed Attachment 4 – Worksheet Form

Include copies of any required licenses or permits

Please find Attachments 3, 4, and copies of licenses uploaded separately to the portal.

2. Forms

Completed Attachment 1 – Submittal Form

Please see Attachment 1- Submittal Form uploaded separately to the portal.

Proof of Sunbiz.org registration



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Previous On List Next On List Return to List TRISTAR Search

Events Name History

Detail by Entity Name

Foreign Profit Corporation
TRISTAR CLAIMS MANAGEMENT SERVICES, INC.

Filing Information

Document Number	F95000003330
FEI/EIN Number	13-3832689
Date Filed	07/12/1995
State	DE
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	04/23/2021
Event Effective Date	NONE

Principal Address

100 OCEANGATE
SUITE 840
LONG BEACH, CA 90802

Changed: 04/26/2021

Mailing Address

100 OCEANGATE
SUITE 840
LONG BEACH, CA 90802

Changed: 04/26/2021

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET

Completed W-9 form

Please find our W-9 uploaded separately to the portal.

Completed Addenda issued

Please see the completed addenda uploaded separately to the portal.

Proof of insurance

Please find TRISTAR's proof of insurance uploaded separately to the portal.

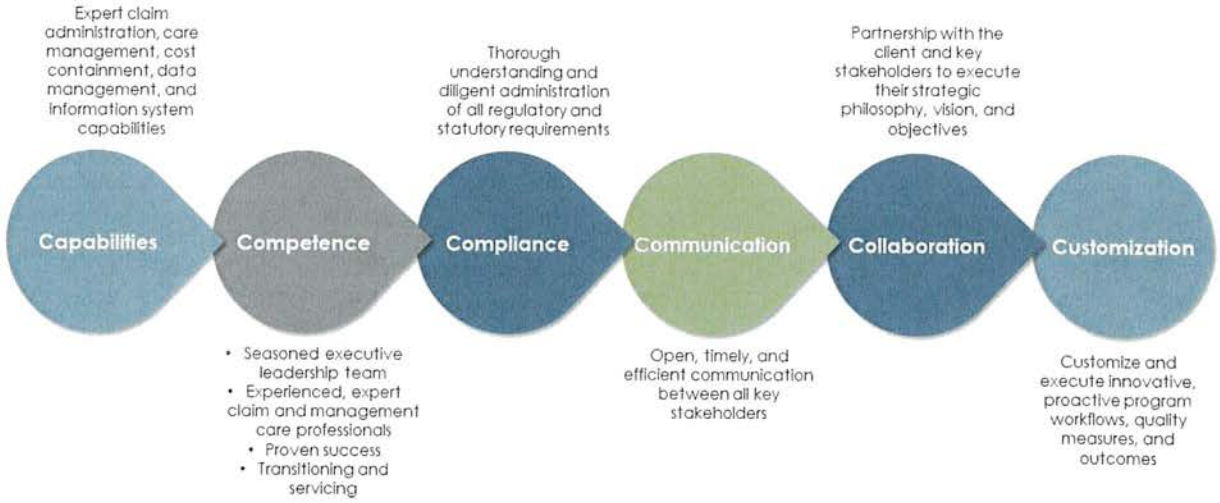
3. Proposed Solution

Provide a concise description of the approach and process to successfully complete the work to be performed including any specific staffing or equipment resources.

TRISTAR will deliver a program that provides flexibility, customization, and a collaboratively designed suite of services to deliver the most efficient and best outcomes for the County. Our goal is to foster a close working relationship with all parties, including providers, defense counsel, ancillary vendors, brokers, and excess carriers. By doing so, each claim receives the benefit of our combined experience, and the most effective methods are used to achieve the best possible outcomes on each claim.

To help ensure the success of the County Program, we will:

- Provide seasoned, technically astute claim adjusters and management staff with extensive claims administration and risk management experience.
- Work collaboratively and professionally with the County, employees, and, if applicable, unions.
- Provide new solutions for the County.
- Uphold efforts to achieve its financial objectives.
- Aggressively manage indemnity and legal expenditures.
- Provide accurate, current risk management data for analyzing risk and making administrative decisions.
- Assist in protecting the tangible and intangible assets of the County through claims management services.
- Mitigate and manage risk by increasing your knowledge, awareness, and control of exposures to loss.



TRISTAR will provide a customized program that will meet the needs of the County. TRISTAR has the depth and breadth of experience to meet a public entity's needs.

BACKGROUND: TRISTAR understands the everyday challenges faced by public entity risk managers. The diverse exposures in the public sector are unlike any in the private sector: from sworn officers to sanitation, parks, and recreation to courts and corrections. Public entities require an expert TPA with the knowledge and experience to aggressively manage claims to the best outcomes while assuring compliance with jurisdiction-specific special legal requirements and protocols.

KNOWLEDGE:

- Public Entities are more than 50% of TRISTAR's business, including city, county, and state agencies, school districts, transit systems, and other special districts.
- TRISTAR's government clients serve nearly 20% of the United States population.
- We understand the complexity of serving public entities, including a diverse workforce, managing claims under various labor agreements, presumptions for illness and conditions, and governmental immunity.
- We know how to work with multiple departments and stakeholders, like unions, in-house attorneys, councils, and boards.

SOLUTIONS:

- We customize each unit based on our client's unique needs and risk philosophy.
- We offer 24/7 first notice, nurse triage, and case management services to service all shifts and departments effectively.
- We provide 24/7 access to experienced, on-scene inspectors and investigators.
- We offer customized, managed care programs to control costs and facilitate return to work.
- We offer robust information tools to capture and report on claims activity and trends.

We offer a comprehensive safety training video library including more than 750 videos, with many videos helpful to various industries and departments, such as blood-borne pathogens in first aid environments, backing accident prevention for waste trucks, working safely with heavy equipment, dealing with the media in emergency situations, work zone traffic control safety, and more.

TRISTAR receives approximately 58,000 new liability, property, and workers' compensation claims per year. TRISTAR has over 60,000 pending inventory at any point in time, of which about 12,000 are auto, property, general, and professional liability type claims. Our book of business includes carriers, self-insureds, several state-agency guarantee funds, and estates. The graph to the right indicates the percentage of our property and liability business, excluding workers' compensation.

TRISTAR monthly queries and quarterly reporting to Centers for Medicare & Medicaid Services include submitting over 126,000 bodily injury type claims annually to CMS for over 95% of our customers.

EXPERIENCE AND KNOWLEDGE:

- We are experienced in managing claims administration policies and procedures and best practices guidelines; we have been managing casualty and liability claims since 1987.
- Public Entities are more than 50% of TRISTAR's business, including city, county, and state agencies; school districts; ambulance companies; libraries; parks and recreation departments; transit systems; and other special districts.
- We understand the complexity of serving public entities, including managing claims under various auto statutes, governmental immunity, labor agreements, diverse workforces, presumptions for illness and conditions, and more.
- TRISTAR understands the diverse challenges faced by risk managers with various lines of coverage and claim types, including bodily injury, building, business interruption, collision, commercial auto, comprehensive, construction defect, contents, contract-related, contractual liability, crime/vandalism, discrimination, employment practices, environmental pollution, fire, and water liability, hired and non-owned auto, inland marine, law enforcement, personal injury, premises liability, professional liability, property, public officials spirit vendor expense, subrogation, theft/property, towing/rental car, UM/UIM, wrongful acts and more. TRISTAR has the tools and experience to address each claim to the best outcome.

- We know how to work with multiple departments and stakeholders, such as unions, in-house attorneys, city councils, attorney general offices, and governing and regulatory boards.
- We **customize** each unit based on our client's unique needs and risk philosophy.

We believe flexibility, customization, and a collaboratively designed program will transform our clients' risks into the best outcomes for all. We offer the County the strength and dependability of a national TPA, with a local adjusting team providing specialized knowledge and the personal touch of a boutique provider.

TRISTAR proposes a team approach to account management for the County, including an Account Manager, an Executive Sponsor, and the claims handling staff.

ACCOUNT MANAGER. The Account Manager will help implement and oversee the program's transition and facilitate and coordinate program objectives. The Account Manager is responsible, accountable, and empowered to address and resolve any issue, request, or concern that may arise on behalf of the County. We recognize the County has dynamic and comprehensive customer claim handling guidelines and requirements, and our Client Services Unit will help ensure we meet all deliverables.

The Account Manager has decision-making authority that allows for an efficient, timely, and effective response to client questions, concerns, and/or recommendations. In addition, responsibilities include monitoring contractual and service procedure obligations, attending claim reviews, preparing annual stewardship reports, and advocating the County's interests in meeting defined goals and objectives. The Account Manager will be the County's advocate within TRISTAR, ensuring that the service team understands their needs and goals, monitors TRISTAR's results, and proactively makes recommendations for service improvement. Account Managers are enabled to help make service changes and are accountable for the County's overall service and satisfaction.

EXECUTIVE SPONSOR. The next element of our team approach is the Executive Sponsor. We propose assigning an Executive Sponsor to the County program. The Executive Sponsor will provide direct, formal access to TRISTAR's Executive Management team. The Executive Sponsor will contact the County regularly to ascertain the County's view of our performance. In addition, the Executive Sponsor will meet with the County quarterly to formally review progress and establish plans for future program development activity and will be available to the County as needed for the duration of our service program.

The County Claims Team

TRISTAR will provide the County with a streamlined and efficient staffing model. We assign or recruit/hire personnel readily available to administer the County's claims. All dedicated claim personnel will have industry-related capabilities and a designated backup with the appropriate jurisdictional experience and licenses. If necessary, branches across the United States can provide adjusting services for employees out of state. TRISTAR proposes managing the County's workers' compensation and liability claims through our Lake Mary location.

The TRISTAR management team assigned to the County has significant insurance and claims management experience and is committed to establishing a long-term relationship with the County. Our operations include an internal recruiting department to attract new talent and qualified personnel as our business grows or as the need arises to replace an employee.

Our associates are required to maintain pertinent and required licenses and/or industry credentials. We hire and recruit highly skilled professionals with appropriate experience and expertise in their field. Additionally, TRISTAR has nearly 1,000 associates and has the resources to provide supervisory and adjusting services, as necessary, during a replacement transition period or prolonged absence.

PROPOSED CLAIM TEAM:

- ***Matt Craig,*** Senior Vice President/Executive Sponsor
- ***Kevin Cothron,*** Account Manager
- ***Jimmy Dyer***, Director, Client Solutions
- ***Janet Greer***, Workers' Compensation Claims Supervisor
- ***Sheila Gowen***, Senior Workers' Compensation Examiner
- ***Karen Klein*** Liability Claims Supervisor
- ***Diana Taylor***, Senior Liability Claims Adjuster

4. Subcontractors/ Joint Ventures

List of proposed subcontractors or joint venture arrangements that may be used on the project.

TRISTAR will not be utilizing subcontractors.

5. Completed Pricing Sheet

Completed Attachment 2 – Pricing Sheet

Please find our completed Attachment 2 uploaded separately to the portal.

Supporting documentation for proposed pricing

At TRISTAR, we believe that you should have a clear understanding of the price we charge for our services. We are straightforward regarding our methodology, open to discussion relative to our assumptions and cost estimates, and receptive to any alternatives you would like us to consider. Since our experience has proven that improper focus on administrative costs does not achieve the goal of properly managing total claim disposal costs, we will work with you to strike a proper balance between controlling administrative expenses and providing the appropriate level of resources to realize the best economic outcomes on your claims. We have utilized the desired service specifications to develop our price offerings. Should a material difference be discovered in the historical data and other information provided by you or your representative that we relied on to provide this proposal, TRISTAR reserves the right to make fee adjustments as necessary. For all fee arrangements quoted, our claim service fees do not include services defined as Allocated Loss Adjustment Expense, whether employees of TRISTAR or others perform such services. Please read further for the full definition.

CLAIMS SERVICE FEES include:

- Complete and thorough ***desk*** investigation of all claims reported, including recorded statements where necessary, in accordance with TRISTAR's Best Practices and any special service agreements made with the County
- Evaluation of liability and damages to establish appropriate reserves
- Reserve Advisories at County-designated levels
- Notification/reporting to the County in accordance with our service agreements
- Adjustment and payment of compensable claims

- Litigation Planning and Management
- Employment of anti-fraud measures, including assignment and direction of investigators to reduce the possibility of payment of non-compensable claims (services of special investigators not included)
- Maintenance of a record of all investigation, payment, and adjustment activities within TRISTAR's claims system and files
- Pre-Settlement Advisories
- Structured Settlement Management (cost of structures not included)
- Large Loss Notices/Email Alerts
- Claim Acknowledgements
- Closing Notices
- Status Reports – Initial at 30 days/90 days thereafter until closure, or as otherwise agreed
- Conference calls with legal counsel and other ancillary providers as necessary or requested

ANNUAL ACCOUNT ADMINISTRATION includes:

- Account Management
- Implementation Planning and Management
- DCSD-Specific Claims Handling Instructions
- Account Set-Up
- Quality Assurance Management and Review
- Bank Account Management and Reconciliation (TRISTAR Accounts Only)
- Customer Meetings
- Carrier Audits
- Annual Stewardship Meeting/Report and Analytical Review
- 1099 Form preparation
- Reporting for brokers, actuaries, consultants, and excess carriers
- Client Education Programs
- Development of Policies and Procedures

RISK MANAGEMENT INFORMATION SYSTEMS ACCESS Includes:

- **5** TRISTAR Connect User IDs (additional IDs available for $750/year)
- Customer Hierarchy and Organizational Structure maintenance
- System Access to Losses, Financials, and Reserves
- Adjuster and Supervisory Notes Access
- Report Templates
- Scheduled Reports
- OSHA Logs, if desired
- State Annual and Periodic Reporting as required
- Periodic Cost Containment Reports
- Claim System Training, Help Desk Access, and Customer Service Unit Support

Claim service fees quoted presume the use of TRISTAR Managed Care services in accordance with the rates outlined on the Preferred Provider Specialty Services page.

PREFERRED PROVIDER SPECIALTY SERVICES IN 2023. Fees listed are for Preferred Provider Specialty Services. These fees are paid as Allocated Loss Adjustment Expenses or, where required by state law, as loss.

MANAGED CARE	
Service	**Fee**
Medical Bill Review	
Provider/Ancillary Bill Review	$1.95 per line (no minimum)
Hospital Bill Review (in and outpatient)	12% of savings
Clinical Nurse Review	28% of savings
Implantable Device Review	27% of savings
PPO/Pharmacy/DME	28% of Savings (all savings are post fee schedule or U&C)
Specialty Bill/Out of Network Review	28% of Savings (all savings are post fee schedule or U&C)
e-billing	$2 per bill
Duplicate Bills Duplicate Line Items Monthly Savings Reporting	No Charge
Utilization Review	
Pre-clinical review	$28 per pre-clinical review. Fee waived if case proceeds to utilization review
Pre-Certification (In- or Out-Patient and medications)	$140 per pre-certification
Concurrent Review (Review during hospitalization or outpatient treatment, as treatment progresses to ensure duration and type of treatment meet appropriate guidelines)	$125 per hour
Peer Review	
Level 1 (Includes review of medical records and communication of decision in writing to all parties)	$250 flat rate for peer review of episodes of care identified on medical bill review.
Level 2 (Includes review of medical records, discussion with treating physician and communication of decision in writing to all parties)	$295 flat rate when assigned by a nurse case manager following case manager file review, or receipt of a referral by adjuster for review.
Enhanced Intake and Nurse Triage - Optional	
Enhanced Telephonic First Notice (Operator service by medical assistants. Injured employee and/or supervisor calls to report claims, assistance with PPO direction, questions, and referrals. Optional integration with nurse triage services.)	$28 per intake call (waived if call moves to triage)
Telephonic Nurse Triage (Nurse aids injured worker in self-treatment or sets up an appointment with appropriate provider utilizing medical triage guidelines/follow up calls)	$125 per intake call (includes wallet cards for all employees)
Nurse Case Management	
Telephonic Case Management	$95 per hour
Field Case Management	$105 per hour* plus Mileage at IRS mileage rate
Catastrophic Case Management (High level of RN interaction with immediate response to significant injury, e.g., severe head injury, severe burns, gunshot. Available 24/7)	$175 per hour plus mileage

MANAGED CARE	
Pharmacy	
Clinician Intervention: Complex Pharmacy Management, Weaning Protocols (Weaning available when opioids have been prescribed for 60+ days with no evidence that physician will end treatment pattern.)	$125 per hour
Physician Intervention: Complex Pharmacy Management. (Utilized in instances of numerous drug interactions of opioids, hypnotics, and anti-depressants, requiring a physician-to-physician review of treatment pattern and weaning options. Follow up calls made by a nurse case manager.)	$125 per hour nursing intervention plus pass-through of actual physician fees
Drug Testing: Full, Quantitative Testing (Candidates may be referred or identified by TMC based on risk factors such as claim age, high medication use, safety risk, injury type, etc.)	$425 per test with report summary
Drug Testing Interpretation and Outreach: Complex Pharmacy Management, Weaning (Pharmacist to review and interpret drug testing results. Findings would be communicated to the adjuster and/or provider, where permitted, with the goals of ensuring patient safety and reducing fraud, waste, and abuse.)	$125 per hour
Pharmacist Medication Review: 1-2 medications with full record review and recommendations 3-6 medications with full record review and recommendations 7 or more medications with full record review/recommendations	 $450 flat rate $675 flat rate $900 flat rate
Liability Medical Cost Containment	
Liability Medical Review	$30 per bill
RN Liability Medical Review	$125 per hour

Other Services	
Service	**Fee**
Call Center Claim Reporting: Fax or Internet	$15 per report
Central Index Bureau/OFAC/CSE/SS	$29.95 per report
MMSEA Reporting	$12 per claim
Subrogation/Recovery/Restitution	20% of all fees recovered
OHSA Reports	$5,000 per year
MSA Cost Projection	$2,300 flat rate
Social Security Verification	Included in the MSA fee
Initial Medicare Conditional Payment Inquiry	Included in the MSA fee
CMS Submission of MSA (including re-review requests) and Basic Self Administration Help Service (includes CMS manual with 12 instances of telephone/email help requests in first year following funding of MSA).	Included in the MSA fee
MSA Revisions	Within 6 months: revisions included Beyond 6 months: $500 per revision
Review and negotiation of demand letters (Conditional Payment Notices (CPN)/Conditional Payment Letters (CPL)/ Demands.	$450 flat fee

MANAGED CARE	
Initiate letter process with Medicare contractor if no conditional payment letters have been received.	$225 flat rate
Research, obtain, negotiate and assist in resolving Medicaid, Veterans Administration, and Medicare Advantage Plan liens and recovery requests.	$450 flat fee
Mileage	IRS allowance rate

ALLOCATED LOSS ADJUSTMENT EXPENSES includes any fee or expense which is chargeable or attributable to the investigation, coverage analysis, adjustment, negotiation, settlement, defense, or general handling of any Claim or action related thereto, or to the protection and/or perfection of the Customer and/or Carrier's right of subrogation, contribution or indemnification, all as reasonably determined by TRISTAR. Allocated Loss Adjustment Expense(s) may be incurred for services provided by TRISTAR, its affiliates and subsidiaries, or third parties and include, but are not limited to:

- Attorney's fees and disbursements incurred in connection with the determination of coverage and/or the adjustment, defense, negotiation, or settlement of any Claim; attorney's fees incurred for representation at depositions, hearings, pretrial conferences, and/or trials;
- Fees and expenses incurred for: handling any Alternative Dispute Resolution (ADR) proceeding; legal actions, including trials or appeals; pursuing any declaratory judgment action, including deposition fees; cost of appeal bonds; court reporter or stenographic services, filing fees, and other court costs, fees and expenses; transcript or printing services and all discovery expenses; service of process; witnesses' testimony, opinions, or attendance at hearings or trial;
- Fees and expenses for attendance at or participation in ADR proceedings, hearings, trials, or other proceedings by TRISTAR personnel or its subcontractors;
- Statutory fines or penalties; pre- and post-judgment interest paid as a result of litigation, unless regulatory or reporting requirements define such interest as loss or indemnity payments;
- Subcontractors' fees and travel expenses, including independent adjusters, automobile and property appraisers, to the extent that same are incurred in the adjustment, negotiation, settlement, or defense of any Claim;
- Fees and expenses incurred in conjunction with the telephonic, web, or other electronic methods of reporting Claims;
- Experts' fees and expenses including reconstruction experts, engineers, photographers, accountants, economists, metallurgists, cartographers, architects, hand-writing experts, physicians, appraisers, and other natural and physical science experts, plus the fees and expenses associated with preparation of expert reports, depositions, and testimony;
- Fees and expenses for surveillance, undercover operative and detective services or any other investigations;
- Fees and expenses for medical examinations or autopsies, including diagnostic services and related transportation services, durable medical equipment, and medical reports and rehabilitation evaluations, unless regulatory or reporting requirements define such fees and expenses as loss or indemnity payments;
- Fees and expenses for any public records, medical records, credit bureau reports, index bureau reports, and other like reports;
- Fees and expenses incurred where TRISTAR determines it is reasonable to pursue the rights of contribution, indemnification, or subrogation of the Customer, including attorney and collection agency fees and/or expenses;

- Medical or vocational rehabilitation fees and expenses, and all other medical cost containment services, including, but not limited to, utilization review and management, pre-audit admission authorization, hospital bill audit or adjudication, provider bill audit or adjudication, and medical case management, if applicable, unless regulatory or reporting requirements define such expenses as loss or indemnity payments; and
- Extraordinary travel and related fees and expenses incurred by TRISTAR at the express request of Customer, which are not otherwise payable under this Agreement.

6. Financial Stability

Provide a financial stability statement indicating the firm has the necessary resources (human and financial) to provide the services at the level required by the County. The County reserves the right to request a financial statement, a certified audit, or a third party prepared financial statement. The County reserves the right to use a third-party company to verify financial information provided. Provide similar information for a subcontractor or joint venture arrangement.

TRISTAR is a privately-held corporation that was founded in 1987. It continues under the leadership of our founder Thomas Veale with the support of a strong executive team averaging 30+ years of experience in the industry and 20 years at TRISTAR. Since its founding, TRISTAR has steadily worked to grow its presence in the industry by expanding the services offered and the acquisition of smaller TPAs to increase its footprint across the country. Today TRISTAR is the largest privately-held third- party administrator in the country, with nearly 1,000 talented team members and $100 million in revenues.

7. Litigation

Information on the nature and outcome of litigation and proceedings for the previous three (3) years where the firm has been involved in any matter related to professional activities.

From time to time, TRISTAR is involved in arbitration or litigation, which has arisen in the normal course and conduct of its business. These cases are almost always third-party actions brought by claimants against the principal (insurance carrier or business entity) and sometimes naming TRISTAR as a party related to specific claims under the policies or self-insured programs. These claims are usually not material and are most often resolved without the need for TRISTAR to become involved in litigation. There is no ongoing arbitration or litigation that would affect our ability to provide services for the County. If any additional information is required, please contact us for clarification.

8. Other Information

Work examples: Annual Organizational Injury Analysis, Training Topics Available, Billing Example, Example Employee Correspondence for new injury, Documentation on process for post-injury medications, After Hours Contact process.

Provide a list of available safety classes

TRISTAR offers an online streaming safety video library, which may be made available to the County at no additional cost. Topics cover a wide variety of subjects for the County, including office ergonomics, harassment, blood-borne pathogens, back safety, drug-free workplaces, discrimination prevention, emergency preparedness (active shooter/workplace violence), etc. Key features include:

- 24/7 availability via internet access

- Topic-based organization – lets client users find videos quickly
- Robust site search – can search by title, product number, product name, etc.
- Additional material, such as certificates of completion and quizzes available on many videos
- Completely mobile compatible – all videos and all devices
- Over 750 titles with more than 365 also available in Spanish
- Closed captioning for all videos
- Constantly updated - new videos added as released

Provide Plan for Transition of accounts:

As the incumbent, TRISTAR will not be transitioning a program. As the County is familiar with, TRISTAR is efficient and timely in transitioning a claims administration program. Our successful partnership began with a thorough knowledge and understanding of the County's goals and objectives, aligning those goals with ongoing service requirements and resources, and the continuous assessment, analysis, and improvement of program deliverables and initiatives.

Quality Assurance

TRISTAR recognizes the vital importance of quality in both the service provided to our clients and our technical claims product. Our robust Quality Assurance program helps assure consistent, high-quality service in compliance with applicable statutes, rules, and regulations. TRISTAR's quality control measures include but are not limited to, a series of national programs to ensure that we are consistently adhering to those practices and procedures established to move files to appropriate closure.

TRISTAR takes a multi-faceted approach to Quality Control to ensure that we consistently adhere to practices and procedures established to move files to appropriate closure. There are three formal audits conducted annually for each claims operation unit to ensure compliance with TRISTAR policies and procedures as well as client and State and Federal handling requirements. TRISTAR can conduct additional audits if requested by a manager or client. Auditors select claims randomly based on a pre-determined percentage of claims by claim type. Audits include comprehensive check data points, including claim file setup and correspondence, file administration, investigation, coding, reserves, indemnity benefits, medical payments, subrogation/recoveries, litigation management, excess carrier reporting, claims management, and supervisor and manager involvement. TRISTAR also brings in external auditors to ensure that our practices, policies, and standards are at the highest levels and are compliant with SSAE and HIPAA, as well as all state and local statutes. The national audit program includes the following:

- A claims audit is performed by our quality assurance department to ensure compliance with current law, TRISTAR claims administration guidelines, move files to closure, return injured workers to productive work, and adhere to client service instructions.
- A financial audit performed by TRISTAR's financial auditors for review of payments, accounting, reserving, and other financial controls.
- SSAE 18 SOC 1 (Type II)/SOC 2 (Type II) performance audits performed by JLK Rosenberger, CPAs. To protect the accuracy of claims data provided to our clients as well as the safety of the data TRISTAR holds on behalf of its clients, TRISTAR annually obtains both a SOC 1 (Type II) and a SOC 2 (Type II) audit report. The SOC 1 report attests to the suitability of the design and operating effectiveness of TRISTAR's controls over the claims administration process. The SOC 2 report attests to the suitability of controls at a service organization relevant to data security, availability, and confidentiality. TYPE II audits describe and evaluate TRISTAR's practices over an extended time (typically 3-12 months.) The two reports, including

unqualified opinions, are issued in the fourth quarter of the year by JLK Rosenberger, CPAs, after extensive audits. Our SSAE 18 SOC 1 (Type II)/SOC 2 (Type II) audit is available upon request with a signed confidentiality agreement. TRISTAR will review audits performed by our internal quality assurance department upon request.

The auditors track performance by claim unit and report the information to TRISTAR's Branch Manager, Vice President of Client Services and Claims Operations, Vice President/Regional Manager, and President. Branch managers are expected to achieve 85% or above. If there is a noticeable trend or consistent error with the adjuster, the manager or supervisor utilizes the information for immediate training and correction.

CLAIMS SERVICES SUMMARY. To ensure that claims examiners can focus appropriately on the management and resolution of each claim file, TRISTAR supports our examiners by offering appropriate caseloads, clerical staff for non-technical administrative duties, and oversight by experienced supervisors. The latter does not carry a personal caseload. Our Best Practices are based upon proven claim management practices that deliver consistent, top-quality results. Within our claim system, automated diaries and system requirements help ensure that examiners and supervisors manage/oversee claims in compliance with our Best Practices and any applicable Client Handling Instructions.

SUPERVISORY OVERSIGHT AND REVIEW. TRISTAR supervisors do not carry a caseload, allowing them to concentrate on their primary function, providing oversight and mentoring the examiners to ensure the best resolution of all claims. Files are reviewed by supervisors on both a random and a systematic basis.

Supervisors are required to review all new indemnity claims within ten business days of TRISTAR's receipt of the claim. This is to verify all pertinent issues have been identified and addressed, appropriate compensability determination was made, reserves are appropriately set, diaries are in place, benefits have been accurately calculated and paid, benefit notices are complete, and a thorough action plan is documented in the file.

Supervisors review all indemnity claims at 90 days and complete a thorough review of the file. A subsequent supervisor diary is mandatory on active indemnity claims every 180 days or more frequently; the diary must be appropriately set for the specific claim.

The supervisor reviews all claims where reserves, payments, or settlement authority exceeds that of the claims examiner, and proper documentation of the review is entered into the notepad.

SYSTEMATIC AUDIT. TRISTAR conducts multiple audits throughout the year. There is an internal audit of each branch annually to evaluate the performance of each examiner and supervisor. Critical areas are audited, such as diary review, plan of action, investigation, supervisor involvement, and excess review. An audit report is published and distributed to management and senior management. Branch managers complete action plans for any score below 85%. In addition, quarterly audits are conducted to review our performance on 3-point contact, initial supervisor reviews, and 90-day supervisor reviews.

SELF AUDIT. The claims examiners perform self-audits on their files. Utilizing the Closure Checklist, this self-audit addresses items such as processing appropriate forms, correct calculation of payments, and any unpaid or disputed medical bills or liens.

TECHNICAL AUTHORITY LEVELS. TRISTAR has programmed the claims administration system to provide technical authority levels based on job title, experience, and client requirements in the areas of reserving, claim delay or denial, benefit payment, and change. Our system also includes edits that provide for supervisory and management review of files, payments, and legal documents on an ongoing basis at critical times throughout the life of a claim. Documentation of their involvement is required in the computerized claim file notes.

USE OF "COMMITTEE" SYSTEM. TRISTAR uses a committee-style claims administration when establishing the initial plan of action and reserve analysis on catastrophic claims. The committee will consist of the adjuster, supervisor, branch manager, and client (where appropriate). TRISTAR uses committees for "roundtable" discussions and the development of action plans for potentially fraudulent claims and claims training exercises.

LEGAL DOCUMENT CONTROL. A supervisor reviews all legal mail. The adjuster and supervisor document all future court dates in our computer system and monitor awards, assuring prompt payment.

CLIENT PROCEDURAL COMPLIANCE. TRISTAR completes a new client implementation form for every account, which includes client-specific requirements. Where appropriate, Client Instructions are automated via diary and system requirements. Compliance with Client-Specific Handling Instructions is reviewed during Supervisor Diaries and audited as part of our QA Audit Program.

INCENTIVE FOR QUALITY ASSURANCE EXCELLENCE. The TRISTAR President's Award for Claims Handling Excellence is awarded annually as an incentive for examiners and supervisors to achieve outstanding audit results: examiners must score 95% or higher, and supervisors must have an individual audit score of 95% or higher, and their units must earn an overall score of 90% or higher. Team members who achieve these metrics earn a monetary prize, a plaque, and recognition in our internal newsletter.

Client Training Programs

TRISTAR believes the most effective training for our clients is tailored to their specific needs and audience. For example, we can provide a wide array of training, from a very detailed description of the workers' compensation system to a general overview of what workers' compensation is and how the system works. We teach the level of detail based on our audience: department/division heads, supervisors, or employees. Topics that we are often requested to present are accident investigation, how and when to report an injury, an overview of the workers' compensation system, benefits of returning employees to modified duty, what an employer can do to impact the cost of a claim, how is a claim reserved and other areas of interest. We can also present topics regarding new legislation and changes in rules, procedures, and statutes.

REGULATORY, STATUTORY, LEGAL UPDATES. TRISTAR's Quality Assurance Department is responsible for ensuring that our employees and clients stay current on workers' compensation statutes, rules, and regulations, including legal requirements and trends in case management. We offer regular ongoing training to ensure that all employees remain abreast of new trends and updates impacting national and local workers' compensation landscapes. We provide our clients with periodic updates on legislative changes, regulatory changes, pending cases, and case decisions that significantly impact their workers' compensation programs. These updates range from formal announcements to all TRISTAR clients concerning the broad application of these changes to informal discussions between the claims staff and risk management staff pertaining to a specific claim.

PROCEDURAL MANUALS. TRISTAR's Quality Assurance Departments maintain and regularly update our Best Practices and Procedures Manual. All employees are trained in the manual's requirements and have access to it at all times. In addition, during the implementation process. TRISTAR will develop a client-specific handling guideline document outlining the County's specific requirements, policies, and procedures. TRISTAR will provide our Best Practices Manual and the County's Claim Handling Guidelines to the County.

TECHNICAL ASSISTANCE. TRISTAR will schedule systems training sessions for the County users through our Client Services and/or Help Desk team during the client transition period. Additional training can be provided upon request throughout the course of our engagement. Ongoing, the County's assigned claim and client services team may assist with custom report production and troubleshoot common questions. In addition, TRISTAR has an in-house, US-based service desk, which is available to our clients.

COMPOSITE EXHIBIT C

ATTACHMENT 1 – SUBMITTAL FORM 23-524

The undersigned hereby declares that: TRISTAR Claims Management Services, Inc. has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **THIRD PARTY ADMINISTRATOR FOR WORKERS COMPENSATION, EMPLOYER LIABILITY, PROPERTY AND LIABILITY** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

Contractor shall email County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT

9.1. N/A

10.0 RECIPROCAL VENDOR PREFERENCE

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

A. Primary business location of the responding Vendor: 100 Oceangate Long Beach, CA 90802
B. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: YES If "yes" is checked, provide supporting detail: 1540 International Parkway, Suite 200, Lake Mary, FL 32746

11.0 GENERAL VENDOR INFORMATION

Firm Name: TRISTAR Claims Management Services, Inc.

Street Address: 100 Oceangate Suite 840

City: Long Beach State and ZIP Code: CA, 90802

Mailing Address (if different): Click or tap here to enter text.

Telephone: 562-495-6600 Fax: Click or tap here to enter text.

Federal Identification Number / TIN: 13-3832689

DUNS Number: 92-951-0410

12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Thomas J. Veale*

Date: 4/10/2023

Print Name: Thomas J. Veale

Title: President

Primary E-mail Address: jimmy.dyer@tristargroup.net

Secondary E-mail Address: tristar.marketing@tristargroup.net

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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TRISTAR Claims Management Services, Inc.

OFFICE LOCATION – CURRENT LOCATION IN THE STATE OF FLORIDA

STREET NUMBER	STREET NAME	STATE	ZIP CODE	YEARS AT LOCATION
1540	International Parkway Suite 2000	FL	32746	10 years.

PERSONNEL TO ADMINISTER SERVICES PROPOSED

	Name	Location	Years with Company in current role	Current Workload (number of current clients)
Account Service Rep.	Kevin Cothron	Florida	4	2
Implementation Manager	Jimmy Dyer	Texas	20	12
Other				

ADMINISTRATIVE SERVICES	Confirm	Deviation
1. Confirm the ability to transition all existing W/C claims from current provider to meet the October 1, 2023, deadline. This plan must ensure all needed medical services must be provided to those currently on W/C and the provision of any other service needed to meet	yes	
2. Confirm Firm will administer workers' compensation benefits in accordance with established practice parameters and protocols of treatment as provided for in Chapter 440, Florida Statutes.	yes	
3. Confirm initial contact with new claimants and the establishment of a claims file will occur within twenty-four (24) hours of receipt of the Employers' First Report of Injury or Illness for the County. Claim files will be available for review by the County at any time during the TPA's regular business hours.	yes	
4. Confirm treatment programs for injured employees will be monitored to ensure they receive proper care and to avoid over treatment situations.	yes	
5. Confirm Firm will meet state law regarding utilization review guidelines and standards.	yes	
6. Confirm Firm will establish claim reserves and provide a continual review and update of reserves to reflect changes during the life of all claims.	yes	
7. Confirm Firm will complete needed AWW, 13-week salary computations, Medicare set-aside projections and other W/C indemnity payments.	yes	
8. Confirm Firm will provide on-going training to County employees as needed/requested to explain Division of Workers' Compensation (DWC) benefit notices and other required letters, forms, reports or procedures.	yes	
9. Acknowledge all County HR staff inquiries will be acknowledged within same workday, and/or when necessary, provide an update on forecasted issue resolution timeframes.		latest is next business day
10. Confirm all penalties incurred because of failure of Firm to comply with statutory laws and/or administrative regulations shall be the sole responsibility and paid by Firm.	yes	
11. Confirm Firm will maintain accurate and timely loss runs in a format and system acceptable to the County and/or required by law.	yes	
12. Acknowledge County will select defense and subrogation counsel for each case. County has an awarded contract with outside counsel / this service is outside the scope.	yes	
13. Firm is responsible for proceeding against responsible persons, agencies, and/or agents in subrogation actions to recover losses suffered by the County due to employee injuries.	yes	
14. Acknowledge County reserves the right to approve, disapprove or select any and all service providers including medical case managers, rehabilitation counselors, primary medical treatment inpatient and out-patient facilities, physicians, specialists, chiropractors, legal	yes	

15. Confirm Firm will assume liability for services rendered in regard to claims processing, timely payment, indemnity calculations and any other service provided by Firm to the County or to an individual claimant.		Firm will assume liability to the County for the Fim's breach of the service
16. Confirm Firm will recommend special, outside investigations for questionable claims with the coordination and assistance of the County.	yes	
17. Confirm Firm will provide immediate and advance notice and explanation to the County of any claim for workers' compensation benefits that is contested and may be denied by the TPA.	yes	
18. Acknowledge the County and/or excess insurer reserve the right to, at any time, inspect, copy, or audit the files, including the right to conduct an independent claims audit paid for by the County, excess insurer, and/or State Managed Care Program.	yes	request 30 day notice to gather files
19. Confirm Firm will provide viewing and reporting access to the TPA's online claims tracking system.	yes	
20. Acknowledge all claims' files remain the property of the County and will not be disposed of without the County's prior authorization.	yes	
21. Confirm that all files that meet closing criteria will be closed in a timely manner.	yes	
22. Confirm that a representative from Firm will Attend Workers' Compensation Appeals Board hearings, status conferences and trials along with depositions, conferences with legal defense counsel, and meetings with County staff as required.	yes	
23. Confirm that Firm will provide all forms, posters, and pamphlets as required by Chapter 440, Florida Statutes, that are necessary for the processing of claim and benefit information at the TPA's own expense.	yes	
24. Acknowledge that Firm will prepare the Public Entities Self-Insured Annual Report, and any additional reports required by Federal or State law (e.g., OSHA 300 Log).	yes	
25. Acknowledge that Firm will prepare DFS-F2-SI-17 Statistical Reports for submission to State of Florida.	Yes	
26. Acknowledge that Firm will coordinate with and report all claims meeting the County's excess insurance carrier's reporting criteria as established by the excess insurance carrier immediately upon determination that criteria is met.	yes	
27. Demonstrate knowledge of an Early Return to Work Program.	yes	
28. Acknowledge Firm has staff that can provide onsite education programs for employees on selected safety topics.	yes	
29. Acknowledge Firm can provide access and assignment of nurse advocates to cases after approval by County.	yes	
30. Acknowledge Firm will provide a biannual analysis with benchmarks and strategies for enhanced medical service/facility cost savings resulting from your Preferred Provider Network or other services.	yes	
31. Confirm Firm regularly employs strategies for cost savings due to TPA operation or contracted bill review activities.	yes	
32. Acknowledged Firm (when appropriate) will prepare and discuss strategies for medical cost control on litigated claims with the County before allowing defense counsel to select a	yes	
33. Acknowledge adjusters will closely monitor litigation efforts and communicate regularly with County and their selected counsel. County must authorize all depositions and	yes	
34. Acknowledge that prior to any settlement conference, hearing or trial, the claims administrator and defense counsel will provide a written analysis of the case, including options and recommendations for settlement. All permanent disability ratings must include the rating formula and dollar amount.	yes	
35. Confirm Firm will establish controls and procedures to manage and contain claim defense costs. How will this be done?	yes	
MEMBER SERVICES AND STAFFING	**Confirm**	**Deviation**
36. Confirm Firm will assure that all customer service and claims staff are trained in the specific technical issues of the County's account.	yes	
37. Confirm Firm will be able to maintain appropriate staffing levels to serve participants in the respective programs.	yes	

38. Confirm W/C claimants will have year-round access to toll free customer service. This customer service function must be available at the Firm's expense.	yes	
39. Confirm the telephonic customer service function will be available (at a minimum) from 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday.	yes	
40. Confirm Firm will have a telephone system and staff capacity adequate to respond to covered persons within 24 hours.	yes	
41. Confirm Firm will record, maintain, and share with County any information regarding service-related or other complaints reported by covered employees.	yes	
ACCOUNT MANAGEMENT SERVICES	**Confirm**	**Deviation**
42. Confirm Firm will provide a dedicated account manager who will be a single point of contact, is able to make decisions, or report to a person who can make decisions, concerning process changes, as required, to oversee this account.	yes	
43. Confirm Firm will notify the County of any changes in account management or contact persons immediately.	yes	
44. Confirm that the account manager will maintain an up-to-date understanding and knowledge of the County's account.	yes	
45. Confirm Firm will provide an annual account management performance survey to be completed by the County.	yes	
46. Confirm Firm will meet bi-annually to review account performance and individual claimant statuses for all files that meet a mutually agreed up minimum threshold of $25,000.00 in medical and or indemnity payments. Reports should also include accident analysis by County department. Please provide report examples in Tab 8 – Other Information of the RFP.		biannual stewardship
COMMUNICATION AND MARKETING SERVICES	**Confirm**	**Deviation**
47. Confirm Firm, upon approval from the County, will be responsible for coordinating communication and marketing activities related to Services.	yes	
48. Confirm Firm will be responsible for all costs of producing, printing, and mailing/distributing adequate quantities of marketing and administrative supplies as designated by the County. The format and content of all materials used for the County account shall be	yes	
49. Confirm Firm can provide electronic communications, upon approval by the County, directly to claimants as appropriate.	yes	
50. Confirm Firm will allow the County to review and approve any informational materials provided to participants.	yes	
IMPLEMENTATION SERVICES	**Confirm**	**Deviation**
51. Confirm Firm will designate an implementation team of experienced staff to work with the County and/or it's consultants to effectively implement the program on schedule.	yes	
52. Confirm Firm will outline required timelines for October 1, 2023 implementation.	yes	
53. Identify any and all County resources need for implementation.	yes	

REQUESTED INFORMATION	RESPONSE
54. Describe the process and timeline for handling new W/C claims.	TRISTAR offers multiple reporting options, including data exchange, email, facsimile, online forms, and a call center for telephonic reporting and/or telephonic nurse triage services. Reporting services are available 24/7, with emergency escalation protocols available
55. Describe the process and timeline for handling denied claims appeals.	TRISTAR returns denied claims to the provider with an explanation of the reason for denial. TRISTAR also returns duplicate bills to the provider. TRISTAR does not charge for full or partial duplicates.
56. Describe the notification/Communication process for W/C participants throughout their claim cycle.	Same-day contact with all parties involved in the loss, including plaintiff's counsel, Same-day contact with employee, employer and a doctor to determine compensability and injury, Regular aggressive follow-up with contacts throughout the life of the file

57. Describe policy on when nurse advocates are used on claims.	Nurse case managers are used as needed based on the protocols agreed to by the County.
58. Describe information included in account review meetings. How often are these typically held? Perferred to meet in January and July.	Formally review claims meeting the County's thresholds (incurred value, injury/incident type, litigated, etc.) or as specifically requested, including: Monthly service indicator trends, Service issues/concerns, Service enhancement opportunities, State rule and regulation updates, Service Procedure revisions as needed,
59. Provide a list of available safety classes – either here as a list or in Tab 8 – Other Information of this RFP.	Please see Tab 8 for information.
60. Provide Plan for Transition of accounts. This can be provided under Tab 8 – Other Information of this RFP.	Please see Tab 8 for information.
61. What type of investigative services are available through your firm?	TRISTAR's responsibility to our clients is to determine if claims made by their employees for obtaining benefits are compensable under relevant jurisdictional statutes regardless of the type of claim. The process for determining whether a claim is compensable is to conduct a thorough investigation with regard to whether the claimed injury arose out of/or in the course of employment (AOE/COE).

ADDENDUM NO. 1 **23-524**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Third Party Administrator for Workers Comp, Employer Liability, Property and Liability 03/16/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Will the County provide Loss runs for each line of business and provide the number of claims reported each line per year?

R1. This information for the current Third-Party Administrator upon request.

Q2. May we have a copy of the current contract?

R.2 The current contract can be viewed on our website at the following link. Please note, this contract only includes the Workers Compensation and Employer Liability:

18-0016.pdf (lakecountyfl.gov)

Q3. Is the Sheriff, Police Department or Fire Rescue part of your program?

R3. The Sheriff and Police Departments are not a part of the program. Fire Rescue and EMS are a part of the program.

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: TRISTAR Claims Management Services, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Thomas J. Veale*

Date: 4/11/2023

Print Name: Thomas J. Veale

Title: President

Primary E-mail Address: tristarmarketing@tristargroup.net

Secondary E-mail Address: Click or tap here to enter text.

ADDENDUM NO. 2 **23-524**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Third Party Administrator for Workers Comp, Employer Liability And Property and Liability 03/21/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q4. Are you able to provide a detailed loss run reflecting open and closed claims for all lines of coverage?

R4. Yes, the County can provide a loss run report upon request.

Q5. How many users currently access the RMIS system?

R5. Not Applicable.

Q6. Are you able to provide the date and time for the solicitation opening?

R6. See document 23-524 Third Party Administrator for Workers Compensation, Employer Liability, Property and Liability.

Q7. Can companies from outside the United State apply for this?

R7. See Exhibit A – Scope of Work, Item 1 – Background Information, Section 1.1

Q8. Do we need to come over there for meetings?

R8. See response to Q7.

Q9. Can we perform the tasks (related to the RFP) outside the United States?

R9. No. See response to Q7.

Q10. Can a proposal be submitted via email?

R10. No. All proposals must be submitted via the County portal as outlined in RFP document 23-524, Section 6.0, Item B.

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: TRISTAR Claims Management Services, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Thomas J. Veale*

Date: 4/11/2023

Print Name: Thomas J. Veale

Title: President

Primary E-mail Address: tristarmarketing@tristargroup.net

Secondary E-mail Address: Click or tap here to enter text.

ADDENDUM NO. 3 **23-524**

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Third Party Administrator for Workers Comp
And Employer Liability, Property & Liability 04/07/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES CHANGE THE DATE FOR RECEIPT OF PROPOSALS. THE NEW DATE FOR RECEIPT OF PROPOSALS IS APRIL 20, 2023.

ADDITIONAL INFORMATION

NOTE: Due date has been extended to allow time for questions and requests submitted to be answered and provided.

ACKNOWLEDGEMENT

Firm Name: TRISTAR Claims Management Services, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Thomas J. Veale*

Date: 4/13/2023

Print Name: Thomas J. Veale

Title: President

Primary E-mail Address: tristarmarketing@tristargroup.net

Secondary E-mail Address: Click or tap here to enter text.

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICTATION: Third Party Administrator for Workers Comp
And Employer Liability, Property & Liability 04/10/2023

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q11. Does the County presently have a legal team that they work with regarding claims or does the "successor" of the solicitation have to have their own legal team regarding claims? If so, why the change? If not, can we or should we be looking forward to working with the present lawyers regarding claims?

R11. The County does have their own outside legal counsel for Liability and a separate one for Workers Compensation which the County will continue to use in the future no matter the Third-Party Administrator.

Q12. Is the County open to responses from vendors providing only billing review, nurse case management, and partnering with the County's TPA or will the program be awarded to one vendor?

R12 There will only be one (1) awarded vendor.

Q13. Can the County share the current open and anticipated claim volume?

R13. The County only provides new claims from 10/1/2021 to present, reflecting a volume of 1.5 years.

New Claims Run Report Information for 10/1/2021 to Present:

Workers' Compensation Claims: 1/1/2022 to 12/31/2022 were 182, includes "Report Only." Total Open Claims for this period is 21.

Property & Liability Claims: 1/1/2022 to 12/31/2022 were 242 (includes in house handled claims and "Report Only") Total claims for this period turned into the TPA were 8, and of those 8, 7 are still open.

ADDITIONAL INFORMATION

ACKNOWLEDGEMENT

Firm Name: TRISTAR Claims Management Services, Inc.

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Thomas J. Veale*

Date: 4/13/2023

Print Name: Thomas J. Veale

Title: President

Primary E-mail Address: tristarmarketing@tristargroup.net

Secondary E-mail Address: Click or tap here to enter text.

TRISTAR Claims Management Services, Inc.

SAVE AND SUBMIT AS AN EXCEL FILE

Proposed fees to include any fees (by including additional pricing sheets) related to implementation, transitioning from existing provider, or any other fees that will be billed for any service. It is understood quoted fees will be for the duration of

Alterations to locked cells may result in disqualification of submission.

(NEW) WORKERS' COMPENSATION CLAIMS		
Workers' Compensation Claims	**Fee per Claim**	**Explanation (if required)**
Record Only	**$ 30.00**	**Per claim. Life of Contract**
Medical Only	**$ 155.00**	**Per claim. Life of Contract**
Indemnity	**$ 892.00**	**Per claim. Life of Contract**
Transition from Medical to Indemnity	$ 700.00	Life of Contract
(OPEN) WORKERS' COMPENSATION CLAIMS		
Medical Only	No Charge	
Indemnity	No Charge	
(NEW) GENERAL LIABILITY CLAIM		
Employer's Liability Claims	**Fee per Claim**	**Explanation (if required)**
Bodily Injury	**$ 805.00**	**Per suffix**
Personal Injury	**$ 805.00**	**Per suffix**
Property Damage	**$ 464.00**	**Per suffix**
Medical Payment	$ 318.00	
(OPEN) GENERAL LIABILITY CLAIM		
Bodily Injury	No Charge	
Personal Injury	No Charge	
Property Damage	No Charge	
(NEW) AUTOMOBILE LIABILITY CLAIM		
Bodily Injury/Property Damage	**$ 870.00**	**Per suffix**
Physical Damage	**$ 318.00**	
(OPEN) AUTOMOBILE LIABILITY CLAIM		
Bodily Injury/Property Damage	No Charge	
Physical Damage	No Charge	
(NEW) PUBLIC OFFICIAL LIABILITY CLAIM		
Public Official Liability	**$ 805.00**	
Employment Practice Liability	**$ 805.00**	
(OPEN) PUBLIC OFFICIAL LIABILITY CLAIM		
Public Official Liability	No Charge	
Employment Practice Liability	No Charge	
(NEW) PROFESSIONAL LIABILITY CLAIM		
Professional Liability	**$ 805.00**	
(OPEN) PROFESSIONAL LIABILITY CLAIM		
Professional Liability	No Charge	
(NEW) PROPERTY CLAIM		
Buildings	**$ 642.00**	**Per suffix**
Personal Property	**$ 642.00**	**Per suffix**
(OPEN) PROPERTY CLAIM		
Buildings	No Charge	
Personal Property	No Charge	

Other Services	Fee per Claim	Explanation (if required)
Systems - Interface & Reporting	**$175**	**Per hour, if programming required**
Standard Reports		**Standard reports included in fees**
Loss Control Services - Expenses (if required)	**$179**	**Per hour. Large projects would be**
Rehabilitation Services - Expenses (if required)	At cost	
Conversion fee for data or transfer of claim files from the previous third party administrator.	**No Charge**	
Medical Bill Fee Scheduling (Option A)	$1.95 per line	Please see our proposal for pricing details
Medical Bill Fee Scheduling (Option B)		Please see our proposal for pricing details
Telephonic Nurse Case Management	$95	Per hour. Large projects would be negotiated
On-Site training charges - to include fees for: facilitation, travel, per diem, materials, etc.	$90	Per hour plus expenses, if any.
Performance Guarantees	**Target**	**Penalty**
1. Implementation timeline completed by 10/1/2023	**October 1, 2023**	**One-half of one percent of total annual fee**
2. Monthly Billing and Reports	**7th Day of Month**	**One percent (1%) of Monthly billing**
3. Customer Service a.Average Speed of Answer b.Abandonment Rate c.Response to participant inquiry d.Resolution of participant inquiry	**Option available through 24/7 call center**	**TRISTAR will reimburse the County for our failure to comply with statutory laws or admin regulations**
4. Notification Timelines As specified by the County to include •Initial Contact with employee •Claims set-up/Notification •HR staff inquiries turnaround •HR staff notification of denied claims	One (1) business day for set up, notification, and turnaround time.	One percent (1%) of Monthly billing
5. Provide Account Management Reports - Monthly	7th of Month	One percent (1%) of monthly billing.
6. Incurred penalties for failure to comply with statutory laws or admin regulations.	Throughout service period.	TRISTAR will reimburse the County for our failure to comply with statutory laws or admin

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

Lake County will not accept nor authorize payment for travel time or expenses of service personnel to any of Lake County's facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

EXHIBIT E

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and shall be effective as of the date that the last party executes this Agreement, by and between Lake County, Florida, a political subdivision of the State of Florida, by and through its Board of County Commissioners (collectively referred to as "Covered Entity"), and TRISTAR Claims Management Services, Inc., a foreign profit corporation authorized to conduct business in the State of Florida, its successors and assigns ("Business Associate") in order to comply with the Privacy Rule, Security Rule, and HITECH Act, as defined below, as well as the American Recovery and Reinvestment Act of 2009 ("ARRA"). The parties mutually agree as follows:

1. Definitions. Terms used, but not otherwise defined in this Agreement, will have the same meaning as those terms in the Privacy Rule, Security Rule, and HITECH Act.

a. **Agent.** "Agent" will have the meaning as determined in accordance with the federal common law of agency.

b. **Breach.** "Breach" will have the same meaning as the term "breach" in 45 CFR §164.402.

c. **Data Aggregation.** "Data Aggregation" will have the same meaning as the term "data aggregation" in 45 CFR §164.501.

d. **Designated Record Set.** "Designated Record Set" will have the same meaning as the term "designated record set" in 45 CFR §164.501.

e. **Disclosure.** "Disclosure" and "Disclose" will have the same meaning as the term "Disclosure" in 45 CFR §160.103.

f. **Electronic Media.** "Electronic Media" will have the same meaning as the term "Electronic Media" in 45 CFR §160.103.

g. **Electronic Protected Health Information (ePHI).** "ePHI" will have the same meaning as Electronic Protected Health Information (ePHI) in 45 CFR §160.103.

h. **Electronic Health Record.** "Electronic Health Record" will have the same meaning as the term in Section 13400 of the HITECH Act and as set forth in this Agreement.

i. **Health Care Operations.** "Health Care Operations" will have the same meaning as the term "health care operations" in 45 CFR §164.501.

j. **HIPAA Rules.** "HIPAA Rules" will mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

k. **HITECH Act.** "HITECH Act" will mean The Health Information Technology for Economic and Clinical Health Act, part of the American Recovery and Reinvestment Act of 2009

("ARRA" or "Stimulus Package"), specifically DIVISION A: TITLE XIII Subtitle D - Privacy, and its corresponding regulations as enacted under the authority of the Act.

l. **Individual**. "Individual" will have the same meaning as the term "individual" in 45 CFR §160.103 and will include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).

m. **Minimum Necessary**. "Minimum Necessary" will mean the Privacy Rule Standards found at 45 CFR §164.502(b) and 45 CFR §164.514(d)(1).

n. **Notice of Privacy Practices**. "Notice of Privacy Practices" shall have the same meaning as those terms in the HIPAA Rules.

o. **Privacy Rule**. "Privacy Rule" will mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as interpreted under applicable regulations and guidance of general application published by HHS, including all amendments thereto for which compliance is required, as amended by the HITECH Act, ARRA, and the HIPAA Rules.

p. **PHI**. "PHI" will have the same meaning as the term "protected health information" in 45 CFR §160.103, limited to the information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

q. **Required By Law**. "Required By Law" will have the same meaning as the term "required by law" in 45 CFR §164.103.

r. **Secretary**. "Secretary" will mean the Secretary of the Department of Health and Human Services or his or her designee.

s. **Security Incident**. "Security Incident" will have the same meaning as the term "Security Incident" in in 45 CFR §164.304.

t. **Security Rule**. "Security Rule" will mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and C.

u. **Subcontractor**. "Subcontractor" will mean a person or entity "that creates, receives, maintains, or transmits protected health information on behalf of a business associate" and who is now considered a business associate, as the latter term is defined in in in 45 CFR §160.103.

v. **Subject Matter.** "Subject Matter" will mean compliance with the HIPAA Rules and with the HITECH Act.

w. **Unsecured Protected Health Information.** "Unsecured Protected Health Information" will have the same meaning as the term "unsecured protected health information" in 45 CFR §164.402.

x. **Use.** "Use" will have the same meaning as the term "Use" in 45 CFR §164.103.

2. Obligations and Activities of Business Associate.

a. Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this Agreement in connection with the functions, activities, and services that Business Associate performs for Covered Entity or as Required By Law. The functions, activities, and services that Business Associate performs for Covered Entity are defined in Lake County Contract #23-524, which this Business Agreement is made part of.

b. Business Associate agrees to use appropriate safeguards to prevent the Use or Disclosure of PHI other than as provided for by this Agreement or that would otherwise cause a breach of Unsecured PHI. Business Associate further agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any electronic PHI (ePH), as provided for in the Security Rule and as mandated by Section 13401 of the HITECH Act and comply with Subpart C of 45 CFR Part 164.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement. Business Associate further agrees to report to Covered Entity any Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware, and in a manner as prescribed in this Agreement.

d. Business Associate agrees to report to Covered Entity any Security Incident, including all data Breaches or compromises, whether internal or external, related to PHI, whether the PHI is secured or unsecured, of which Business Associate becomes aware.

e. If the Breach, as discussed in paragraph 2(d), pertains to Unsecured PHI, then Business Associate agrees to report any such data Breach to Covered Entity within ten (10) business days of discovery of the Breach; all other compromises, or attempted compromises, of PHI must be reported to Covered Entity within twenty (20) business days of discovery. Business Associate further agrees, consistent with Section 13402 of the HITECH Act, to provide Covered Entity with information necessary for Covered Entity to meet the requirements of the HITECH Act, and in a manner and format to be specified by Covered Entity. Business Associate's notification of a Breach of Unsecured PHI shall comply in all respects with each applicable provision of Section 13400 of Subtitle D (Privacy) of ARRA, the HIPAA Rules, and related guidance issued by the Secretary or the delegate of the Secretary from time to time.

f. If Business Associate is an Agent of Covered Entity, then Business Associate agrees that any Breach of Unsecured PHI will be reported to Covered Entity ***immediately*** after the Business Associate becomes aware of the Breach, and under no circumstances later than one (1) business day after the Breach. Business Associate further agrees that any compromise, or attempted compromise, of PHI, other than a Breach of Unsecured PHI as specified in 2(e) of this Agreement, must be reported to Covered Entity within ten (10) business days of discovering the compromise, or attempted compromise.

g. In the event of Business Associate's user or disclosure of Unsecured PHI in violation of HIPAA, the HITECH Act, or ARRA, Business Associate bears the burden of demonstrating that notice, as required by Sections 2(d)-(f) was made, including evidence

demonstrating the necessity of any delay, or that the use or disclosure did not constitute a Breach of Unsecured PHI.

h. Business Associate agrees, in accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, to ensure that any Subcontractor, to whom Business Associate provides PHI, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate further agrees that restrictions and conditions analogous to those contained in this Agreement will be imposed on the Subcontractors via a written agreement that complies with all the requirements specified in §164.504(e)(2), and that Business Associate may only provide the Subcontractors PHI consistent with Section 13405(b) of the HITECH Act. Further, Business Associate agrees to provide copies of the written agreements to Covered Entity within ten (10) business days of a Covered Entity's request for the written agreements.

i. Business Associate agrees to provide access, at the request of Covered Entity and during normal business hours, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet Covered Entity's requirements under 45 CFR §164.524, provided that Covered Entity delivers to Business Associate a written notice at least three (3) business days in advance of requesting such access. Business Associate further agrees, in the case where Business Associate controls access to PHI in an Electronic Health Record, or controls access to PHI stored electronically in any format, to provide similar access in order for Covered Entity to meet its requirements under the HIPAA Rules and under Section 13405(c) of the HITECH Act. These provisions do not apply if Business Associate and its employees or Subcontractors have no PHI in a Designated Record Set of Covered Entity.

j. Business Associate agrees to make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR §164.526, at the request of Covered Entity or an Individual. This provision does not apply if Business Associate and its employees or Subcontractors have no PHI from a Designated Record Set of Covered Entity.

k. Unless otherwise protected or prohibited from discovery or disclosure by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures (collectively "Compliance Information"), relating to the Use or Disclosure of PHI and the protection of PHI, available to the Covered Entity or to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules and the HITECH Act. Business Associate further agrees, at the request of Covered Entity, to provide Covered Entity with demonstrable evidence that its Compliance Information ensures Business Associate's compliance with this Agreement over time. Business Associate will have a reasonable time within which to comply with requests for such access or demonstrable evidence, consistent with this Agreement. In no case may access, or demonstrable evidence, be required in less than five (5) business days after Business Associate's receipt of such request, unless otherwise designated by the Secretary.

l. Business Associate agrees to maintain necessary and sufficient documentation of Disclosures of PHI as would be required for Covered Entity to respond to a request by an Individual for an accounting of such Disclosures, in accordance with 45 CFR §164.528.

m. On request of Covered Entity, Business Associate agrees to provide to Covered Entity documentation made in accordance with this Agreement to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI, including ePHI and Electronic Health Records, in accordance with 45 C.F.R. §164.528 and related guidance issued by the Secretary from time to time. Business Associate shall provide the documentation in a manner and format to be specified by Covered Entity. Business Associate will have a reasonable time within which to comply with such a request from Covered Entity and in no case may Business Associate be required to provide such documentation in less than three (3) business days after Business Associate's receipt of such request.

n. Except as provided for in this Agreement, in the event Business Associate receives an access, amendment, accounting of disclosure, or other similar request directly from an Individual, Business Associate shall redirect the Individual to the Covered Entity.

o. To the extent that Business Associate carries out one or more of Covered Entity's obligations under the HIPAA Rules, the Business Associate must comply with all requirements of the HIPAA Rules that would be applicable to the Covered Entity.

p. Business Associate must honor all restrictions consistent with 45 C.F.R. §164.522 that the Covered Entity or the Individual makes the Business Associate aware of, including the Individual's right to restrict certain disclosures of PHI to a health plan where the individual pays out of pocket in full for the healthcare item or service, in accordance with Section 13405(a) of the HITECH Act.

q. Business Associate agrees to comply with the "Prohibition on Sale of Electronic Health Records or Protected Health Information," as provided in Section 13405(d) of Subtitle D (Privacy) of ARRA, and the "Conditions on Certain Contacts as Part of Health Care Operations," as provided in Section 13406 of Subtitle D (Privacy) of ARRA and related guidance issued by the Secretary from time to time.

r. Business Associate acknowledges that, effective on the Effective Date of this BAA, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this BAA and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

3. Permitted Uses and Disclosures by Business Associate.

a. Except as otherwise limited by this Agreement, Business Associate may make any Uses and Disclosures of PHI necessary to perform its services to Covered Entity and otherwise meet its obligations under this Agreement, if such Use or Disclosure would not violate the Privacy Rule, Security Rule, or the privacy provisions of the HITECH Act, if done by Covered Entity. All other Uses or Disclosures by Business Associate not authorized by this Agreement, or by specific instruction of Covered Entity, are prohibited.

b. Except as otherwise limited in this Agreement, Business Associate may Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement, Business Associate may Disclose PHI for the proper management and administration of the Business Associate, provided that Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and used, or further Disclosed, only as Required By Law, or for the purpose for which it was Disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement, Business Associate may Use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR §164.504(e)(2)(i)(B). Business Associate agrees that such Data Aggregation services will be provided to Covered Entity only when such Data Aggregation services pertain to Health Care Operations. Business Associate further agrees that such services will not be provided in a manner that would result in Disclosure of PHI to another covered entity who was not the originator or lawful possessor of such PHI. Further, Business Associate agrees that any such wrongful Disclosure of PHI is a direct violation of this Agreement and must be reported to Covered Entity ***immediately*** after the Business Associate becomes aware of such Disclosure and, under no circumstances, later than three (3) business days after the Disclosure.

e. Business Associate may Use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).

f. Business Associate will make Uses, Disclosures, and requests for PHI consistent with the Minimum Necessary principle as Required by Law.

4. Obligations and Activities of Covered Entity.

a. Covered Entity shall notify Business Associate of the provisions and any limitations in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such provisions and limitations may affect Business Associate's Use or Disclosure of PHI.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that the changes or revocation may affect Business Associate's use or disclosure of PHI.

c. Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, and also notify Business Associate regarding restrictions that must be honored under section 13405(a) of the HITECH Act, to the extent that such restrictions may affect Business Associate's Use or Disclosure of PHI.

d. Covered Entity shall notify Business Associate of any modifications to accounting disclosures of PHI under 45 CFR §164.528, made applicable under Section 13405(c) of the HITECH Act, to the extent that such restrictions may affect Business Associate's Use or Disclosure of PHI.

e. Covered Entity shall not require Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by the Covered Entity.

5. Compliance with Security Rule.

a. Business Associate shall comply with the HIPAA Security Rule, which shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Subparts A and C of Part 164, as amended by ARRA and the HITECH Act. The term **"Electronic Health Record"** or **"EHR"** as used in this BAA shall mean an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

b. In accordance with the Security Rule, Business Associate agrees to:

1. Implement the administrative safeguards set forth at 45 C.F.R. § 164.308, the physical safeguards set forth at 45 C.F.R. § 164.310, the technical safeguards set forth at 45 C.F.R. § 164.312, and the policies and procedures set forth at 45 C.F.R. § 164.316, to reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the Security Rule. Business Associate acknowledges that, effective on the Effective Date of this BAA, (a) the foregoing safeguards, policies, and procedures requirements shall apply to Business Associate in the same manner that such requirements apply to Covered Entity, and (b) Business Associate shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended from time to time, for failure to comply with the safeguards, policies, and procedures requirements and any guidance issued by the Secretary from time to time with respect to such requirements;

2. Require that any agent, including a Subcontractor, to whom it provides such PHI agrees to implement reasonable and appropriate safeguards to protect the PHI; and

3. Report to the Covered Entity any Security Incident of which it becomes aware.

6. Term and Termination.

a. Term. Any and all previous business associate agreements entered into by the parties will be terminated on the same date this Agreement is executed. The term of this Agreement will take effect on the date that the last party executes this Agreement and will continue in effect unless either party terminates this Agreement or the underlying services agreement entered into by the parties is terminated.

b. Termination for Cause by Covered Entity. Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall give Business Associate written notice of such breach and provide reasonable opportunity for Business Associate to cure the breach or end the violation. Covered Entity may terminate this Agreement, and Business Associate agrees to such termination, if Business Associate has breached a material term of this Agreement and does not cure the breach or cure is not possible.

c. Termination for Cause by Business Associate. Upon Business Associate's knowledge of a material breach of this Agreement by Covered Entity, Business Associate shall give Covered Entity written notice of such breach and provide reasonable opportunity for Covered Entity to cure the breach or end the violation. Business Associate may terminate this Agreement, and Covered Entity agrees to such termination, if Covered Entity has breached a material term of this Agreement and does not cure the breach or cure is not possible.

d. Effect of Termination.

1. Except as provided in paragraph (2) of this section, upon termination of this Agreement for any reason, Business Associate shall **return all** PHI received from, or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of Subcontractors of Business Associate. Business Associate shall not retain any copies of the PHI.

2. In the event that Business Associate determines that returning the PHI is infeasible, Business Associate shall provide to Covered Entity, within ten (10) business days, notification of the conditions that make return infeasible. Upon such determination, Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return infeasible, for so long as Business Associate maintains such PHI.

6. Indemnification. Business Associate will indemnify and hold harmless Covered Entity and any Covered Entity affiliate, officer, director, employee or agent in accordance with and to the fullest extent permitted by applicable law, including from and against any claim, cause of action, liability, damage, cost, or expense, including attorney's fees and court or proceeding costs, arising out of or in connection with any Breach by the Business Associate or any of its subcontractors or persons under Business Associate's control, or any violation of this Agreement by Business Associate or any of its subcontractors or persons under Business Associate's control.

7. Miscellaneous.

a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule, Security Rule, or HITECH Act means the section as in effect or as amended from time to time.

b. Amendment. This Agreement may be modified only by a signed written agreement between Covered Entity and Business Associate. Further, the Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the Privacy Rule, Security

Rule, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), and the HITECH Act, and its corresponding regulations.

c. Survival. All representations, covenants, and agreements in or under this Agreement or any other documents executed in connection with the transactions contemplated by this Agreement, will survive the execution, delivery, and performance of this Agreement and such other documents. The respective rights and obligations of Business Associate under Section 5(d) of this Agreement will survive the termination or expiration of this Agreement.

d. Interpretation. Any ambiguity in this Agreement will be resolved to permit Covered Entity and Business Associate to comply with the Privacy Rule, Security Rule, the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191), and the HITECH Act, and its corresponding regulations.

e. Severability. If any provision or provisions of this Agreement are determined by a court of competent jurisdiction to be unlawful, void, or unenforceable, this Agreement will not be unlawful, void or unenforceable, but will continue in effect and be enforced as though such provision or provisions were omitted.

f. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one original Agreement. Facsimile or electronically authenticated signatures will be accepted and enforceable in lieu of original signatures.

g. Entire Agreement. This Agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between Covered Entity and Business Associate regarding this Subject Matter. It contains the entire Agreement between the parties. All other agreements entered into between Covered Entity and Business Associate, not related to this Subject Matter, remain in full force and effect.

h. Governing Law. This Agreement and the rights of the parties will be governed by and construed in accordance with Federal law as it pertains to the Subject Matter and will be governed by and construed in accordance with the laws of the State of Florida as it pertains to contract formation and interpretation, without giving effect to its conflict of laws.

i. This Agreement will be binding on the successors and assigns of the Business Associate, however, this Agreement may not be assigned, in whole or in part, without the written consent of the other party. Any attempted assignment in violation of this provision shall be null and void.

IN WITNESS WHEREOF, Business Associate and Covered Entity execute this Agreement on the respective dates under each signature.

BUSINESS ASSOCIATE

TRISTAR Claims Management Services, Inc.

Thomas J Veale
Thomas J Veale (Nov 27, 2023 15:22 EST)

Thomas J. Veale, President

This 27th day of November, 2023.

Approved as to form and legality

COVERED ENTITY

ATTEST:

LAKE COUNTY, FLORIDA

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Kirby Smith, Chairman

This 28th day of December, 2023.

Approved as to form and legality:

12/21/23

Melanie Marsh
County Attorney

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-217- Approve a piggyback agreement with GT Supplies, Inc., for the repair and maintenance of Solid Waste and Recycling equipment for commercial customers containers with an annual expenditure not to exceed $250,000, utilizing City of West Palm Beach Contract ITB 22-23-111MK.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-217.

Explanation of Request: Term: September 13, 2024 - April 19, 2026

On May 07, 2019, the City Commission approved to Award Bid # 027-2515-19/MFD to GT Supplies, for Front Load Containers and Roll Off Repairs.

The bid expired on May 07, 2024, hence the Public Works Department is requesting approval to piggyback the City of West Palm Beach Contract ITB 22-23-111MK.

The ability to administer repairs in a timely manner on the City's containers is critical to providing high-quality service to sanitation customers.

The initial term of the Agreement between City of West Palm Beach and GT Supplies, Inc. was three (3) years with two (2) additional one-year renewal options, commencing on April 19, 2023.

How will this affect city programs or services? To provide repairs to dumpster and roll off containers to ensure their availability and use for the City's customers.

Fiscal Impact: This is a budgeted item.

Attachments:
R24-217 Agenda_Item_2037-2023_Resolution_for_GT_Supplies_piggyback (1).docx
Exhibit A to Resolution - GT Supplies Piggyback Agreement.pdf
Exhibit A to Agmt - City of West Palm Beach - GT Supplies - Master Agreement - ITB 22-23-111.pdf
Intent to Award - City of West Palm Beach - GT Supplies.pdf
Agenda Item May 07, 2019.pdf

RESOLUTION NO. R24-217

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH GT SUPPLIES, INC., FOR DUMPSTER AND CONTAINER REPAIR AND MAINTENANCE SERVICES IN AN ANNUAL AMOUNT NOT TO EXCEED $250,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City of West Palm Beach issued an Invitation to Bid (ITB) No. 22-23-111MK for Dumpster/Container Repair and Maintenance Services, and on March 9, 2023, awarded a three (3) year contract, Master Services Agreement for Dumpster/Container Repair and Maintenance Services, Contract No. 27492.001 (the "West Palm Beach Agreement") to GT Supplies, Inc., (Vendor), commencing April 19, 2023, with two (2) additional one-year renewal options; and

WHEREAS, the City desires to repair and maintain dumpster and containers based on the West Palm Beach Agreement, and may obtain other products and services upon amendment to this Agreement; 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 acquire services to repair and maintain dumpsters and containers, the City's Solid Waste Department is requesting the City enter into a Piggyback Agreement with the Vendor; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the West Palm Beach 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 approve a Piggyback Agreement with GT Supplies, Inc., for Dumpster and Container Repair and Maintenance Services in an annual amount not to exceed $250,000.

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 a Piggyback Agreement between GT Supplies, Inc., and the City for Dumpster and Container Repair and Maintenance Services in an annual amount not to exceed $250,000 (the "Piggyback 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 Piggyback Agreement. The Mayor is further authorized to execute any ancillary documents required under the Piggyback Agreement or necessary to accomplish the purposes of the Piggyback Agreement and this Resolution.

SECTION 4. One fully-executed original of the Piggyback Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully-executed Piggyback Agreement shall be provided to Ydelsi Rodriguez to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

[signatures on following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND GT SUPPLIES, INC.

This Piggyback Agreement is made as of this 20TH day of August, 2024, by and between GT Supplies, Inc., with a principal address of 7010 Barbour Road, Riviera Beach, FL 33407, 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, the City of West Palm Beach competitively procured Dumpster/Container Repair and Maintenance Services and, on March 9, 2023, awarded a three (3) year contract, Master Agreement No. 27492.001, Dumpster/Container Repair and Maintenance Services. No. 27492.001 (the "Master Agreement"), commencing April 19, 2023, with two (2) additional one-year renewal options; and

WHEREAS, the City desires to repair and maintain dumpster and containers based on Master Agreement, and may obtain other products and services upon amendment to this Agreement; 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 acquire services to repair and maintain dumpsters and containers, the City's Solid Waste Department is requesting the City enter into a Piggyback Agreement with the Vendor; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A.;"

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 into this Agreement.

2. **TERM:** The term of this Agreement commences on September 13, 2024, and will remain in effect until April 19, 2026, with (2) two (1) one-year renewal options ("Term"). The City Manager is authorized to execute amendments renewing the Agreement on behalf of the City. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor agrees to provide products and services to the City on the same terms and in the same manner as set forth in the Master Agreement, a copy of which is attached hereto as Exhibit A, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master 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 "City of West Palm Beach" are hereby replaced with the "City of Boynton Beach." The City shall compensate Vendor pursuant to the rates set forth in the Master Agreement for the products and services in an annual amount not to exceed $250,000.00. City may order additional products and services pursuant to the Master Agreement upon a duly executed amendment to this Agreement.

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

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance
Attn: Accounts Payable
100 E Boynton Beach Blvd
Boynton Beach, FL 33435.

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:** 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 exclusively 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's 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 Master 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. **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.

20. **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.

21. **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 Vendor 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.

22. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for 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.

23. **ENTIRE AGREEMENT.** The Agreement, including the Master 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.

24. **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.

25. **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 first written above.

CITY OF BOYNTON BEACH, FLORIDA

Ty Penserga, Mayor

VENDOR NAME

(Signature), Company

TODD RAESCH

Print Name of Authorized Official

PRESIDENT

Title

Approved as to Form:

Shawna G. Lamb, City Attorney

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

DONALD LIPINSKI

Print Name

Attested/Authenticated:

Maylee DeJesus, City Clerk

EXHIBIT A

CITY OF WEST PALM BEACH MASTER AGREEMENT NO. 27492.001 FOR DUMPSTER/CONTAINER REPAIR AND MAINTENANCE SERVICES BETWEEN THE CITY OF WEST PALM BEACH AND GT SUPPLIES, INC.

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:

1. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: August 20, 2024

Signed: _____

Entity: GT Supplies, Inc.

Name: Todd Roesch

Title: President

MEMO

WEST PALM BEACH
City Attorney

Received
City of West Palm Beach
Mayor's Office

APR 18 2023

401 Clematis Street
West Palm Beach FL 33401

To: **Keith A. James, Mayor**

From: Samuel A. Thomas, Sr. Asst. City Attorney SAT

Date: April 17, 2023

File No: **27492.001**

Dept. 410 Public Works

Re: **GT Supplies; City Dumpsters; Repair & Maintenance Svs.**

Transmitted herewith are contract documents for the Mayor's signature which have been reviewed and approved for legal sufficiency. Kindly forward the documents, along with this memo, to the City Clerk's Office.

The Mayor is authorized to execute the document in accordance with:

- ☒ Procurement Code.
- ☐ Commission Approval. Resolution No.
- ☐ City Charter Sec.

If authorized by the Procurement Code, the procurement method is:

☐ Small Purchase	☐ Quotes	☐ Single Source
☒ Competitive Solicitation	☐ Cooperative	☐ Sole Source
☐ Emergency Procurement	☐ Piggyback	☐

Procurement No. TIB 2-23-111

Contract Amount: $Master

Est. Expiration Date: April 2026

Contract term: 3-Year

☒ Renewal available: 2 1-Year

Applicable EEO Program: N/A

To: **Office of the City Clerk**

Please: Attest to the execution by the Mayor and insert the date.

Estimated Record Retention Review: May 2031

Please **retain one original** as a public record and **forward the other original with a copy of this memo** to:

Leon Pinder, Public Works

To: **Leon Pinder, Public Works**

RECEIVED
APR 19 2023
CITY OF WEST PALM BEACH
OFFICE OF THE CITY CLERK

Please forward the fully-signed original contract document to the vendor/contractor.

If a new contract with this contractor/vendor. Request W-9 if not provided.

lst

1 – City original; 2- Department; 3- EEO Office

MASTER SERVICES AGREEMENT
[Dumpster/Containers Repair and Maintenance Services]

Contract No. 27492.001

Provider Name. GT Supplies, Inc.
Provider Address: 7010 Barbour Road,
Riviera Beach, FL 33407
Email: tr@gtsupplies.com
Telephone: 561-881-8101
FEI/EIN # 65-0877931

Services: The Services shall include providing all materials, equipment, tools, labor and incidentals necessary for the repair and maintenance of City dumpsters, on as needed basis, as may be requested by the City. A detailed description of the Services is attached as **Exhibit A**.

Services shall be performed in accordance with the terms and provisions of this Agreement including, but not limited to the Scope of Services attached as **Exhibit A**, the Special Terms attached as **Exhibit B**, Providers Quote [the "Unit Prices"] attached as **Exhibit C**, the FEMA Provisions attached as **Exhibit D**, ITB No. 22-23-111 attached and incorporated herein by this reference though, due to size, not attached and Providers Bid, attached and incorporated herein though, due to size not attached. Terms of the Bid or Quote not addressed in this Agreement are not made part of this Agreement. In the event of a conflict, this Agreement controls.

City Procurement: ITB No. 22-23-111
Provider's quote: Attached as **Exhibit C**.
Special Terms: Attached as Exhibit B.

Equipment /Systems Involved: All materials, equipment, tools and machinery necessary to perform the Services

Method of Ordering Work.

Purchase Order. Services in an amount less than $10,000.00 may be requested by Purchase Order issued by the City. Each Purchase Order will detail the scope of work, schedule for completion and compensation based on the rates and prices established in this Agreement. Upon receipt of a quote from the service provider detailing the scope of work, the price estimate and the completion time, the department will prepare the Purchase Order and attach the quote. All such work shall be performed and invoiced pursuant to the terms of this Agreement. All terms and conditions of this agreement are applicable to each Purchase Order. Upon completion of each work task, the Provider will submit a separate invoice, along with the Purchase Order, indicating the date work was performed, the description of the person performing the work, and the rates and work performed, identifying the person or job title that performed the work and the rates and charges based on the contract. No Purchase Order may be issued for Services to be completed after the expiration of this Agreement.

Work Orders: Services in the amount of $10,000.00 or more will be requested in advance by the City via written work order signed by the Provider and City. Work orders will be issued by the City on an as-needed basis. Each work order will detail the specific scope of work, schedule for completion and compensation based on the unit prices contained in this Agreement. No work is authorized until a work order is fully executed by the City. Any

amendment to a work order is not effective and not authorized until such amendment is fully executed by the City. All terms and conditions of this Agreement will be applicable to each Work Order. Upon completion of each Work Order task, the Provider will submit a separate invoice, a copy of the Work Order and the appropriate completed Small Business or MWBE participation form. Invoiced rates and charges shall be based on the contract. No minimum quantity of work orders nor minimum amount of compensation is guaranteed under this Agreement. No Work Order may be issued for Services to be completed after the expiration of this Agreement. The form of City's work order is attached to this Agreement as **Exhibit E.**

Work Order Completion: Work Orders shall be completed within the time indicated for each Work Order.

Fee; Unit Prices: The Fee for each individual purchase order or work order shall be specified in the order and shall be based on the unit prices shown in **Exhibit C.**

Small Business Goal: N/A

Accounts Payable Information: If "Remit To" address differs from Provider address above, provide

Remit To Address: _____

_____

_____

THIS AGREEMENT ("Agreement") is made by and between the **PROVIDER** identified above and the **City of West Palm Beach** ("City"), 401 Clematis Street, West Palm Beach, FL 33401,

In consideration of the covenants and conditions set forth in this Agreement, the Provider and City agree as follows:

1. **Services**. City will issue Work Orders for Services under this Master Agreement. Provider shall provide all equipment, materials and labor necessary to provide the services described above, and in more detail in each Work Order (the "Services"). Provider shall render the Services in a diligent, careful and thorough manner consistent with good business practice. Time shall be of the essence with respect to all matters set forth in this Agreement. The Services shall be completed, to the City's satisfaction, in accordance with the time frames established in each Work Order.

2. **Fee**. The City shall pay Provider, for Services completed satisfactorily, the Fee indicated on each Work Order, based on the unit prices under this Agreement (the "Fee"). The Fee shall be the sole compensation paid to Provider 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 Provider. The Fee established in each duly executed Work Order shall be the only basis for payment to Provider by the City.

3. **Invoices**. Invoices must identify the PO number and the Contract Number. For fastest processing, invoices should all be emailed to: **wpbap@wpb.org**

Alternatively, mailed to: **City of West Palm Beach Accounts Payable,**
P.O. Box 3366
West Palm Beach, FL 33402-3366.

Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City.

Invoices shall show the actual hours worked, person performing services, the Service performed and/or deliverable provided, hourly rate, and dates(s) of service. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the City.

Invoices received from Provider pursuant to this Agreement shall be reviewed and are subject to the prior approval of the City to determine if services have been rendered in conformity with the Agreement.

4. **Payment**. The Fee shall be paid in accordance with the Payment Schedule and upon acceptance of deliverables satisfactory to the City and receipt of a proper invoice from Provider.

Payment of Fees will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Provider, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Provider of liability for the defective, faulty or incomplete rendition of the Services.

In order for both parties to close their books and records, Provider shall submit its final invoice no later than four (4) months after completion of all Services under this Agreement. Provider shall clearly indicate "Final Invoice" on its final invoice. Such indication shall certify to the City that all Services have been properly performed and all charges and costs owed in connection with this Agreement have been invoiced to the City. Any requests for reimbursement or fee payment under a work authorization, if not properly included on the final invoice or not submitted within four (4) months of completion of Services, are waived by Provider.

Payment of invoices will be made to Provider via electronic automated clearing house, based on account information provided by Consultant on the Vendor ACH Enrollment Form provided with this Agreement.

5. **Term.**

a. **Term.** This Agreement shall remain in effect for three (3) years from the date of execution of this Agreement by the City. The City shall execute this Agreement last. This Agreement may be extended for two (2) additional terms of one (1) year each; provided a written Amendment to this Agreement is executed by the parties. The term extension is optional for the parties and nothing in this Agreement gives Provider a right to any term extension.

b. **Price Adjustment Based on Market Conditions.** Should the Provider assert that due to material or market conditions during the term of the contract, an adjustment to pricing is necessary, the Provider shall submit a written request for price adjustment to the Procurement Official. Such price increase request shall be accompanied by Provider's documentation to substantiate the need for the price increase. The request shall be submitted on Provider's official company letterhead, and be dated and signed by an authorized company official, and include manufacturer's certification of costs.

The Procurement Official shall consider whether the requested price increase is fair and reasonable and is aligned with current market rates. If a request for price increase is accepted, the new price shall be included in a written contract amendment and shall apply only as of the date of full execution of the amendment. In the event the City does not agree to the requested price increase, the Provider shall continue under the contract, or may decline to renew the contract, if the contract has not already been renewed.

Any orders placed prior to the effective date of the price increase will not be affected by the approved price increase and will be invoiced at the unit price in effect at the time the order was placed. The Provider will complete delivery and the City will receive delivery on any orders placed prior to the renewal, whether or not a price increase is granted. Failure to complete delivery may result in a termination of the contract and/or result in suspension or debarment of the Provider according to the West Palm Beach Procurement Ordinance Section 66-123 or debarred according to Section 66-124, Debarment.

6. **Representations, Warranties and Covenants of Provider**

6.1 **Authority**. Provider hereby represents and warrants to the City that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 **Duly Licensed**. Provider represents that it is duly licensed to perform the Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 **No Contingency**. Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Provider, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Provider, the City shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the contract fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7. **Standard of Care**. The standard of care for all Services performed or furnished by Provider under this Agreement will be superior to the care and skill ordinarily used by members of Provider's profession practicing under similar circumstances or at the same time and in the same locality.

8. **Compliance with Laws**. In the conduct of the Services under this Agreement, Provider shall comply in all material respects with all applicable federal and state laws and regulations and all applicable county and City ordinances and regulations, including ethics and procurement requirements.

9. **Independent Contractor**. It is specifically understood that Provider is an independent contractor. *If Provider is an individual:* (i) Provider is not an employee of the City: (ii) this Agreement is not a contract of employment and that no relationship of employer/employee or principal/agent is or shall be created nor shall exist by reason of the performance of the Services under this Agreement; (iii) Provider will not be eligible to participate in any employee benefit maintained by the City; (iv) Provider will not be covered by the City's workers' compensation insurance; (v) Provider will be solely and exclusively responsible for payment of all taxes due in respect of all compensation and/or other consideration received by Provider under this Agreement. *If Provider is a business firm:* (i) Provider acknowledges that its employees will not be covered by the City's workers' compensation insurance; (ii) Provider shall be responsible for social security, unemployment and disability taxes and all other payroll taxes due with respect to Provider's employees who provide Services under this Agreement; (iii) Provider shall have no authority to bind City to any contractual or other obligation whatsoever; (iv) Provider shall be responsible to the City for all work or services performed by Provider, its employees, agents, or subcontractors under this Agreement.

10. **Right to Audit**. Provider shall maintain adequate records for the Services performed under this Agreement for five (5) years following completion of the Services, or conclusion of any litigation regarding this Agreement. The City shall have the right to audit Provider's books and records, at the City's expense, upon prior notice, with regard to the Services provided to the City under this Agreement. Provider shall allow the City or its representative to interview all current or former employees to discuss matters pertinent to this Agreement. If an audit inspection in accordance with this section discloses overpricing or overcharges (of any nature) by Provider to the City in excess of one-half of one percent (.5%) of the total contract billings, (1) the reasonable costs of the City's Internal Audit department shall be reimbursed to the City by the Provider and (2) a 15% penalty of the overpricing or overcharges shall be assessed. Any adjustments and/or payments which must be made as a result of the audit inspection, including any interest, audit costs and penalties shall be made by the Provider within 45 days from presentation of City's findings to Provider. Failure by Provider to permit such audit shall be grounds for termination of this Agreement by the City.

11. **Property Rights**. Any work product, including but not limited to reports, plans, drawings, tracings, sketches, photographs, videos, illustrations, presentations, PowerPoint, specifications, maps, computer files, electronic data, and other documents (electronic or paper) prepared or created in the course of the performance of the Services or obtained in the performance of this Agreement, as well as all data collected, together with summaries and charts derived therefrom, will be considered works made for hire and shall be the exclusive property of the City upon their creation without restriction or limitation on their use and will be made available, upon request, to the City at any time during the performance of such Services. Upon delivery to the City of said

work product, the City will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Provider will not copyright any material or work product developed under this Agreement. Any reuse of Provider's prepared documents by the City, except for the specific purpose intended hereunder, will be at City's sole risk and without liability or legal exposure to Provider or its sub-Providers.

12 **Insurance**. Provider shall purchase from and maintain during the term of the Services, and all applicable statutes of limitation periods, the following insurance:

(a) **Comprehensive General Liability** insurance in an amount not less than $1,000,000.00 Combined Single Limit per each occurrence and $1,000,000 aggregate, with bodily injury limits, which may not be subject to a self-insured retention or deductible exceeding $25,000.

(b) **Worker's Compensation and Employer's Liability Insurance** with limits of Employer's Liability Insurance not less than $500,000 "each accident," $500,000 "disease policy limit," and $500,000 "disease each employee" unless an opt out letter in conformance with Florida Statutes, Chapter 440, has been provided to the City.

☐ Provider is the sole owner and/or employer with less than four non-construction employees and opts out of workers' compensation coverage under Florida Chapter 440. Provider understands that Provider must comply with Sec. 440.055, F.S., and other applicable regulations. Provider is an independent contractor.

_____

Provider Signature

(c) **Automobile Liability**: Not less than $1,000,000.00 for injuries per person in any one accident or occurrence and $1,000,000.00 in the aggregate for injuries per occurrence or accident, with $100,000.00 for property damage in any one accident or occurrence. May not be subject to a self-insured retention or deductible exceeding $10,000.

Self-insurance shall not be acceptable. All insurance policies shall be issued by companies that (a) are authorized to transact business in the State of Florida, (b) have agents upon whom service of process may be made in Palm Beach County, Florida, and (c) have a best's rating of A- VI or better.

Additional Insured: All liability insurance policies shall name and endorse the following as additional insured(s): the City of West Palm Beach and its commissioners, officers, employees and agents.

Certificate of Insurance: Provider shall provide the City Risk Manager with a copy of the Certificate of Insurance and endorsements evidencing the types of Insurance and coverage required prior to the commencement of Services. It is the Provider's responsibility to ensure that the City's Risk Manager and the Department both have a current Insurance Certificate and endorsements at all times.

If Provider's insurance policy is a claims made policy, Provider shall maintain such insurance coverage for a period of five (5) years after the expiration or termination of this Agreement. Applicable coverage may be met by keeping the policies in force, or by obtaining an extension of coverage commonly known as a reporting endorsement of tail coverage.

The provisions of this section shall survive beyond the expiration or termination of this Agreement.

13. **Indemnity**. Provider agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from City, its commissioners, officials, employees or agents arising out of or incidental to or in any way connected with Provider's performance of the Services or caused by or arising out of (a) any act, omission, default or negligence of Provider in the provision of the Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Provider's execution of Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Provider. This indemnification includes, but is not limited

to, the performance of this Agreement by Provider or any act or omission of Provider, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Provider agrees to pay all claims and losses and shall defend all suits, in the name of the City, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Provider under this indemnification provision. To the extent considered necessary by the City, any sums due Provider under this Agreement may be retained by City until all of City's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by City. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Provider to indemnify the City for City's own negligence, or intentional acts of the City, its agents or employees. Nothing in this Agreement shall be deemed to affect the rights, privileges and sovereign immunities of the City as set forth in Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

14. Termination.

14.1 The City shall have the right to terminate and Work Order and/or this Agreement, in whole or in part, with or without cause, and for its convenience, upon five (5) calendar days written notice to Provider. In the event of termination, the City shall compensate the Provider for all authorized Services satisfactorily performed through the termination date under the payment terms contained in this Agreement.

14.2 Provider 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 transition of its consulting duties to appropriate parties at the direction of the City.

14.3 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 the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

15. Warranty. Provider shall warrant that the Services shall be free from improper workmanship and/or defective materials for one (1) year from completion.

16. Notices. Notices required hereunder shall be given by written notice sent by registered U.S. mail, return receipt requested, or by electronic transmission producing a written record, if to the City, to P.O. Box 3366, West Palm Beach, FL 33402, attention: City Administrator, and if to Provider, to the address set forth above.

17. Taxes. Provider understands that in performing the Services for the City, Provider is not exempt from paying sales tax to Provider's suppliers for materials required for Provider to perform under this Agreement. Provider shall not be authorized to use City's tax exemption number for purchasing supplies or materials.

18. Availability of Funds. This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the City. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of contracts with a term of more than one year, but any contract so made shall be executory only for the value of the services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the City may terminate this Agreement upon no less than twenty-four (24) hours notice to Provider. The City shall be the sole and final authority as to the availability of funds.

19. Lobbying Certification. Provider certifies to the best of its knowledge and belief that no funds or other resources received from the State in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

20. Non Discrimination. Provider shall not discriminate against any person because of race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation.

21. Assignment. This Agreement requires the skills and experience of Provider and may not be assigned by Provider. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

22. Force Majeure. Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

23. Ethics; Conflict of Interest.

23.1 Provider represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

23.2 Provider represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the City or any City agency or selection committee.

23.3 Provider represents that it does not employ, directly or indirectly, the mayor, members of the city commission or any official, department director, head of any City agency, or member of any board, committee or agency of the City.

23.4 Provider represents that it does not employ, directly or indirectly, any official of the City. Provider represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the City who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Provider.

23.5 Provider represents that it has not knowingly given, directly or indirectly, any gift with a value greater than $100 in the aggregate in any calendar year to the mayor, members of the city commission, any department director or head of any City agency, any employee of the City or any City agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding Provider or its business.

23.6 Provider represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. Provider further represents that no person having any interest shall be employed or engaged by it for said Services.

23.7 Provider, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Provider's exercise of judgment or quality of the Services being provided under this Agreement. Provider, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Services to be provided to the CRA under this Agreement.

23.8 In the event Provider is permitted to utilize subcontractors to perform any services required by this Agreement, Provider agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

24. Public Entity Crimes Act. Provider represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Provider and its subcontractors under this Agreement have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months from the date of submitting a proposal for this

Agreement or entering into this Agreement. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

25. Unauthorized Aliens. The knowing employment by Provider or its sub-contractorss of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination

26. Small Business Requirements. Provider shall comply with the City's Small Business Ordinance set forth in Chapter 66 of the Code of Ordinances of the City of West Palm Beach, which is incorporated herein by this reference. Provider shall comply with the small business commitment contained in Provider's Proposal. Provider shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the City to inspect and audit such records.

27. Public Records Law. Provider shall 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 Provider in conjunction with this Agreement. Failure by the Provider to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the City.

28. Governing Law. This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The City and Provider submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper venue for any suit concerning this Agreement shall be Palm Beach County, Florida, or the Federal Southern District of Florida. Provider agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

29. Severability. In the event that any term or provision of this shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

30. Waiver. Any waiver by either party hereto of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

31. Headings. The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

32. Inspector General. Provider 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 contract, and may demand and obtain records and testimony from Provider and its subcontractors and lower tier subcontractors. Provider understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Provider or its subcontractor or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

33. Scrutinized Companies List. Pursuant to Fla. Stat. Sec. 287.135, Provider represents that Provider is not on the Scrutinized Companies that Boycott Israel List, maintained by the State of Florida, and is not engaged in a boycott of Israel. Provider further represents that it is not on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engages in business activities in Sudan or Cuba. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from City's competitive procurement activities.

34. E-Verify. In compliance with Section 448.095, Fla. Stat., Provider shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of new employees hired by Provider during the term of this Agreement. Provider shall require all subcontractors performing services under this Agreement to verify the employment eligibility of new employees hired by the subcontractor during the term of

this Agreement. Provider shall require each of its subcontractors to provide Provider 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.

The City, Provider, or any subcontractor 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. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Provider acknowledges that upon termination of this Agreement by City for a violation of this section by Provider, Provider may not be awarded a public contract for at least one (1) year. Provider further acknowledges that Provider is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

Provider or its subcontractor shall insert in any subcontracts the clauses set forth in this section and shall require subcontractors to include these clauses in any lower tier subcontracts.

35. Entire Agreement; Exhibits; Amendment. All Exhibits attached to this Agreement, physically or by reference, are incorporated into the terms and conditions of this Agreement. In the event of any conflict between this Agreement and any Exhibits, this Agreement governs. This Agreement embodies the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to the subject matter. This Agreement may only be modified by written amendment executed by the City and Provider.

36. 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 Procurement Solicitation and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the Procurement Solicitation; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

37. Digital Signature. The parties to this Agreement may agree to execute this Agreement, and all subsequent amendments or modifications to it, by digital signature, in accordance with Ch. 668, Fla. Stat.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year last executed below.

GT SUPPLIES, INC

By: _____

Print Name: Todd Roessit

Title: President

CITY OF WEST PALM BEACH

By: _____ 4.19.23
Keith A. James, Mayor

Date: 4/19/2023

Attest: _____
City Clerk

CITY ATTORNEY'S OFFICE
Approved as to form and legality
By: Samuel A. Thomas

EXHIBIT A

SCOPE OF SERVICES

Provider shall provide all materials, equipment, tools, labor and incidentals necessary for the timely repair, maintenance and transport of various size metal dumpsters as requested by the City on an as needed basis and in accordance with the terms set forth in this Contract. The City will identify which dumpster/containers will be repaired or maintained. Services may include, but not be limited to, the following:

- Remove decals, grind and paint the removal space
- Remove decals, grind, paint and install new lids
- Remove decals, grind, paint, cut off old hinges, replace hinges and install new lids
- Minor repairs (E.g. weld broken sleeves, hinges, patch holes)
- Cut off old bottoms and replace with new fabricated steel bottoms
- Replace casters

Top Frame & Sides
- Cut out and remove all rusted and damaged frame/ channel
- Fabricate & weld the new frame/ channel
- Straighten all bent and twisted top frame/ channel
- Straighten all bent side

Lid Installation (Lids are provided by the City)
- Repair or Replace hinges
- Fabricate one (1) 1/12" pipe coupling & install into the hinges

Bottom Plate & Skirts
- Fabricate & weld 6" steel skirts around bottom of the steel dumpsters
- Fabricate & weld two (2) 3" channels for stands
- Cut out and remove all rusted areas or entire bottom plate
- Fabricate & weld new bottom plate with mill steel (12 gauge) for steel dumpster

Paint
- Loose rust, scale, dirt, oil, grease, and other detrimental substances, shall be thoroughly removed by hand cleaning, power tool cleaning, blast cleaning or any combination of these methods. Hand cleaning may include the use of metal brushes, grinders, sanders, or any approved combination of these tools. Bristle or wood fiber brushes shall be used to remove loose dust.
- Paint with industrial rust -preventive paint

Wheel Installation (Wheels are provided by the City)
- Service wheels: replace wheel on caster, oil caster, replace caster/wheel with tow bolts, nuts and washers,
- Repair and straighten wheel plates
- Install wheel plates: weld onto bottom of container (1) 8" x 8" x ¼" aluminum plate, drill two holes, bolt on new/repaired wheel with two bolts, nuts and washers
- Install wheels: replace with two bolts for aluminum dumpsters or weld onto wheel pad or bottom for steel dumpsters

EXHIBIT B

SPECIAL TERMS

1. The Services.

a. Services will be requested by the City on an as needed basis.
b. The City does not guarantee any minimum amount of work, or the extent of the services required. This Agreement shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
c. Provider will be responsible for transporting dumpsters/containers to and from the location site.
d. Provider shall provide the name, address, and phone number of the person(s) to be contacted for the placement of orders and coordination of services on a Monday through Friday basis and maintain a constantly monitored 24-hour a day phone number(s) to contact for service.
e. All services provided under this Agreement shall be performed in a skillful and workmanlike manner. The City may, in writing, require Provider to remove any employee from work that the City deems incompetent or careless. Provider shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all dumpster repair techniques, processes and procedures and has the authority to act in the Provider's behalf.
f. All work shall be performed according to the standards of the dumpster repair industry and to the complete satisfaction of the City. Provider shall correct all non-conforming work and any and all damage caused by their operations to the City's satisfaction at no additional cost to the City.
g. For any work performed on City property, the Provider(s) shall at all times keep the areas adjacent to the worksite free from rubbish and the accumulation of any waste materials. Upon completion of any work on City Property, the property shall be restored, at the minimum, to the condition that existed prior to start of work, and shall be approved by the City of West Palm Beach representative.
h. It shall be a part of the agreement that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the City of West Palm Beach, shall require, and receive, a "first priority" basis for goods and services.
i. Provider shall maintain a safe work environment at all times. Provider shall report immediately to City's authorized representative, the existence of unsafe condition(s), which may compromise the performance of the service. All Providers and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA) Standards, State and County Safety and Occupational Health Standards and any other applicable rules and regulations. All Providers and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area.
j. In the event of a disaster and or emergency, work will be awarded to the Provider(s) first available to respond. Funds for services under the resulting contract may be derived from federal grants and therefore Provider must comply with federal guidelines (see Federal Required Contract Provisions, attached as (**Exhibit ___**). The federal

funds appropriated by the Federal Emergency Management Agency (FEMA) will be administered through the State of Florida.

k.

Exhibit "C"

WEST PALM BEACH

City of West Palm Beach (B3)

SCHEDULE OF BID ITEMS

ITB No: 22-23-111-MK

PROJECT TITLE: Dumpster/Containers Repair and Maintenance Services

Remove decals, grind & paint		$65.00
Remove decals, grind, paint & install new lids		$90.00
Remove decals, grind, paint, cut off old hinges, replace hinges and install new lids		$105.00
Minor repair (i.e. weld broken sleeves, hinges, patch holes)		$95.00
Cut out old bottom and replace with new fabricated steel bottom (price per container size)		
Cut out old bottom and replace with new fabricated steel bottom (price per container size)		
	2CY	$355.00
	3CY	$445.00
	4CY	$510.00
	6CY	$625.00
	8CY	$675.00
Replace casters (price per caster)		$18.95
Major repair not covered in above (hourly rate)		$85.00
Front Load lid rod		$10.00
Lock bar assembly		$31.00
Front load lid (price per lid per container size)		
	2CY	$23.00
	3CY	$25.00
	4CY, 6CY or 8CY	$27.00

Bidder Company Name: GT Supplies, Inc.

Signature of Official authorized to bind Bidder:

Print Name: Todd Roesch

Title: President

Date: 3/5/2023

Failure to fully complete and sign this Bid Form may result in rejection of the Bid.

END SCHEDULE OF BID ITEMS

BIDDERS: THE CITY HAS PROVIDED AN ELECTRONIC SPREADSHEET FOR BID ITEM TABULATION. IT IS MANDATORY THAT ALL BIDDERS PROVIDE BOTH A SIGNED PAPER BID TABULATION AND ELECTRONIC BID TABULATION. THE ELECTRONIC BID TABULATION SHALL BE SUBMITTED WITH THE PAPER BID TABULATION BY MEANS OF A FLASH DRIVE. PAPER BID TABULATION AND ELECTRONIC BID TABULATION SHALL BE MATERIALLY CONSISTENT AND CONTAIN THE SAME INFORMATION. IN CASE OF DISCREPANCY, THE SIGNED PAPER BID TABULATION SHALL PREVAIL. FAILURE TO SUBMIT AND ELECTRONIC COPY/VERSION OF THE PROVIDED BID TABULATION SHALL BE CAUSE FOR REJECTION OF THE BID.

City of West Palm Beach
Procurement Division
401 Clematis Street, 5th Floor
West Palm Beach, FL 33401
TEL: (561) 822-2100
TTYL: 800-955-8771

March 9, 2023

Via Email
tr@gtsupplies.com

GT Supplies, Inc.
Attention: Todd Roesch
7010 Barbour Road
Riviera Beach, FL. 33407

RE: **Notice of Intent to Award**
ITB 22-23-111/MK Dumpster/Container Repair and Maintenance Services

Dear Mr. Roesch,

On behalf of the City of West Palm Beach, please accept this Notice of Intent to Award a contract to your firm pursuant to the above referenced solicitation.

We will commence preparation of a contract and will contact you for any required documentation or additional information needed.

Pursuant to Sec. 66-70 of the City's Code of Ordinance, your firm and the City will be contractually bound only if and when a written contract between the parties is duly and fully executed.

Thank you for your cooperation. We look forward to a successful working relationship with your firm. If you have any questions, please call Monica Keel at (561) 494-1055

Sincerely,

Donna L. Levengood, CPPO, CPPB
Procurement Official

Cc: File
Public Works

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 5/7/2019

REQUESTED ACTION BY COMMISSION:
Award Bid # 027-2515-19/MFD for Front Load Containers and Roll Off Repairs to GT Supplies, Inc. of Riviera Beach, FL as the lowest, most responsive and responsible bidder who met all specifications for the anticipated annual expenditure of $200,000 on an "As Needed" basis.

EXPLANATION OF REQUEST:
Bid Term: May 8, 2019 - May 7, 2021

On April 16, 2019, Procurement Services opened and tabulated two (2) proposals for "Front Load Containers and Roll Off Repairs". All bids were reviewed by the Public Works Department. It was determined to recommend this award to GT Supplies, Inc. MCS Mobile Container Service, Inc. was deemed non-responsive due to required documents not being submitted.

The City is seeking to secure firm, fixed prices from a qualified vendor for repairs of the City's containers on an as needed basis. Dumpster repairs have been delayed the past several years. The estimated annual expenditure of $200,000 will be sufficient to repair the delayed dumpsters and to keep up with demand of new repairs.

The bid will allow for three (3) additional one (1) year renewals subject to vendor acceptance ,satisfactory performance and determination that the renewal is in the best interest of the City.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? To provide repairs to dumpster and roll off containers to ensure their availability and use for the City's customers.

FISCAL IMPACT: Budgeted
Funds are budgeted and available

FY 16/17 expenditures $58,531.00
FY 17/18 expenditures $58,469.50
FY 18/19 expenditures to date $29,002.00

Account
431-2515-534-4693

Estimated Annual Expenditure
$200,000

ALTERNATIVES:
Obtain quotes on an "As Needed" basis which would not be cost effective.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	Price Tabulation Sheet
🗋	Addendum	Responsiveness Tabulation Sheet
🗋	Addendum	GTS Submittal

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-218- Approve an increase to the annual expenditure of the agreement between the City of Boynton Beach and Blue Marlin Investments d/b/a Cayco Landscaping from $340,000 to a total annual amount of $418,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-218.

Explanation of Request: On November 1, 2022, the City Commission approved Resolution R22-156, authorizing the City Manager to sign an agreement with Blue Marlin Investments, Inc. d/b/a Cayco Landscaping by piggybacking the City of Pembroke Pines Contract #RE-20-08, for tree trimming services for City parks, medians, and facilities.

The annual expenditure approved was $340,000 and the Public Works Department is requesting an increase to $418,000.

This increase is needed due to unforeseen projects/emergencies and additional requests to locations served under this contract. The current blanket PO 240086 will be increased to cover current and end-of-fiscal year 2024 open invoices.

The City of Pembroke Pines bid process satisfies the City's competitive bid requirements.

How will this affect city programs or services? The increase will allow the City to continue requesting tree trimming services to improve the appearance of parks, medians, and facilities, which will allow the City to provide a better level of service to residents and visitors.

Fiscal Impact: This is a budgeted item.

Attachments:
R24-218 Agenda_item_2109-2023_Resolution_for_annual_expenditure.docx
Agenda Item Cayco - Tree Trimming Nov 01 2022
Resolution R22-156
City of Pembroke Pines - Contract RE-20-08
Renewal First Amendment to Blue Marlin dba Cayco City of Pembroke Pines

RESOLUTION NO. R24-218

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE INCREASE OF THE ANNUAL EXPENDITURE FROM AN AMOUNT NOT TO EXCEED $340,000 TO AN AMOUNT NOT TO EXCEED $418,000 OF THE AGREEMENT FOR TRIMMING SERVICES WITH BLUE MARLIN INVESTMENTS, INC., DBA CAYCO LANDSCAPING; AND FOR ALL OTHER PURPOSES.

WHEREAS, the City and Blue Marlin Investments, Inc., d/b/a Cayco Landscaping, entered into an Agreement for Purchasing for Facilities, Median, and Parks Tree Trimming Services effective October 1, 2022, approved by Resolution No. R22-156 on November 1, 2022; and

WHEREAS, the City desires to increase the annual expenditure from an amount not to exceed $340,000 to an amount not to exceed $418,000; and

WHEREAS, the City Commission, upon the recommendation of staff, has deemed it in the best interests of the city's citizens and residents to approve the increase of the annual expenditure from an amount not to exceed $340,000 to an amount not to exceed $418,000 of the Agreement for Trimming Services with Blue Marlin Investments, Inc., d/b/a Cayco Landscaping.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, THAT:

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption.

SECTION 2. The City Commission of the City of Boynton Beach, Florida, does hereby approve the increase of the annual expenditure from an amount not to exceed $340,000 to an amount not to exceed $418,000 of the Agreement for Trimming Services with Blue Marlin Investments, Inc. d/b/a Cayco Landscaping.

SECTION 3. This Resolution shall take effect in accordance with law.

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

7.B.
Consent Bids and Purchases Over $100,000
11/1/2022

City of Boynton Beach
Agenda Item Request Form

Commission Meeting Date: 11/1/2022

Requested Action by Commission: Proposed Resolution No. R22-156 - Approve utilizing the City of Pembroke Pines Contract # RE-20-08 and Authorize the City Manager to sign an agreement with Blue Marlin Investments dba Cayco Landscaping for tree trimming services for parks, facilities and medians for the extent of the contract with an annual expenditure amount of $340,000. The City of Pembroke Pines procurement process satisfies the City's competitive bid requirements.

Explanation of Request:
Blue Marlin Investments, dba Cayco Landscaping, LLC has been awarded the tree trimming services from the City of Pembroke Pines under a continuing services contract. The Contractor shall provide labor, supervision, equipment, supplies, tools, materials, and other necessary incidentals required to perform tree trimming services at Boynton Beach Parks, Facilities and Medians.

The Parks and Grounds Division is seeking consent to piggyback this contract and establish an agreement with Blue Marlin Investments, dba Cayco Landscaping, LLC to provide tree trimming services in parks, medians and facilities at the level of service that is expected by park users and the residents.

Currently the tree trimming in the parks, facilities and medians are performed by parks and grounds staff. Staff currently performs tree trimming in parks as regular maintenance and tree trims facilities and medians when the need arises. This is in addition to staff performing regular duties such as landscape maintenance, trash removal and irrigation repairs in city parks.

Moving forward with Blue Marlin Investments, dba Cayco Landscaping, LLC will bring in certified arborists to ensure trees in our parks, facilities and medians are properly maintained for the safety of the public and the health of the trees.

The pricing for the tree trimming services is based on number of trees in parks, facilities and medians. City will pay areas as provided in the quotes.

How will this affect city programs or services?
The newly proposed and adequately budgeted tree trimming services will improve the city's parks, facilities and medians appearance and provide for correct agronomic maintenance practices. The effect of improved parks, facilities and medians conditions will allow the city to provide a better level of service to residents, provide better appearance to our city and safety to residents and visitors.

Fiscal Impact: Budgeted in Parks and Grounds account 001-2730-572-49-17

Alternatives:
Do not utilize the City of Pembroke Pines contract and issue the city's own bid.

Strategic Plan:

Strategic Plan Application:

Climate Action Application:

Is this a grant? No

Grant Amount:

Contracts

Vendor Name: Blue Marlin Investments dba Cayco Landscaping, LLC

Start Date: 6/1/2021

End Date: 5/30/2023

Contract Value:

Minority Owned Contractor?: No

Extension Available?: Yes

Extension Explanation:

2 years, with two (2) additional one (1) year renewal periods (City of Pembroke Pines)

Attachments:

	Type	Description
🗋	Resolution	Resolution approving piggyback agreement with Blue Marlin dba Cayco Landscaping for tree trimming
🗋	Agreement	Piggyback Agreement with Blue Marlin Investments, Inc dba Cayco Landscaping
🗋	Addendum	City of Pembroke Pines Contract RE-20-08

RESOLUTION NO. R22-156

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA APPROVING UTILIZING THE CITY OF PEMBROKE PINES CONTRACT # RE-20-08 AND AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT WITH BLUE MARLIN INVESTMENTS DBA CAYCO LANDSCAPING FOR TREE TRIMMING SERVICES FOR PARKS, FACILITIES AND MEDIANS FOR THE EXTENT OF THE CONTRACT WITH AN ANNUAL EXPENDITURE AMOUNT OF $340,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Blue Marlin Investments, dba Cayco Landscaping, LLC has been awarded the tree trimming services from the City of Pembroke Pines under a continuing services contract which the City of Boynton Beach Parks and Grounds Division is seeking consent to piggyback and establish an agreement with Blue Marlin Investments, dba Cayco Landscaping, LLC to provide tree trimming services in parks, medians and facilities at the level of service that is expected by park users and the residents; and

WHEREAS, staff currently performs tree trimming in parks as regular maintenance and tree trims facilities and medians when the need arises which is in addition to staff performing regular duties such as landscape maintenance, trash removal and irrigation repairs in city parks; and

WHEREAS, Blue Marlin Investments, dba Cayco Landscaping, LLC will bring in certified arborists to ensure trees in our parks, facilities and medians are properly maintained for the safety of the public and the health of the trees; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida deems it to be in the best interests of the citizens and residents of the City of Boynton to approve utilizing the City of Pembroke Pines Contract # RE-20-08 and Authorize the City Manager to sign an agreement with Blue Marlin Investments dba Cayco Landscaping for tree trimming services for parks, facilities and medians for the extent of the contract with an annual expenditure amount of $340,000.00.

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 hereof.

Section 2. The City Commission hereby approves utilizing the City of Pembroke Pines Contract # RE-20-08 and Authorize the City Manager to sign an agreement with Blue Marlin Investments dba Cayco Landscaping for tree trimming services for parks, facilities and medians for the extent of the contract with an annual expenditure amount of $340,000.00, a copy of the Agreement is attached hereto as Exhibit "A.

Section 3. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 1st day of November, 2022.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice Mayor – Angela Cruz	✓	
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin	✓	
Commissioner – Aimee Kelley	✓	
VOTE	5-0	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

Michael D. Cirullo, Jr.
City Attorney

AGREEMENT FOR PURCHASING
City of Boynton Beach Facilities, Median and Parks Tree Trimming Services

This Agreement is made as of this **1st** day of **November**, **2022** by and between Blue Marlin Investments, Inc dba Cayco Landscaping with a principal address 3700 NW 10th Ave, Oakland Park, FL 33309 hereinafter referred as "Contractor", 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, FL 33435, hereinafter referred to as "City".

RECITALS

WHEREAS, in order to maintain Palms and Hardwood Trees in our city facilities, medians and parks to the public, the City's Public Works is requesting the City enter into an Agreement with Blue Marlin Investments, Inc. dba Cayco Landscaping to provide all material, labor and equipment to facilitate tree trimming at all Boynton Beach Facilities, Medians and Parks by trimming all palms and hardwoods according to A300 (ANSI) standards; and

WHEREAS, Blue Marlin Investments, Inc. dba Cayco Landscaping has agreed to allow the City to piggyback the **City of Pembroke Pines** Agreement pursuant to **Contract No. RE-20-08** to provide all material, labor and equipment of facilitate tree trimming at all Boynton Beach Facilities, Medians and Parks by trimming all palms and hardwoods according to A300 (ANSI) standards; in the amount of **$304,168.15** annually based on Contract No. RE-20-08 for a two (2) year term commencing **10/01/22** with one 1-year optional renewal; and

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

Section 1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

Section 2. The City and Blue Marlin Investments, Inc. dba Cayco Landscaping agree that Blue Marlin Investments, Inc. dba Cayco Landscaping shall provide all material, labor and equipment of facilitate tree trimming at all Boynton Beach Facilities, Medians and Parks by trimming all palms and hardwoods according to A300 (ANSI) standards; in the amount of $304,168.15 annually based upon the City of Pembroke Pines Contract No. Re-20-08 for a two (2) year term commencing 10/01/22, a copy of which is attached hereto as Exhibit "A", except as hereinafter provided:

A. All references to the City of Pembroke Pines Contract No. Re-20-08 shall be deemed as references to the City of Boynton Beach.

B. All Notices to the City shall be 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: Michael D. Cirullo, Jr., City Attorney
Goren, Cherof, Doody & Ezrol, PA.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

C. The following terms and conditions are hereby incorporated into the Agreement:

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 Contractor with proof of tax-exempt status.

SOVEREIGN IMMUNITY. Nothing contained in 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.

BINDING AUTHORITY. Each person signing this Addendum 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 Addendum.

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.

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 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 OFFICE
100 E. OCEAN AVENUE
BOYNTON BEACH, FLORIDA, 33435
561-742-6060
CityClerk@bbfl.us

SCRUTINIZED COMPANIES - 287.135 AND 215.473. By execution of this Agreement, Contractor certifies that Contractor is not participating in a boycott of Israel. The contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

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.

1. Definitions for this Section:

   A. "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for a salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

   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.

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 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.

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.

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.

TERMINATION FOR CONVENIENCE. This Agreement may be terminated by the City for convenience, upon fourteen (14) 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.

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.

INDEMNIFICATION. Contractor shall indemnify and hold harmless the City, its elected and appointed officers, agents, assigns and employees, consultants, separate contractors, 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, judgements, or decrees, sustained by the City arising out of or resulting from (A) Contractor's performance or breach of Agreement, (B) acts or omissions, negligence, recklessness, or intentional wrongful conduct by Contractor's, its agents, employees, subcontractors, participants, and volunteers, and (C) Contractor's failure to take out and maintain insurance as required under this Agreement. Contractor's 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, judgements, and attorneys' fees which may issue thereon. The obligations of this section shall survive indefinitely regardless of termination of Agreement.

LIMITATION OF LIABILITY. Notwithstanding any provision of the Agreement to which it is applicable, City shall not be liable or responsible to Contractor beyond the amount remaining due to Contractor 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 Contractor for punitive or exemplary damages or for lost profits or consequential damages.

INDEPENDENT CONTRACTOR. The Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that Contractor is an independent

contractor pursuant to the Agreement and shall not be considered the City's employee for any purpose.

COUNTERPARTS AND EXECUTION. This Addendum may be executed by electronic signature or by hand, 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 Addendum 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.

COMPLIANCE WITH LAWS. Contractor hereby warrants and agrees, that at all times material to the Agreement, Contractor shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations, including Section 501.171, Florida Statutes. Non-compliance may constitute a material breach of the Agreement.

ASSIGNMENT. In the event Agreement, and any interests granted herein shall be assigned, transferred, or otherwise encumbered, under any circumstances by Contractor, Contractor must gain prior written consent from City thirty (30) days before such transfer. For purposes of Agreement, any change of ownership of Company shall constitute an assignment which requires City's approval. Notwithstanding the foregoing, Contractor 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. Contractor 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) days of such event.

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 Contractor to refund any prepaid fees.

CONFLICT. In the event of any conflict or ambiguity by and between the terms and provisions of Agreement, and the terms and conditions contained in the Agreement with the City of Pembroke Pines, the Parties agree the terms and provisions contained in this Agreement shall control to the extent of any such conflict or ambiguity.

Section 1. Entire Agreement. The Agreement and this Addendum, and any subsequent amendments or purchase orders signed by the Parties hereto shall constitute the entire understanding of the Parties.

Section 2. Severability. If any provision of this Addendum or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Addendum, 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.

Section 3. In the event that the Blue Marlin Investments, Inc. dba CAYCO Landscaping agreement with the City of Pembroke Pines is amended, or terminated, Blue Marlin

Investments, Inc. dba CAYCO Landscaping shall notify the City within ten (10) days. In the event Blue Marlin Investments, Inc. dba CAYCO Landscaping agreement is amended or terminated prior to its expiration, this Contract shall remain in full force and effect, and not be deemed amended or terminated until specifically amended or terminated by the parties hereto.

Section 4. Blue Marlin Investments, Inc. dba CAYCO Landscaping agrees that in the event it enters into a Contract for the same (or substantially similar) scope of services with another local government in Florida which contains a term or condition, including fees, charges, or costs, which the City determines to be more favorable than the terms in this Contract, the parties shall enter into an Addendum to provide those terms to the City.

Section 5. The insurance required shall require that the Certificate of Insurance name the City of Boynton Beach as an additional insured.

Section 6. In all other aspects, the terms and conditions of the Blue Marlin Investments, Inc. dba CAYCO Landscaping Agreement with the City of Pembroke Pines are hereby ratified and shall remain in full force and effect under this Contract, as provided by their terms.

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

Daniel Dugger, City Manager

BLUE MARLIN INVESTMENTS DBA CAYCO LANDSCAPING

(Signature), Company

Daniel Gonzalez

Print Name of Authorized Official

President

Title

Approved as to Form:

Michael D. Cirullo, Jr., City Attorney

(Corporate Seal)

Attested/Authenticated:

City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Attest/Authenticated:

(Signature), Witness

Alejandro Rotundo

Print Name

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

Daniel Dugger, City Manager

BLUE MARLIN INVESTMENTS DBA CAYCO LANDSCAPING

(Signature), Company

Print Name of Authorized Official

Title

Approved as to Form:

Michael D. Cirullo, Jr., City Attorney

(Corporate Seal)

Attest/Authenticated:

(Signature), Witness

Print Name

Attested/Authenticated:

City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

EXHIBIT A

AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND BLUE MARLIN INVESTMENTS DBA CAYCO LANDSCAPING

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AGREEMENT BETWEEN CITY OF PEMBROKE PINES AND BLUE MARLIN INVESTMENTS, INC. dba CAYCO LANDSCAPING

THIS IS AN AGREEMENT ("Agreement"), dated the 5th day of May, **2021** by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

BLUE MARLIN INVESTMENTS, INC. dba CAYCO LANDSCAPING, a For Profit Corporation, as listed with the Florida Division of Corporations, and with a business address of **3700 NW 10th Ave., Oakland Park, FL 33309** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 CITY is in need of tree trimming services for CITY 's parks.

1.2 On **October 13th, 2020**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to perform **a palm tree and hardwood tree trimming service, throughout the CITY's Park System** on as needed basis as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

IFB # RE-20-08
"Parks Tree Trimming Services"

1.3 On **November 10th, 2020**, the bids were opened at the offices of the City Clerk.

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1.4 On May 5th **2021.** the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.5 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform **palm tree and hardwood tree trimming services, throughout the CITY's Park System** on an as needed basis, as more particularly described in and in accordance with the Scope of Work outlined in the specifications. **"IFB # RE-20-08"**, attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services pursuant to this Agreement, the Sealed Bid Package, addenda and amendments to this Agreement, and the Commission award complete with proposal form.

2.1.1 From time to time, pursuant to written request(s) by the Director of Recreation and Cultural Arts, the CITY will request that CONTRACTOR perform the services herein required in accordance with **Exhibit "A"** and **Exhibit "B"** which shall describe the scope, location for service, and the desired time frame for completion. Upon completion, CONTRACTOR shall submit an invoice to CITY for such services.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR's expense.

2.4 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.5 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

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2.6 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.7 The relationship between CITY and CONTRACTOR created hereunder and the services to be provided by CONTRACTOR 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 as performed by CONTRACTOR hereunder, so long as no other vendor shall be engaged to perform the specific project(s) assigned to CONTRACTOR as described in **Exhibit "A"** and **Exhibit "B"** attached hereto.

ARTICLE 3
TERM AND TERMINATION

3.1 CONTRACTOR shall perform **palm tree and hardwood tree trimming services, throughout the City's Park System** on an as needed basis for an initial **two (2) year** period commencing on the effective date of this Agreement and ending two (2) years thereafter.

3.2 This Agreement may be renewed for **two (2) additional one (1) year renewal periods** upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated for convenience by CITY upon providing **thirty (30)** days of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid compensation for services performed prior to the termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 **Default by CONTRACTOR.** 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.

ARTICLE 4

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COMPENSATION AND METHOD OF PAYMENT

4.1 CITY hereby agrees to compensate CONTRACTOR for all services performed and properly invoiced by CONTRACTOR pursuant to this Agreement, CITY shall pay CONTRACTOR an annual amount not to exceed **FIFTY THOUSAND TWO HUNDRED FIFTY-EIGHT DOLLARS AND 00/100 ($50,258.00)**, payable in monthly payments for actual services performed.

4.2 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 **Method of Billing and Payment.** Invoices submitted by CONTRACTOR shall include information such as the date of service, the location of service, hours completed, work performed, and any other information reasonably required by CITY. CITY reserves the right to reject any incomplete invoices. The CITY shall within thirty (30) days, from the date the City's Recreational and Cultural Arts Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Recreation and Cultural Arts Director or his/her assignees.

Payment will be made to CONTRACTOR at:

Blue Marlin Investments, Inc. dba Cayco Landscaping
PO Box 5652
Fort Lauderdale, FL 33310

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Services, as described in **Exhibit "A"**, to be provided under this Agreement as described in Article 2 of this Agreement. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 CONTRACTOR shall indemnify and hold harmless the CITY, and its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and 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

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arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. 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.

6.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

6.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

6.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 7
INSURANCE

7.1 The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

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7.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 7.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓ ☐ 7.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

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1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

✓ ☐ 7.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ * 7.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of $100,000 per person/$300,000 per occurrence and Property Damage limits of $300,000 per occurrence

Yes No

✓ ☐ 7.6.4 Umbrella/Excess Liability Insurance in the amount of **$2,000,000.00** 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 this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ * 7.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than $1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

☐ * 7.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than $1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed

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operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☒ 7.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than $1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☒ 7.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than $1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ ☒ 7.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than $1,000,000 per Occurrence, including products & completed operations. 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 of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ☒ 7.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

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Yes No

☐ ✗ 7.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than $500,000 per occurrence. 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 of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

☐ ✗ 7.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and $20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

7.7 REQUIRED ENDORSEMENTS

7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

7.7.2 Waiver of all Rights of Subrogation against the CITY.

7.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

7.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.

7.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

7.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such

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subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

7.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 8
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9
INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY,

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that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10
AGREEMENT SUBJECT TO FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 11
UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12
GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 13
SIGNATORY AUTHORITY

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.

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ARTICLE 14
DEFAULT OF CONTRACT & REMEDIES

14.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

14.2 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

14.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

14.3.1. The abandonment of CITY property by CONTRACTOR for a period of more than seven (7) business days.

14.3.2. The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of CITY's designee.

14.3.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

14.3.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

14.3.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure

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of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

14.4 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement.

14.4.1. Upon such declaration of default, all payments remaining due CONTRACTOR 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 CONTRACTOR.

14.4.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR together with the costs incident thereto to such default.

14.4.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

14.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 15
BANKRUPTCY

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 16
MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

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ARTICLE 17
DISPUTE RESOLUTION

17.1 **Operations During Dispute.**

17.1.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

17.1.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

17.1.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 18
PUBLIC RECORDS

18.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The CONTRACTOR shall comply with Florida's Public Records Law. Specifically, the CONTRACTOR shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

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18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.2 The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a default and breach of this Agreement and the CITY shall enforce the default in accordance with the provisions set forth herein.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com

ARTICLE 19
SCRUTINIZED COMPANIES

19.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

19.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

19.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

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19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or

19.1.2.2 Is engaged in business operations in Syria.

ARTICLE 20
EQUAL BENEFITS FOR EMPLOYEES

20.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances.

20.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

20.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.

20.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

> **"During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples".**

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR's duties pursuant to this Agreement, contact Human Resources at (954) 392-2092 or [illegible]@ppines.com.

20.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

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ARTICLE 21
EMPLOYMENT ELIGIBILITY

21.1 **E-Verify** CONTRACTOR certifies that it 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.

21.1.1 **Definitions for this Section**.

21.1.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

21.1.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

21.1.1.3 "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.

21.1.1.4 "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.

21.2 **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:

21.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

21.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. 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 Pembroke Pines; and

21.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 22
MISCELLANEOUS

22.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

22.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

22.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statues.

22.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

22.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to

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terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

22.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY	Charles F. Dodge, City Manager City of Pembroke Pines 601 City Center Way, 4th Floor Pembroke Pines, Florida 33025 Telephone No. (954) 450-1040
Copy To:	Samuel S. Goren, City Attorney Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Telephone No. (954) 771-4500 Facsimile No. (954) 771-4923
CONTRACTOR	**Daniel Gonzalez - President** **Blue Marlin Investments, Inc. dba Cayco Landscaping** **3700 NW 10th Ave.** **Oakland Park, FL 33309** **E-mail: dgonzalez@caycolandscaping.com** **Telephone No: (314) 452-6005**

22.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

22.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

22.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

22.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have

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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.

22.11 **Entire Agreement and Conflicts.** This Agreement is intended by the parties hereto to be 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 RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

22.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

22.13 **Attorneys' Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

22.14 **Protection of CITY Property.** 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.

22.15 **Counterparts and Execution.** This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

22.16 **Compliance with Statutes.** 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.

SIGNATURE PAGE FOLLOWS

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IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by:
Marlene Graham
E858EEE04EEF4F8...
May 27, 2021
MARLENE D. GRAHAM, CITY CLERK

BY: _____
MAYOR FRANK C. ORTIS

DocuSigned by:
BY: Charles F. Dodge
47B966ECFDAD4AC...
May 26, 2021
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by:
Danielle Schwabe
0135807C191D4EE...
May 26, 2021
Print Name: Danielle Schwabe
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

BLUE MARLIN INVESTMENTS, INC. dba CAYCO LANDSCAPING

Signed By: _____

Name: _____

Title: President

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Exhibit "A"

Parks Tree Trimming Services

Invitation for Bids # RE-20-08

General Information		
Project Cost Estimate	$120,000 per year	See Section 1.4
Project Timeline	This contract shall be for an initial two year period with two additional one-year renewal terms.	See Section 1.4
Evaluation of Proposals	Staff	See Section 1.7
Question Due Date	October 26, 2020	See Section 1.8
Proposals will be accepted until	2:00 p.m. on November 10, 2020	See Section 1.8

THE CITY OF PEMBROKE PINES
PURCHASING DIVISION
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

Table of Contents

SECTION 1 - INSTRUCTIONS 5
1.1 NOTICE 5
1.1.1 VIRTUAL BID OPENING 5
1.2 PURPOSE 6
1.3 SCOPE OF WORK 6
1.4 PROJECT TIMELINE / PROJECT COST ESTIMATE 7
1.5 PROPOSAL REQUIREMENTS 7
1.5.1 Attachment A: Contact Information Form 8
1.5.2 Attachment B: Non-Collusive Affidavit 8
1.5.3 Attachment C: Proposer's Qualifications Statement 8
1.5.4 Attachment F: References Form 8
1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS 8
1.6.1 Vendor Information Form 9
1.6.2 Form W-9 (Rev. October 2018) 9
1.6.3 Sworn Statement on Public Entity Crimes Form 9
1.6.4 Local Vendor Preference Certification 9
1.6.5 Local Business Tax Receipts 9
1.6.6 Veteran Owned Small Business Preference Certification 9
1.6.7 Equal Benefits Certification Form 10
1.6.8 Vendor Drug-Free Workplace Certification Form 10
1.6.9 Scrutinized Company Certification 10
1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION 10
1.8 TENTATIVE SCHEDULE OF EVENTS 10
1.9 SUBMISSION REQUIREMENTS 10
SECTION 2 - INSURANCE REQUIREMENTS 12
SECTION 3 - GENERAL TERMS & CONDITIONS 18
3.1 EXAMINATION OF CONTRACT DOCUMENTS 18
3.2 CONFLICT OF INSTRUCTIONS 18
3.3 ADDENDA or ADDENDUM 18
3.4 INTERPRETATIONS AND QUESTIONS 18
3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES 18
3.6 WARRANTIES FOR USAGE 19

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

3.7 BRAND NAMES 19
3.8 QUALITY 19
3.9 SAMPLES 19
3.10 DEVELOPMENT COSTS 19
3.11 PRICING 19
3.12 DELIVERY POINT 19
3.13 TAX EXEMPT STATUS 19
3.14 CONTRACT TIME 19
3.15 COPYRIGHT OR PATENT RIGHTS 20
3.16 PUBLIC ENTITY CRIMES 20
3.17 CONFLICT OF INTEREST 20
3.18 FACILITIES 20
3.19 ENVIRONMENTAL REGULATIONS 20
3.20 SIGNATURE REQUIRED 21
3.21 MANUFACTURER'S CERTIFICATION 21
3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL 21
3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS 21
3.24 RESERVATIONS FOR REJECTION AND AWARD 22
3.25 BID PROTEST 22
3.26 INDEMNIFICATION 22
3.27 DEFAULT PROVISION 22
3.28 ACCEPTANCE OF MATERIAL 23
3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT 23
3.30 SCRUTINIZED COMPANIES LIST 23
3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS 24
3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES 25
3.33 CONE OF SILENCE 25
SECTION 4 - SPECIAL TERMS & CONDITIONS 26
4.1 OWNER'S CONTINGENCY 26

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

ATTACHMENTS

Attachment A: Contact Information Form

Attachment B: Non-Collusive Affidavit

Attachment C: Proposer's Qualifications Statement

Attachment D: Sample Insurance Certificate

Attachment E: Specimen Contract - **Contractual Services Agreement**

Attachment F: References Form

Attachment G: Park Locations and Tree Counts

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

IFB # RE-20-08
Parks Tree Trimming Services

Solicitations may be obtained from the City of Pembroke Pines website at http://www.ppines.com/index.aspx?NID=667 and on the www.BidSync.com website.

If you have any problems downloading the solicitation, please contact the BidSync Support line at 1-800-990-9339.

If additional information help is needed with downloading the solicitation package please contact the Purchasing Office at (954) 518-9020 or by email at purchasing@ppines.com. The Purchasing Office hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Ask a Question" option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, November 10, 2020. Proposals must be **submitted electronically at www.BidSync.com**. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

At the time of writing of this notice, Florida Governor Ron DeSantis' Executive Order No. 20-69 (extended by EO 20-150 and EO 20-179) on the Coronavirus health alert, is due to expire on September 1, 2020. If the executive order is not extended then meetings may be a combination of in-person and virtual, all as provided by law, or as otherwise entered via an executive order of the governor. **In any event, the public is encouraged to attend the bid opening process virtually in lieu of attending the meeting in person.**

In addition, at the time of writing this notice, the City will not be opening up the physical location for public access as **City offices are closed to the public**, due to the COVID-19 Coronavirus Pandemic.

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Bid openings for this project will be live-streamed from the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**

While recognizing the importance of public accessibility to the bid openings, and considering public health concerns, in the abundance of caution, the City is requesting that interested parties utilize live streaming as a safe way for vendors and the public to view the bid opening process in lieu of attending the meeting in person.

The public is invited to attend the meeting virtually via the Cisco Webex Meetings platform.

- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from https://www.webex.com/downloads.html/, to view and listen to the meeting, however please make sure to mute your phone/microphone/device's audio and camera as the **public may attend the meeting but will not be allowed to comment or participate in the proceedings.**

If any member of the public requires additional information about this meeting or has any questions about how to access the meeting, please contact:

Danny Benedit, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022
purchasing@ppines.com

1.2 PURPOSE

The City of Pembroke Pines is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to perform a palm tree and hardwood tree trimming service, throughout the Park system, in accordance with the terms, conditions, and specifications contained in this solicitation.

1.3 SCOPE OF WORK

Contractor shall provide palm tree trimming services throughout the parks at the direction of the Director of Recreation and Cultural Arts. Attachment G includes an estimated count of hardwood and palm trees at each park location. The IFB requests a price to cut per tree. The schedule for cutting trees will be established annually by the Director of Recreation and Cultural

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Arts and will be based on need. The estimated annual expense for tree trimming in the parks is $100,000.

Contractor shall follow all ANSI standards in regards to tree pruning and worker safety. Contractor shall have a Broward County Tree Trimmer License at the time of contract acceptance. All workers providing the actual pruning cuts must possess at least a Broward County tree trimmer training certificate when working. All resultant debris shall be promptly removed and disposed of by the Contractor.

Hardwood tree trimming shall be limited to the removal of no more than 25% of the individual tree canopy at any one time. Trimming priorities are as follows in order of highest to lowest: cleaning dead/dying and weakly attached branches, trimming of limbs at least 3' away from structures, thinning canopy for increased wind flow and light penetration, raising lower canopy, and promoting proper tree structure. The Parks Maintenance contractor is responsible for keeping all trees trimmed to ten feet above the floor. This contract will not require lifting for this purpose unless specifically requested by the Project Manager.

Palm trimming shall include the following standard practices but not limited to: seedpod removal, trimming of fronds 3' away from all structures, and removal of brown fronds that hang below a line parallel to the ground (9-3).

All damage created by contractor performance will be repaired to City standards, by contractor.

1.4 PROJECT TIMELINE / PROJECT COST ESTIMATE

Tree trimming services are for various parks throughout the City on an as-needed basis, the City anticipates that the trees will be trimmed once per year. For a list of parks please see **Attachment G: Park Locations and Tree Counts**

- Contract term shall be **for two (2) years, with two (2) additional one (1) year renewal periods.**
- Project Cost Estimate: **$ 120,000**

1.5 PROPOSAL REQUIREMENTS

The www.bidsync.com website allows for vendors to complete, scan and upload their documents as part of the bidder's submittal on the website. Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

1.5.1 Attachment A: Contact Information Form

a. Attached is contact information form (Attachment A) where the vendor will enter their contact information and complete the proposal checklist. The Contact information form shall be electronically signed by the contact person authorized to represent the contractor. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal.

b. The vendor must provide their pricing through the designated line items listed on the BidSync website.

c. Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

d. The contact information form should contain an electronic signature of the authorized representative of the Proposer along with the address and telephone number for communications regarding the Proposal.

e. Proposals by corporations should be executed in the corporate name by the President or other corporate officer accompanied by evidence of authority to sign. The corporate address and state of incorporation must also be shown.

f. Proposals by partnerships should be executed in the partnership name and signed by a partner whose title and the official address of the partnership must be shown.

1.5.2 Attachment B: Non-Collusive Affidavit

1.5.3 Attachment C: Proposer's Qualifications Statement

1.5.4 Attachment F: References Form

a. Complete **Attachment F: References Form**. References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

1.6 VENDOR REGISTRATION AND QUALIFICATION DOCUMENTS

The City has implemented a new process that is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will require vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In

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addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project.

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

These forms will be found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines. Please note that the BidSync website requires bidders to complete all of these qualifications prior to being able to submit questions on any bids, therefore, please make sure to complete this information as soon as possible.

The following documents can be completed prior to the bidding process through the BidSync website and do not need to be attached to your submittal as the BidSync website will automatically include it.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Sworn Statement on Public Entity Crimes Form

1.6.4 Local Vendor Preference Certification

a. If claiming Local Pembroke Pines Vendor Preference, business must attach a current business tax receipt from the City of Pembroke Pines

b. If claiming Local Broward County Vendor Preference, business must attach a current business tax receipt from Broward County or the city within Broward County where the business resides.

c. The Local Vendor Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Local Vendor Preference based on their sub-contractors' qualifications.

1.6.5 Local Business Tax Receipts

1.6.6 Veteran Owned Small Business Preference Certification

a. If claiming Veteran Owned Small Business Preference Certification, business must attach the "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

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b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors' qualifications.

1.6.7 Equal Benefits Certification Form

1.6.8 Vendor Drug-Free Workplace Certification Form

1.6.9 Scrutinized Company Certification

1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the solicitation. Evaluations shall be based upon the information contained in the proposals as submitted.

B. Staff will make a recommendation to the City Commission for award of contract.

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	**October 13, 2020**
Question Due Date	**October 26, 2020**
Anticipated Date of Issuance for the Addenda with Questions and Answers	**October 29, 2020**
Proposals will be accepted until	**2:00 p.m. on November 10, 2020**
Proposals will be opened at	**2:30 p.m. on November 10, 2020**
Evaluation of Proposals by Staff	**TBD**
Recommendation of Contractor to City Commission award	**TBD**

1.9 SUBMISSION REQUIREMENTS

Bids/proposals **must be submitted electronically** at www.bidsync.com **on or before 2:00 p.m. on November 10, 2020.**

Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

The vendor must provide their pricing through the designated lines items listed on the BidSync website. In addition, the vendor must complete any webforms on the BidSync website and

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provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded. **Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package.**

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

SECTION 2 - INSURANCE REQUIREMENTS

2.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or 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. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

2.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

2.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

2.4 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.

2.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

2.6 REQUIRED INSURANCE

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ ☐ 2.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. *(For Construction projects: Increase to ten (10) years and include a Designated Construction Project(s) General Aggregate Limit)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✓ ☐ 2.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

Yes No

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✓ ☐ 2.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

☐ ✗ 2.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of $100,000 per person/$300,000 per occurrence and Property Damage limits of $300,000 per occurrence

Yes No

✓ ☐ 2.6.4 Umbrella/Excess Liability Insurance in the amount of **$2,000,000.00** 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 this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ✗ 2.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than **$1,000,000** per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years.)*

Yes No

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

☐ × 2.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than $1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed. For Construction projects: Increase to ten (10) years)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ × 2.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than $1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ × 2.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than $1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

☐ × 2.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than $1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the

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later of three (3) years after the delivery of goods/services or final payment of this Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ☒ 2.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than $1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ☒ 2.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than $500,000 per occurrence. 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 of this Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. *(Limit to align with size and scope of the Agreement and exposure inherent with operation/services being performed.)*

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

☐ ☒ 2.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and $20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY

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with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

2.7 REQUIRED ENDORSEMENTS

2.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
2.7.2 Waiver of all Rights of Subrogation against the CITY.
2.7.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.
2.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
2.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
2.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

2.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

2.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

2.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

SECTION 3 - GENERAL TERMS & CONDITIONS

3.1 EXAMINATION OF CONTRACT DOCUMENTS

Before submitting a Proposal, each Proposer should (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost or performance of the work, (b) study and carefully correlate the Proposer's observations with the Proposal Documents; and (c) notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the Proposal Documents.

The Proposer, by and through the submission of a Proposal, agrees that Proposer shall be held responsible for having familiarized themselves with the nature and extent of the work and any local conditions that may affect the work to be done and the services, equipment, materials, parts and labor required.

3.2 CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Conditions and Instructions stated herein and specific conditions and instructions contained in specifications, the specifications shall govern.

3.3 ADDENDA or ADDENDUM

A formal solicitation may require an Addendum to be issued. An addendum in some way may clarify, correct or change the original solicitation (i.e. due date/time, specifications, terms, conditions, line item). Vendors submitting a proposal should check the BidSync website for any addenda issued. Vendors are cautioned not to consider verbal modifications to the solicitation, as the addendum issued through BidSync will be the only official method whereby changes will be made.

3.4 INTERPRETATIONS AND QUESTIONS

If the Proposer is in doubt as to the meaning of any of the Proposal Documents, is of the opinion that the Conditions and Specifications contain errors or contradictions or reflect omissions, or has any question concerning the conditions and specifications, the Proposer shall submit a question for interpretation or clarification. The City requires all questions relating to the solicitation be entered through the **"Ask a Question"** option tab available on the BidSync website. Responses to the questions will be provided online at www.bidsync.com. Such request must be received by the **"Question Due Date"** stated in the solicitation. Questions received after **"Question Due Date"** shall not be answered. Interpretations or clarifications in response to such questions will be issued via BidSync. The issuance of a response via BidSync is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

BidSync Support is also available to assist proposers with submitting their proposal and to ensure that proposers are submitting their proposals correctly. Proposers should ensure that they contact they BidSync support line at 1-800-990-9339 with ample time before the bid closing date and time.

For all other questions related to this solicitation, please contact the Purchasing Division at purchasing@ppines.com.

3.5 RULES, REGULATIONS, LAWS, ORDINANCES and LICENSES

The awarded contractor shall observe and obey all laws, ordinances, rules, and regulations of the federal, state, and CITY, which may be applicable to the service being provided. The awarded firm shall have or be responsible for obtaining all necessary permits or licenses required, if necessary, in order to provide this service.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

Bidder warrants by submittal that prices quoted here are in conformity with the latest federal price guidelines, if any.

3.6 WARRANTIES FOR USAGE

Whenever a bid is sought, seeking a source of supply for a specified time for materials or service, the quantities or usage shown are estimated only. No guarantee or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting contracts. These quantities are for bidders information only and will be used for tabulation and presentation of bid.

3.7 BRAND NAMES

If and wherever in the specifications a brand name, make, name of manufacturer, trade name, or vendor catalog number is mentioned, it is for the purpose of establishing a grade or quality of material only. Since the City does not wish to rule out other competition and equal brands or makes, the phrase "OR EQUAL" is added. However, if a product other than that specified is bid, Bidders shall indicate on their proposal and clearly state the proposed substitution and deviation. It is the **vendor's responsibility** to provide any necessary documentation and samples within their bid submittal to prove that the product is equal to that specified. Such samples are to be furnished before the date of bid opening, unless otherwise specified. Additional evidence in the form of documentation and samples may be requested if the proposed brand is other than that specified. The City retains the right to determine if the proposed brand shall be considered as an approved equivalent or not.

3.8 QUALITY

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new, the latest model, of the best quality, and highest grade workmanship, unless otherwise noted.

3.9 SAMPLES

Samples, when requested, must be furnished before, or at the bid opening, unless otherwise specified, and delivered free of expense to the City and if not used in testing or destroyed, will upon request within thirty (30) days of bid award be returned at the bidders expense.

3.10 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Bid in response to this solicitation. All information in the Bid shall be provided at no cost to the City.

3.11 PRICING

Prices should be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.

Bidder warrants by virtue of bidding that prices, terms, and conditions quoted in his bid will be firm for acceptance for a period of ninety (90) days from date of bid opening unless otherwise stated by the City or bidder.

3.12 DELIVERY POINT

All items shall be delivered F.O.B. destination, and delivery cost and charges included in the bid price. Failure to do so may be cause for rejection of bid.

3.13 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

3.14 CONTRACT TIME

By virtue of the submission of the Proposal, Proposer agrees and fully understands that

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the completion time of the work of the Contract is an essential and material condition of the Contract and that time is of the essence. The Successful Proposer agrees that all work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. Failure to complete the work within the time period specified shall be considered a default.

In addition, time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders, or part thereof, without obligation if delivery is not made at the time(s) or place(s) specified.

3.15 COPYRIGHT OR PATENT RIGHTS

Bidder warrants that there have been no violations of copyrights or patent rights in manufacturing, producing, or selling other goods shipped or ordered as a result of this bid, and seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by such violation.

3.16 PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

The Public Entity Crime Affidavit Form, attached to this solicitation, includes documentation that shall be executed by an individual authorized to bind the Proposer. The Proposer further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the City. In the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The City in the event in such termination, shall not incur any liability to the Bidder for any goods, services or materials furnished.

3.17 CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of CITY or any of its agencies. Further, all Proposers must disclose the name of any officer or employee of CITY who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer 's firm or any of its branches or affiliate companies.

3.18 FACILITIES

The City reserves the right to inspect the Bidder's facilities at any time with prior notice.

3.19 ENVIRONMENTAL REGULATIONS

CITY reserves the right to consider Proposer's history of citations and/or violations of environmental regulations in determining a Proposer's responsibility, and further reserves the right to declare a Proposer not responsible if the history of violations warrant such determination. Proposer shall submit with the Proposal, a complete history of all citations and/or violations, notices and dispositions thereof. The non-submission of any such documentation shall be deemed to be an affirmation by the Proposer that there are no citations or violations. Proposer shall notify

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

CITY immediately of notice of any citation or violation that Proposer may receive after the Proposal opening date and during the time of performance of any contract awarded to Proposers.

3.20 SIGNATURE REQUIRED

All proposals must be signed with the firm name and by an officer or employee having authority to bind the company or firm by his signature. FAILURE TO PROPERLY SIGN PROPOSAL SHALL INVALIDATE SAME, AND IT MAY NOT BE CONSIDERED FOR AWARD.

The individual executing this Bid on behalf of the Company warrant to the City that the Company is authorized to do business in the State of Florida, is in good standing and that Company possesses all of the required licenses and certificates of competency required by the State of Florida and Broward County to provide the goods or perform the services herein described.

The signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the City Commission of the City of Pembroke Pines and in case of default on the part of the bidder or contractor after such acceptance, the City of Pembroke Pines may take such action as it deems appropriate including legal action for damages or specific performance.

3.21 MANUFACTURER'S CERTIFICATION

The City of Pembroke Pines reserves the right to request from bidder separate manufacturer certification of all statements made in the proposal.

3.22 MODIFICATION OR WITHDRAWAL OF PROPOSAL

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals.

3.23 PUBLIC BID; BID OPENING AND GENERAL EXEMPTIONS

All submittals received by the deadline will be recorded, and will subsequently be publicly opened on the same business day at 2:30 p.m. at the office of the City Clerk, 4th Floor, 601 City Center Way, Pembroke Pines, Florida, 33025.

All Proposals received from Proposers in response to the solicitation will become the property of CITY and will not be returned to the Proposers. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of CITY. Proposers are requested to identify specifically any information contained in their Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

Pursuant to Section 119.071 of the Florida Statutes, sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier.

Therefore, bidders will not be able to procure a copy of their competitor's bids until an intended decision is reached or 30 days has elapsed since the time of the bid opening.

However, pursuant to Section 255.0518 of the Florida Statutes, when opening sealed bids that are received pursuant to a competitive solicitation for **construction or repairs on a public building or public work**, the entity shall:

(a) Open the sealed bids at a public meeting.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

(b) Announce at that meeting the name of each bidder and the price submitted in the bid.
(c) Make available upon request the name of each bidder and the price submitted in the bid.

For solicitations that are **not** for **"construction or repairs on a public building or public work"** the City shall not reveal the prices submitted in the bids until an intended decision is announced or until 30 days from the opening, whichever is earlier.

3.24 RESERVATIONS FOR REJECTION AND AWARD

The City of Pembroke Pines reserves the right to accept or reject any and all bids or parts of bids, to waive irregularities and technicalities, and to request rebids. The City also reserves the right to award a contract on such items(s) or service(s) the City deems will best serve its interests. All bids shall be awarded to the most responsive/responsible bidder, provided the (City) may for good cause reject any bid or part thereof. It further reserves the right to award a contract on a split order basis, or such combinations as shall best serve the interests of the City unless otherwise specified. No premiums, rebates or gratuities permitted, either with, prior to, or after award. This practice shall result in the cancellation of said award and/or return of items (as applicable) and the recommended removal of bidder from bid list(s).

3.25 BID PROTEST

Any protests or challenges to this competitive procurement shall be governed by Section 35.38 of the City's Code of Ordinances.

3.26 INDEMNIFICATION

The Successful Proposer shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the subsequent indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Successful Proposer under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

Additional indemnification requirements may be included under Special Terms and Conditions and/or as part of a specimen contract included in the solicitation package.

General Indemnification: To the fullest extent permitted by laws and regulations, Successful Proposer shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of the Successful Proposer or his subcontractors, agents, officers, employees or independent contractors pursuant to or in the performance of the Contract.

Patent and Copyright Indemnification: Successful Proposer agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any invention, process, material, property or other work manufactured or used in connection with the performance of the Contract, including its use by CITY.

3.27 DEFAULT PROVISION

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

In the case of default by the bidder or contractor, the City of Pembroke Pines may procure the articles or services from any other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the Award, to furnish required documents, and/or to fulfill any portion of the contract within the time stipulated. Upon default by the successful Bidder to meet any terms of this agreement, the City will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Contractor's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the City notifying in writing the Contractor of its intentions and the effective date of the termination. The following shall constitute default:

A. Failure to perform the Work required under the contract and/or within the time required or failing to use the subcontractor, entities and personnel as identified and set forth, and to the degree specified in the contract.

B. Failure to begin the Work under this Bid within the time specified.

C. Failure to perform the Work with sufficient Workers and equipment or with sufficient materials to ensure timely completion.

D. Neglecting or refusing to remove materials or perform new Work where prior Work has been rejected as non-conforming with the terms of the contract.

E. Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful Bidder incapable of performing the Work in accordance with and as required by the contract.

F. Failure to comply with any of the terms of the contract in any material respect.

In the event of default of a contract, the successful Bidder shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Bidder shall pay the City for any and all costs incurred in ensuing the completion of the project.

Additional provisions may be included in the specimen contract.

3.28 ACCEPTANCE OF MATERIAL

The material delivered under this proposal shall remain the property of the seller until a physical inspection and actual usage of this material and/or services is made and thereafter accepted to the satisfaction of the City and must comply with the terms herein, and be fully in accord with specifications and of the highest quality. In the event the material and/or services supplied to the City are found to be defective or do not conform to specifications, the City reserves the right to cancel the order upon written notice to the seller and return product to seller at the sellers expense.

3.29 LOCAL GOVERNMENT PROMPT PAYMENT ACT

The City complies with Florida Statute 218.70, Local Government Prompt Payment Act.

3.30 SCRUTINIZED COMPANIES LIST

In accordance with Florida Statue 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:

(a) Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, or is engaged in a boycott of Israel; or

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

(b) One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

1. Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

2. Is engaged in business operations in Syria.

By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies that boycott Israel List, Scrutinized Companies with activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.

3.31 PUBLIC RECORDS; TRADE SECRET, PROPRIETARY AND CONFIDENTIAL SUBMITTALS

The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, 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 which the Proposer claims is 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 response to the solicitation constitutes a Trade Secret.

Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BIDSYNC WEBSITE AS A SEPARATE ATTACHMENT CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.

The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

3.32 PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES

It is hereby made part of this solicitation that the submission of any bid response to this advertised request constitutes a bid made under the same or similar terms and conditions, for the same price, or better price, to other government agencies if agreeable by the bidder and the government agency.

At the option of the vendor/contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the vendor/contractor to use this contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received, and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

3.33 CONE OF SILENCE

Prohibited Communication: In accordance with the Cone of Silence Ordinance, Section 35.40 of the City's Code of Ordinances, during the course of a sealed competitive solicitation, a cone of silence shall be in effect between:

(1) Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a sealed competitive solicitation or that is subject to being evaluated or having its response evaluated in connection with a sealed competitive solicitation, including a person or entity's representative; and

(2) The City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a sealed competitive solicitation, including any member of the selection/evaluation committee.

Effective Dates: A cone of silence shall be in effect during a sealed competitive solicitation process beginning upon the advertisement for the sealed competitive solicitation or during such other procurement activities as declared by the City Commission, and shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the sealed competitive solicitation, or takes other action which ends the sealed competitive solicitation process.

Permitted communication: The cone of silence shall not apply to:

(1) Written or oral communications with legal counsel for the city, the Procurement Department staff for the city, and the person or persons designated in the sealed competitive solicitation as the contact person for clarification or information related to the sealed competitive solicitation.

(2) Public presentations, asking questions, or providing feedback at pre-bid meetings, site visits or conferences or at a selection, evaluation or negotiation meeting related to the sealed competitive solicitation.

(3) Contract negotiations with the selected entity.

Violations: Any action in violation of this section shall be cause for disqualification of the bid or the proposal.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

SECTION 4 - SPECIAL TERMS & CONDITIONS

4.1 OWNER'S CONTINGENCY

While the specifications contained in this solicitation and any ensuing Purchase Orders or contracts have incorporated all anticipated work to be accomplished, there may be unanticipated work required of the vendor in conjunction with a specific project. For this reason, the City Commission may award a project with an "Owner's Contingency". This contingency or allowance authorizes the City execute change orders up to the amount of the contingency without the need to obtain additional Commission approval. The Owner's Contingency is usually based on a specified percent of the proposed project amount and is established for the specific project being performed under the contract. This dollar amount shall be shown on the specific project purchase order as a distinct item from the vendor's overall offer to determine the total potential dollar value of the contract. It is hereby understood and agreed that the vendor shall not expend any dollars in connection with the Owner's Contingency without the expressed prior approval of the City's authorized representative. Any Owner's Contingency funds that have not been utilized at the end of the project will remain with the Owner, the contractor shall only be paid for the proposed project cost as approved by the City Commission along with any Owner Contingency expenses that were approved by the City's authorized representative.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **RE-20-08** titled **"Parks Tree Trimming Services"** attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:

STREET ADDRESS:

CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:

E-MAIL:

TELEPHONE: FAX:

SIGNATURE:

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 "Proposal Requirements" of the bid package?

Attachment A - Contact Information Form	Yes ☐
Attachment B - Non-Collusive Affidavit	Yes ☐
Attachment C - Proposer's Completed Qualification Statement	Yes ☐
Attachment F - References Form	Yes ☐

Did you make sure to update the following documents found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes ☐

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

Form W-9 (Rev. October 2018)	Yes ☐
Sworn Statement on Public Entity Crimes Form	Yes ☐
Local Vendor Preference Certification	Yes ☐
Local Business Tax Receipts	Yes ☐
Veteran Owned Small Business Preference Certification	Yes ☐
Equal Benefits Certification Form	Yes ☐
Vendor Drug-Free Workplace Certification Form	Yes ☐
Scrutinized Company Certification	Yes ☐

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Tree trimming services are for various parks throughout the City on an as-needed basis, the City anticipates that the hardwood trees will be trimmed every three to four years and the palm trees will be trimmed every one to two years. For a list of parks please see **Attachment G: Park Locations and Tree Counts**

m #	Item Description	Estimated Number of Trees Per Year	Unit Price
1)	Total cost to provide tree trimming services for one hardwood tree per the specifications included in this IFB	450	Price to be Submitted Via BidSync
2)	Total cost to provide tree trimming services for one palm tree per the specifications included in this IFB	1764	Price to be Submitted Via BidSync

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

NON-COLLUSIVE AFFIDAVIT

BIDDER is the
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm 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 have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature

Title

Name of Company

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:

PROPOSER'S License Number:
(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business

State the number of years your firm has been in business under your present business name

State the number of years your firm has been in business in the work specific to this solicitation:

Names and titles of all officers, partners or individuals doing business under trade name:

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.

At what address was that business located?

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

Have you ever failed to complete work awarded to you. If so, when, where and why?

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

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.

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY 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 CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

(Company Name)

(Printed Name/Signature)

Attachment D

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

YOUR COMPANY NAME HERE

INSURER A:
INSURER B:
INSURER C:
INSURER D:
INSURER E:

Companies providing coverage

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: policy ☐ project ☐ loc	**Must Include General Liability**			EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	**SAMPLE CERTIFICATE**			
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
	EXCESS LIABILITY OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

Certificate must contain wording similar to what appears below

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCL

"THE CERTIFICATE HOLDER IS NAMED AS ADDITIONALLY INSURED WITH REGARD TO GENERAL LIABILITY"

CERTIFICATE HOLDER

City of Pembroke Pines
601 City Center Way
Pembroke Pines FL 33025

ADDITIONAL INSURED; INSURER LETTER:

City Must Be Named as Certificate Holder

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (7/97)

(DACORD CORPORATION 1988

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CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated the _____ day of _____, **«Contract_Signature_Year»** by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

«Vendor_Name_Upper_Case», a **«Vendor_Business_Type»**, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **«Vendor_Address_Line_1», «Vendor_Address_Line_2»** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **«Solicitation_Advertisement_Date»,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **«Service_Description»** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

«Solicitation_Type_Abbreviation» # «Solicitation_Number»
"«Solicitation_Title»"

1.2 On **«Bid_Opening_Date»,** the bids were opened at the offices of the City Clerk.

1.3 On **«Commission_Award_Date»,** the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **«Service_Description»,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **"«Solicitation_Type_Abbreviation» # «Solicitation_Number»",** attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B"**. CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **«Service_Description»,** as more specifically described in **Exhibit A**.

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3
TERM AND TERMINATION

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **«Initial_Contract_Length»** period commencing on **«Commencement_Date»** and ending on **«Termination_Date».**

3.2 This Agreement may be renewed for **«Contract_Renewal_Terms»** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **«Termination_for_Convenience»** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 *Default by CONTRACTOR*: 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.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on a **«Compensation_Type» «Compensation_Amount_Written» («Compensation_Amount_Numerical»),** which includes an owner's contingency fee of **«Contingency_Fee_Written» («Contingency_Fee_Numerical»),** payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be

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based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

4.3 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.4 **Method of Billing and Payment.**

4.4.1 The CITY shall within thirty (30) days, from the date the City's Public Service Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY's Public Services Director or his/her assignees.

4.4.2 Payment will be made to CONTRACTOR at:

«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
RESERVED

ARTICLE 7
INDEMNIFICATION

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, consultants, separate contractors, any of their subcontractors, sub-subcontractors, agents and employees 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 performance

of the work or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

7.4 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8
INSURANCE

8.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or 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 attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

8.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage.

8.6.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B $500,000 Each Accident

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$500,000 Disease – Policy Limit
$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

8.6.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

8.6.5 Sexual Abuse may not be excluded from any policy.

8.7 REQUIRED ENDORSEMENTS

8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
8.7.2 Waiver of all Rights of Subrogation against the CITY
8.7.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
8.7.4 CONTRACTORs' policies shall be Primary & Non-Contributory
8.7.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

8.9 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of

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such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.10 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

ARTICLE 9
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

9.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10
INDEPENDENT CONTRACTOR

10.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

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ARTICLE 11
UNCONTROLLABLE FORCES

11.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

11.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 12
AGREEMENT SUBJECT TO FUNDING

12.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 13
GOVERNING LAW AND VENUE

13.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 14
SIGNATORY AUTHORITY

14.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 15
MERGER; AMENDMENT

15.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

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ARTICLE 16
DEFAULT OF CONTRACT & REMEDIES

16.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

16.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS ($500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

16.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

16.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

16.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

16.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

16.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

16.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

16.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

16.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

16.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR 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 Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR has the CONTRACTOR continued to perform the services under the Agreement.

16.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

16.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 17
BANKRUPTCY

17.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 18
DISPUTE RESOLUTION

18.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

18.2 **Operations During Dispute.**

18.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

18.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

18.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 19
PUBLIC RECORDS

19.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

19.1.1 Keep and maintain public records required by the CITY to perform the service;

19.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 16**.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com

ARTICLE 20
MISCELLANEOUS

20.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

20.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the

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rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

20.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

20.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

20.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

20.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

Contractor **«Vendor_Contact_Title»**
«Vendor_Name»
«Vendor_Address_Line_1»
«Vendor_Address_Line_2»
E-mail: **«Vendor_Email»**
Telephone No: **«Vendor_Phone_Number»**
Cell phone No: **«Vendor_Cell_Number»**
Facsimile No: **«Vendor_Fax_Number»**

20.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

20.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

20.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

20.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

20.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be 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 RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

20.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

20.13 **Disputes**. Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

20.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

20.15 **Protection of City Property.** 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.

20.16 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

20.17 **Compliance with Statutes.** 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: **specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district**.

20.18 **Additional Background Screening Requirements.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies, the CONTRACTOR shall ensure that all employees that are proving services to the CITY, shall complete and pass a **Level II background check**.

20.19 **Scrutinized Companies.** CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONTRACTOR agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONTRACTOR, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

By: _____

MARLENE D. GRAHAM, CITY CLERK

CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

_____

Name: _____
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

«Vendor_Name_Upper_Case»

By: _____
Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **«Vendor_Name»**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **«Vendor_Name»** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____day of _____, **«Contract_Signature_Year»**.

_____
NOTARY PUBLIC

_____
(Name of Notary Typed, Printed or Stamped)

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REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

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DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

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Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

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Name of Firm, City, County or Agency:

Address:

City/State/Zip:

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

Contact Name: Title:

E-Mail Address:

Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency:

Address:

City/State/Zip:

Contact Name: Title:

E-Mail Address:

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A
Telephone: Fax:

Project Information:

Name of Contractor Performing the work:

Name and location of the project:

Nature of the firm's responsibility on the project:

Project duration: Completion (Anticipated) Date:

Size of project: Cost of project:

Work for which staff was responsible:

Contract Type:

The results/deliverables of the project:

Estimated Tree Counts for Pembroke Pines Parks

East Side Parks	Address	Hardwood Estimated Count	Palm Tree Estimated Count
108th Avenue Kiddie Park	NW 108th Avenue & 19th Street	4	0
111th Avenue Kiddie Park	NW 111th Avenue & 18th Place	15	0
Ashley Hale Park	NW 106th Terrace & 118th Place	33	2
Ben Fiorendino Pembroke Lakes Park	10211 Taft Street	47	47
Cinnamon Place Park	8600 Pembroke Road	51	13
Craig Rupp K-9 Dog Park/ Linear Park	9751 Johnson Street	11	12
Flamingo Park	1900 NW 122nd Terrace	108	69
Fletcher Park	7900 Johnson Street	43	14
Fletcher Art & Culture Center	7960 Johnson Street		10
Jack McCluskey Park	9201 NW 19th Street	20	4
John Fahey Park	NW 98th Avnue & Johnson Street	8	2
Maxwell Park	1200 SW 72nd Avenue	8	12
Memorial Park	601 City Center Way	34	0
Pasadena Park	8815 Pasadena Blvd.	53	11
Pembroke Lakes Golf Course and Tennis Center Parking Lot (No Trees on the Golf Course)	10500 Taft Street	29	160
Pembroke Pines Boat Yard	Pembroke Road and 108th Ave	0	6
Pines Recreation	7400 Pines Blvd.	106	67
Raintree Park	Hiatus Road and Washington Ave	19	0
Studio 18	1101 Poinciana Drive	18	14
Tanglewood Park	9500 SW 1st Street	16	30
Walnut Creek Park	7701 Taft Street	40	38

West Side Parks	Address	Hardwood Estimated Count	Palm Tree Estimated Count
Alahambra Park	100 SW 198th Terrace	20	3
Chapel Trail Nature Preserve	19800 Sheridan Street	0	0
Chapel Trail Soccer Park	19531 Taft Street	142	2
Josias Dog Park	5836 SW 193rd Way, SW Ranches	5	0
Pembroke Shores Park	501 SW 172nd Avenue	138	50
Rose Price Park	901 NW 208th Avenue	59	228
Silver Lakes North	2300 NW 172nd Avenue	91	242
Silver Lakes South	17601 SW 2nd Street	73	235
Spring Valley	1700 NW 160th Avenue	103	35
William B. Armstrong	1700 NW 160th Avenue	125	76
Towngate Park	901 NW 155th Avenue	81	156
Walden Lakes Park	20460 SW 1st Street	69	17
Walter C. Young	1361 NW 12th Avenue	49	13
YMCA Aquatic Center	1361 NW 129th Avenue	56	77
West Pines Soccer Park	350 SW 196th Avenue	230	119

Total		1904	1764

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PEMBROKE PINES
CITY COMMISSION

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Jay D. Schwartz
VICE MAYOR
DISTRICT 2
954-450-1030
jschwartz@ppines.com

Thomas Good, Jr.
COMMISSIONER
DISTRICT 1
954-450-1030
tgood@ppines.com

Angelo Castillo
COMMISSIONER
DISTRICT 4
954-450-1030
acastillo@ppines.com

Iris A. Siple
COMMISSIONER
DISTRICT 3
954-450-1030
isiple@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

October 20, 2020

Addendum # 1
City of Pembroke Pines
IFB # RE-20-08 Parks Tree Trimming Services

The following addendum is provided as a response to Question 1. Please note that the previous bid was for seasonal work and only included palm trees.

Item #1
Bid Tabulation for IFB#RE-18-06 Parks Seasonal Palm Service

Item#2
Contract for IFB#RE-18-06 Parks Seasonal Palm Service

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Pricing by Supplier

BidSync Periscope

Bid #RE-18-06 - Parks Seasonal Palm Service

Creation Date **Mar 28, 2018**
Start Date **Mar 29, 2018 7:19:46 AM EDT**
End Date **Apr 24, 2018 2:00:00 PM EDT**
Awarded Date **Not Yet Awarded**

Superior Landscaping & Lawn Service, Inc. — **$29,960.00 (5/5 items)**

Bid Contact **Maria Valdes**
superlandscape@bellsouth.net
Ph 305-634-0717
Fax 305-634-0744

Address **PO Box 35-0095**
Miami, FL 33135-0095

Agency Notes:
Supplier Notes:

Item #	Line Item	Unit Price	Qty/Unit	Total Price
RE-18-06-01-01	Chinese Fan Palms - First Offer	$15.00	66 / each	$990.00
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**		
RE-18-06-01-02	Sabal Palm - First Offer	$25.00	900 / each	$22,500.00
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**		
RE-18-06-01-03	Queen Palm - First Offer	$15.00	111 / each	$1,665.00
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**		
RE-18-06-01-04	Washingtonia Palm - First Offer	$25.00	9 / each	$225.00
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**		
RE-18-06-01-05	Royal Palm - First Offer	$20.00	229 / each	$4,580.00
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**		

ADFS, LLC — **$30,245.00 (5/5 items)**

Bid Contact **Jason Taylor**
jtaylor@adfsllc.com
Ph 850-326-1236

Address **CHIPLEY, FL 32428**

Agency Notes:
Supplier Notes:

Item #	Line Item	Unit Price	Qty/Unit	Total Price
RE-18-06-01-01	Chinese Fan Palms - First Offer	$23.00	66 / each	$1,518.00
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**		
RE-18-06-01-02	Sabal Palm - First Offer	$23.00	900 / each	$20,700.00
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**		
RE-18-06-01-03	Queen Palm - First Offer	$23.00	111 / each	$2,553.00
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**		
RE-18-06-01-04	Washingtonia Palm - First Offer	$23.00	9 / each	$207.00
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**		
RE-18-06-01-05	Royal Palm - First Offer	$23.00	229 / each	$5,267.00
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**		

DynaServ — **$31,993.95 (5/5 items)**

Bid Contact **Elias Cortez**
elias_cortez@dynaservfl.com
Ph 954-476-7888
Fax 954-476-7888
Bid Notes **Total Cost per year**
first year $31.999.95

Address **990 S Flamingo Rd**
Davie, FL 33325

Second Year $31,494.25
Third Year $30,994.55
Last Year $30,494.85

Agency Notes:	**Supplier Notes:** Total Cost per year first year $31.999.95 Second Year $31,494.25 Third Year $30,994.55 Last Year $30,494.85

Item #	Line Item	Unit Price	Qty/Unit	Total Price
RE-18-06--01-01	Chinese Fan Palms - First Offer	$24.33	66 / each	$1,605.78
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** $24.33 First Year of Contract $23.95 Second Year of Contract $23.57 Third Year of Contract $23.19 Final Year of Contract		
RE-18-06--01-02	Sabal Palm - First Offer	$24.33	900 / each	$21,897.00
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** $24.33 First Year of Contract $23.95 Second Year of Contract $23.57 Third Year of Contract $23.19 Final Year of Contract		
RE-18-06--01-03	Queen Palm - First Offer	$24.33	111 / each	$2,700.63
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** $24.33 First Year of Contract $23.95 Second Year of Contract $23.57 Third Year of Contract $23.19 Final Year of Contract		
RE-18-06--01-04	Washingtonia Palm - First Offer	$24.33	9 / each	$218.97
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** $24.33 First Year of Contract $23.95 Second Year of Contract $23.57 Third Year of Contract $23.19 Final Year of Contract		
RE-18-06--01-05	Royal Palm - First Offer	$24.33	229 / each	$5,571.57
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** $24.33 First Year of Contract $23.95 Second Year of Contract $23.57 Third Year of Contract $23.19 Final Year of Contract		

Rangeley Lawn & Property Maintenance, INC. **$34,852.00 (5/5 items)**

Bid Contact **Enrique Rodriguez**
distinctiveproperty2018@hotmail.com
Ph 954-851-6363

Address **3859 JASMINE LANE**
CORAL SPRINGS, FL 33065

Bid Notes **all debris removal is included.**

Agency Notes:	**Supplier Notes:** all debris removal is included.

Item #	Line Item	Unit Price	Qty/Unit	Total Price
RE-18-06--01-01	Chinese Fan Palms - First Offer	$27.00	66 / each	$1,782.00
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**		
RE-18-06--01-02	Sabal Palm - First Offer	$26.00	900 / each	$23,400.00
Product Code: **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**		
RE-18-06--01-03	Queen Palm - First Offer	$27.00	111 / each	$2,997.00
Product Code:		**Supplier Product Code:**		

Agency Notes:		Supplier Notes:		
RE-18-06-01-04	Washingtonia Palm - First Offer	$29.00	9 / each	$261.00
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		
RE-18-06-01-05	Royal Palm - First Offer	$28.00	229 / each	$6,412.00
Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		

Close

Questions? Contact a BidSync representative: 800-990-9339 or email: support@bidsync.com

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DATE: 4/24/2018

SEALED BID FOR: RE-18-06 - Parks Seasonal Palm Service

COMPANY NAME	AMOUNT

PRESENT:

CHARLES F. DODGE, CITY MANAGER

MARLENE GRAHAM, CITY CLERK

DEBRA E. ROGERS, DEPUTY CITY CLERK

MARK GOMEZ, PURCHASING MANAGER

DANNY BENEDIT, PURCHASING DEPARTMENT

OTHERS:

ORIGINAL BIDS RELEASED TO:

_____ ON _____

City of Pembroke Pines
Bid Tabulation - Procurement
IFB #RE-18-06
Parks Seasonal Palm Service

Vendor	Superior Landscaping & Lawn Service, Inc.	ADS, LLC	DynaServ Florida LLC	Rangeley Lawn & Property Maintenance, Inc.
Contact Information (From Attachment A)	**Company Information:** 2200 NW 23rd Avenue Miami, FL 33142 **Primary Contact:** Jesenia Otero - Estimator Phone: (305) 634-0717 Fax: (305) 634-0744 superlandscape@bellsouth.net **Authorized Approver:** Same As Above	**Company Information:** P.O. Box 321 Chipley, FL 32428 **Primary Contact:** Jason Tyler - VP of Contracts & Project Development Phone: (850) 326-1236 Fax: N/A jtaylor@adfsllc.com **Authorized Approver:** Same As Above	**Company Information:** 990 South Flamingo Road Davie, FL 33325 **Primary Contact:** Elias Cortez - VP of Operations Phone: (954) 476-7888 Fax: (954) 476-7010 elias_cortez@dynaservfl.com **Authorized Approver:** Paul See - VP of Operations paul_see@dynaservfl.com	**Company Information:** 3859 Jasmine Lane Coral Springs, FL 33065 **Primary Contact:** Enriquez Rodriguez - Manager Phone: (954) 232-5956 Fax: N/A distinctiveproperty2018@hotmail.com **Authorized Approver:** Same As Above
Attachment A - Contact Information Form	Yes.	Yes.	Yes.	Yes.
Attachment B - Vendor Information Form and W-9	Did not provide.	Did not provide.	Did not provide.	Yes.
Attachment C - Non-Collusive Affidavit	Yes.	Yes.	Yes.	Yes.
Attachment D - Sworn Statement on Public Entity Crimes Form	A. Neither the entity nor any officers who are acitve in management nor any affiliate have been charged with a public entity crime.	A. Neither the entity nor any officers who are acitve in management nor any affiliate have been charged with a public entity crime.	No items selected.	A. Neither the entity nor any officers who are acitve in management nor any affiliate have been charged with a public entity crime.
Attachment E - Local Vendor Preference Certification	Claiming Local Vendor Preference Certification as a Broward County Vendor. - (Did not submit Broward County Local Business Tax Receipt)	Does not qualify for Local Vendor Preference Certification.	Claiming Local Vendor Preference Certification as a Broward County Vendor. - (Did not submit Broward County Local Business Tax Receipt)	Claiming Local Vendor Preference Certification as a Broward County Vendor. - (Did not submit Broward County Local Business Tax Receipt)
Attachment F - Veteran Owned Small Business Preference Certification	Does not qualify for VOSB Preference Certification.	Does not qualify for VOSB Preference Certification.	Does not qualify for VOSB Preference Certification.	Does not qualify for VOSB Preference Certification.
Attachment G - Equal Benefits Certification Form	Currently complies.	Currently complies.	Currently complies.	Currently complies.
Attachment H - Proposer's Completed Qualification Statement	Yes.	Yes.	Yes.	Yes.
Attachment K - References Form	Yes.	Yes.	Yes.	Yes.
Additional Information	None provided.	None provided.	Proposal	Sample Signed Contract and Parks & Recreation Facility List with Addresses.
Bid Security (N/A, Bid Bond, Cashier's Check, Not Submitted)	N/A	N/A	N/A	N/A
Method of Submittal	BidSync	BidSync	BidSync	BidSync
Supplier Notes for Offer	None provided.	None provided.	Total Cost per year first year $31.999.95 Second Year $31,494.25 Third Year $30,994.55 Last Year $30,494.85	All debris removal is included.
Comments				

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CONTRACTUAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, dated the 20th day of August, **2018**, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

DYNASERV FLORIDA, LLC, a Company, authorized to do business in the State of Florida, with a business address of **990 S. Flamingo Road, Davie, FL 33325** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **March 29, 2018,** the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **a seasonal Palm trimming service throughout the Parks system** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

IFB #RE-18-06
"Parks Seasonal Palm Service"

1.2 On **April 24, 2018,** the bids were opened at the offices of the City Clerk.

1.3 On **August 1, 2018, pursuant to Section 35.18(C)(8) "Best interest of the City,"** the CITY awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter

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into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2
SERVICES AND RESPONSIBILITIES

2.1 CONTRACTOR hereby agrees to perform the services for the **seasonal Palm trimming service throughout the Parks system,** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, ("Property") in accordance with the Scope of Services outlined in the specifications, **"IFB #RE-18-06",** attached hereto and made a part hereof as **Exhibit "A"** and CONTRACTOR's response thereto, attached hereto and made a part hereof as **Composite Exhibit "B".** CONTRACTOR agrees to do everything required by this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 CONTRACTOR shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. CONTRACTOR shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. CONTRACTOR shall at all times have a competent field supervisor on the job site to enforce these policies and procedures at the CONTRACTOR'S expense.

2.4 CONTRACTOR shall schedule regular meetings with the CITY representatives at least once a month to discuss the progress of the work and maintenance of the **seasonal Palm trimming service throughout the Parks system,** as more specifically described in **Exhibit A.**

2.5 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement.

2.6 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.7 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are

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applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

ARTICLE 3
TERM AND TERMINATION

3.1 CONTRACTOR shall perform the maintenance services associated with the Property as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial **two (2) year** period commencing on **Date of Execution** and ending **two (2) years from date of execution.**

3.2 This Agreement may be renewed for **two (2) additional two (2) year terms** upon mutual consent, evidenced by a written Amendment to this Agreement extending the term thereof.

3.3 *Post Contractual Obligations:* In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month to month basis until the CITY establishes a new contract for services.

3.4 *Termination for Convenience:* This Agreement may be terminated by CITY for convenience, upon **thirty (30) days** of written notice by the terminating party to the other party for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 *Default by CONTRACTOR*: 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.

ARTICLE 4
COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY hereby agrees to compensate CONTRACTOR for all services performed by CONTRACTOR pursuant to the provisions of this Agreement.

4.2 Based on an amount **NOT TO EXCEED THIRTY ONE THOUSAND NINE HUNDRED NINETY THREE DOLLARS AND NINETY FIVE CENTS ($31,993.95),** payable in monthly payments for actual services performed for maintenance services. Future price adjustments, up or down shall be based on a nationally recognized or published index, including fuel surcharge adjustments, relevant to providing these services.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

4.3 The CITY shall within thirty (30) days, from the date the City's Recreation and Cultural Arts Director approves the Application for Payment, pay the CONTRACTOR the amount approved by the City Recreation and Cultural Arts Director or his or her assignees.

4.4 All payments shall be governed by the Florida Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

ARTICLE 5
CHANGES IN SCOPE OF WORK

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described in **Exhibit "A,"** to be provided under this Agreement as described in Article 2 of this Agreement. These changes will affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work.

5.2 In no event will the CONTRACTOR be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

ARTICLE 6
INDEMNIFICATION

6.1 The CONTRACTOR shall indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants, assigns and employees, from and against any and all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, by reason of, or resulting from the CONTRACTOR's acts, errors, or omissions or the failure of the CONTRACTOR to take out and maintain insurance as required under this Agreement.

6.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

6.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

6.4 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

ARTICLE 7
INSURANCE

7.1 The CONTRACTOR shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONTRACTOR or its employees, agents, servants, partners principals or 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 attorney's fees which may issue thereon. The CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

7.2 CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the CONTRACTOR allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

7.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

7.4 Policies shall be endorsed to provide the CITY thirty (30) days notice of cancellation or the CONTRACTOR shall obtain written agreement from its Agent to provide the CITY thirty (30) days notice of cancellation.

7.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the CONTRACTOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

7.6 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

7.7 REQUIRED INSURANCE

7.7.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - $1,000,000
2. Fire Damage Limit (Damage to rented premises) - $100,000
3. Personal & Advertising Injury Limit - $1,000,000
4. General Aggregate Limit - $2,000,000
5. Products & Completed Operations Aggregate Limit - $2,000,000
6. Environmental/Pollution Liability Limit - $1,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.

7.7.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation:	Coverage A –	Statutory
2. Employers Liability:	Coverage B	$500,000 Each Accident
		$500,000 Disease – Policy Limit
		$500,000 Disease – Each Employee

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption along with a written request for CITY to exempt CONTRACTOR, written on CONTRACTOR letterhead.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

7.7.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
   Combined Single Limit (Each Accident) - $1,000,000
2. Hired Autos (Symbol 8)
   Combined Single Limit (Each Accident) - $1,000,000
3. Non-Owned Autos (Symbol 9)
   Combined Single Limit (Each Accident) - $1,000,000

7.7.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than $1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract.

7.7.5 Sexual Abuse may not be excluded from any policy.

7.8 REQUIRED ENDORSEMENTS

7.8.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
7.8.2 Waiver of all Rights of Subrogation against the CITY
7.8.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
7.8.4 CONTRACTORs' policies shall be Primary & Non-Contributory
7.8.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
7.8.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

7.9 CONTRACTOR shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

7.10 Any insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

7.11 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

ARTICLE 8
NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

8.1 During the performance of the Agreement, neither CONTRACTOR nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that he/she/it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 9
INDEPENDENT CONTRACTOR

9.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, H.U.D., or United States policies, rules or regulations relating to the use of CONTRACTOR's Funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 10
UNCONTROLLABLE FORCES

10.1 Neither CITY nor CONTRACTOR 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

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

"Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

10.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 11
AGREEMENT SUBJECT TO FUNDING

11.1 This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 12
VENUE

12.1 This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement shall be in Broward County, Florida.

ARTICLE 13
SIGNATORY AUTHORITY

13.1 CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signator for CONTRACTOR has the authority to enter into this Agreement.

ARTICLE 14
MERGER; AMENDMENT

14.1 This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 15
DEFAULT OF CONTRACT & REMEDIES

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

15.1.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

15.1.2 **Liquidated Damages.** As a breach of the service provided by this Agreement would cause serious and substantial damage to CITY Property, and the nature of this Agreement would render it impracticable or extremely difficult to fix the actual damage sustained by CITY by such breach, it is agreed that, in case of breach of service wherein CONTRACTOR fails to maintain the Property, leaving the said property in disrepair, CITY may elect to collect liquidated damages for each such breach, and CONTRACTOR will pay CITY as liquidated damages, and not as penalty, FIVE HUNDRED DOLLARS ($500.00) for every day of such malfunction. This sum is the agreed upon amount by which CITY will be damaged by the breach of such service. An election to seek such remedies shall not be construed as a waiver of any legal remedies CITY may have as to any subsequent breach of service under this Agreement.

15.1.3 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, or if the work exhibits poor workmanship, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance and the quality of workmanship.

15.2 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

15.2.1. The abandonment of the Property by CONTRACTOR for a period of more than seven (7) business days.

15.2.2 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the Public Services Director relative thereto.

15.2.3. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) day period and thereafter diligently prosecutes such cure to completion.

15.2.4. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

15.2.5. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) days.

15.3 **Remedies in Default.** In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct him to comply with all provisions of the Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

15.3.1. Upon such declaration of default, all payments remaining due CONTRACTOR 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 Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR has the CONTRACTOR continued to perform the services under the Agreement.

15.3.2. If such Surety fails to perform, the CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

15.3.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

ARTICLE 16
BANKRUPTCY

16.1 It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 17

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

DISPUTE RESOLUTION

17.1 **Arbitration.** In addition to any other remedy provided hereunder, CITY, at its option, may use arbitration to resolve any controversy or claim arising out of or relating to this Agreement if arbitration is elected by CITY. Any controversy or claim arising out of or relating to this Agreement, or breach thereof, may be settled by arbitration in accordance with the rules of the American Arbitration Association and judgment upon the award rendered by the arbitrators may be entered into by any court having jurisdiction thereof. In the event arbitration is elected by CITY, such controversy or claim shall be submitted to one arbitrator selected from the National Panel of The American Arbitration Association.

17.2 **Operations During Dispute.**

17.2.1 In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute.

17.2.2 CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

17.2.3 Notwithstanding the other provisions in this Section, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 18
PUBLIC RECORDS

18.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

18.1.1 Keep and maintain public records required by the CITY to perform the service;

18.1.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

18.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

18.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

18.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth in **Article 15.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com

ARTICLE 19
MISCELLANEOUS

19.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

19.2 **Legal Representation.** It is acknowledged that each party to this agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

19.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries.

19.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

19.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

19.6 **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, CONTRACTOR and CITY designate the following as the respective places for giving of notice:

CITY
Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To:
Samuel S. Goren, City Attorney
Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

Contractor **Paul See, President**
DynaServ Florida, LLC.
990 S. Flamingo Road
Davie, FL 33325
E-mail: **Paul_See@dynaservfl.com**
Telephone No: **(954) 476-7888**
Facsimile No: **(954) 476-7010**

19.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

19.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

19.9 **Exhibits.** Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.

19.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

19.11 **Entire Agreement and Conflicts:** This Agreement is intended by the parties hereto to be 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 RFP and the CONTRACTOR's bid proposal, this Agreement shall govern, then the RFP, and then the bid proposal.

19.12 **Waiver.** Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be constructed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

19.13 **Disputes.** Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit Court in and for Broward County.

19.14 **Attorney's Fees.** In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

19.15 **Protection of City Property**. 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.

19.16 **Counterparts and Execution.** This Agreement may be executed in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

19.17 **Compliance with Statutes.** 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.

THE REMAINDER OF THIS PAGE

HAS BEEN INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

8/20/18
MARLENE D. GRAHAM, CITY CLERK

By: Charles F. Dodge
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

Darryl D. Dove, 8/16/18
OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

DYNASERV FLORIDA, LLC.

By: Paul See
Name: Paul See
Title: President

STATE OF Florida)
COUNTY OF Broward)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Paul See as President of **DYNASERV FLORIDA, LLC.**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **DYNASERV FLORIDA, LLC.** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7th day of August, **2018.**

NOTARY PUBLIC

Jeri-Lyn Wash
(Name of Notary Typed, Printed or Stamped)

JERI-LYN WASH
MY COMMISSION # GG141687
EXPIRES September 16, 2021

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

PEMBROKE PINES
CITY COMMISSION

Frank C. Ortis
MAYOR
954-450-1020
fortis@ppines.com

Jay D. Schwartz
VICE MAYOR
DISTRICT 2
954-450-1030
jschwartz@ppines.com

Thomas Good, Jr.
COMMISSIONER
DISTRICT 1
954-450-1030
tgood@ppines.com

Angelo Castillo
COMMISSIONER
DISTRICT 4
954-450-1030
acastillo@ppines.com

Iris A. Siple
COMMISSIONER
DISTRICT 3
954-450-1030
isiple@ppines.com

Charles F. Dodge
CITY MANAGER
954-450-1040
cdodge@ppines.com

November 10, 2020

Addendum # 2
City of Pembroke Pines
IFB # RE-20-08 Parks Tree Trimming Services

The following addendum is provided to adjust the scope of work and the bid response required. Below is an updated scope of work and REVISED Attachment A reflects the new unit price amounts being requested for this bid.

Section 1.3 and 1.4 of the IFB is replaced in its entirety with the following:

1.3 SCOPE OF WORK

PALM TREES

Contractor shall provide palm tree trimming services throughout the parks at the direction of the Director of Recreation and Cultural Arts. The City has an estimated 1,764 plam trees in the City. Attachment G includes an estimated count of palm trees at each park location. The IFB requests a price to cut per tree. The schedule for cutting palm trees will be established annually by the Director of Recreation and Cultural Arts and will be based on need. The City estimates 450 palm trees that need to be trimmed each year.

Palm trimming shall include the following standard practices but not limited to: seedpod removal, trimming of fronds 3' away from all structures, and removal of brown fronds that hang below a line parallel to the ground (9-3).

HARDWOOD TREES

Hardwood tree trimming shall be limited to the removal of no more than 25% of the individual tree canopy at any one time. Trimming priorities are as follows in order of highest to lowest: cleaning dead/dying and weakly attached branches, trimming of limbs at least 3' away from structures, thinning canopy for increased wind flow and light penetration, raising lower canopy, and promoting proper tree structure. The Parks Maintenance contractor is responsible for keeping all trees trimmed to ten feet above the floor. This contract will not require lifting trees to ten feet above the floor. This IFB requests a price per park to trim all hardwood trees. Contractor is responsible for evaulating the trees in each park to determine a total cost. The City will determine annually which parks need to have hardwood trees trimmed.

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GENERAL INFORMATION

- Contractor shall follow all ANSI standards in regards to tree pruning and worker safety.
- Contractor shall have a Broward County Tree Trimmer License at the time of contract acceptance.
- The minimum experience required as a licensed Tree Trimming Contractor is five (5) years for thisprojects.
- All workers providing the actual pruning cuts must possess at least a Broward County tree trimmer training certificate when working. All resultant debris shall be promptly removed and disposed of by the Contractor.
- Contractor shall provide all materials, labor, equipment, and any other necessary items required for complete installation
- Contractor will be required to schedule all work with the City's Project Manager.
- Contractor shall be responsible for all debris removal and restoration to any existing areas damaged by the contractor once the project is completed. Site shall be made safe, and clean of debris at the end of each work day.
- All precautions need to be taken for life safety and protection of people, vehicles, and all other structures on the site.
- The work must be performed Monday through Friday or as approved by the Project Manager.
- Contractor will have to be flexible with work scheduling in order to not interfere with normal school operation, to include after hour or weekend work if necessary.

1.4 PROJECT TIMELINE / PROJECT COST ESTIMATE

Tree trimming services are for various parks throughout the City on an as-needed basis. For a list of parks please see Attachment G: Park Locations and Tree Counts

Contract term shall be for two (2) years, with two (2) additional one (1) year renewal periods.
Annual Estimated Budget for Tree Trimming Services: $ 120,000

City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **RE-20-08** titled "**Parks Tree Trimming Services**" attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY:
STREET ADDRESS:
CITY, STATE & ZIP CODE:

PRIMARY CONTACT FOR THE PROJECT:

NAME: TITLE:
E-MAIL:
TELEPHONE: FAX:

AUTHORIZED APPROVER:

NAME: TITLE:
E-MAIL:
TELEPHONE: FAX:
SIGNATURE:

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 "Proposal Requirements" of the bid package?

Attachment A - Contact Information Form	Yes ☐
Attachment B - Non-Collusive Affidavit	Yes ☐
Attachment C - Proposer's Completed Qualification Statement	Yes ☐
Attachment F - References Form	Yes ☐

Did you make sure to update the following documents found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes ☐
Form W-9 (Rev. October 2018)	Yes ☐
Sworn Statement on Public Entity Crimes Form	Yes ☐
Local Vendor Preference Certification	Yes ☐
Local Business Tax Receipts	Yes ☐
Veteran Owned Small Business Preference Certification	Yes ☐
Equal Benefits Certification Form	Yes ☐
Vendor Drug-Free Workplace Certification Form	Yes ☐
Scrutinized Company Certification	Yes ☐

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Tree trimming services are for various parks throughout the City on an as-needed basis, the City anticipates that the hardwood trees will be trimmed every three to four years and the palm trees will be trimmed every one to two years. For a list of parks please see **Attachment G: Park Locations and Tree Counts**

PALM TREES AS NEEDED

Item #	Item Description	Estimated Number of Trees Per Year	Unit Price
1)	Total cost to provide tree trimming services for one PALM TREE tree per the specifications included in this IFB	450	Price to be Submitted Via BidSync

HARDWOOD TREES IN EAST SIDE PARKS

Item #	Item Description	Unit Price
1)	108TH AVENUE KIDDIE PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	Price to be Submitted Via BidSync
2)	111TH AVENUE KIDDIE PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	Price to be Submitted Via BidSync

3)	ASHLEY HALE PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
4)	BEN FIORENDINO PEMBROKE LAKES PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
5)	CINNAMON PLACE PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
6)	CRAIG RUPP K-9 PARK/LINEAR PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
7)	FLAMINGO PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
8)	FLETCHER PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
9)	JACK MCCLUSKEY RAINBOW PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
10)	JOHN FAHEY PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
11)	MAXWELL PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
12)	MEMORIAL PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
13)	PASADENA PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
14)	PEMBROKE LAKES TENNIS CENTER AND GOF COURSE (PARKING LOT ONLY) NO TREES ON THE GOLF COURSE - Total cost to provide tree trimming services for all	**Price to be Submitted Via BidSync**

	hardwood trees in the park per the specifications included in this IFB	
15)	PINES RECREATION - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
16)	RAINTREE PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
17)	STUDIO 18 - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
18)	TANGLEWOOD PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
19)	WALNUT CREEK PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**

INDIVIDUAL HARDWOOD TREES AS NEEDED

Item #	Item Description	Unit Price
1)	Total cost to provide tree trimming services for one SMALL hardwood tree per the specifications included in this IFB	**Price to be Submitted Via BidSync**
2)	Total cost to provide tree trimming services for one MEDIUM hardwood tree per the specifications included in this IFB	**Price to be Submitted Via BidSync**
3)	Total cost to provide tree trimming services for one LARGE hardwood tree per the specifications included in this IFB	**Price to be Submitted Via BidSync**
4)	Total cost to provide tree trimming services for one EXTRA LARGE hardwood tree per the specifications included in this IFB	**Price to be Submitted Via BidSync**

Bid #RE-20-08 - Parks Tree Trimming Services

Time Left	Bid has ended.		
Bid Started	Oct 13, 2020 6:19:38 PM EDT	**Notifications**	Report (Bidder Activity)
Bid Ended	This bid closed on Dec 8, 2020 2:00:00 PM EST	**# of suppliers that viewed**	122 (View)
Agency Information	City of Pembroke Pines, FL (view agency's bids)	**Q & A**	Questions & Answers Questions: 9 Q&A Deadline: Nov 23, 2020 8:30:00 PM EST
Bid Classifications	Classification Codes		
Required Vendor Qualifications	PP-SWORN, PP-LOCAL, PP-VOSB, PP-DRUGFREE, PP-SCRUTINIZED, PP-W9, PP-VENDORINFO, PP-EQUAL, PP-LBTR		
Bid Regions	Regions		
Bid Contact	see contact information		
Copy Bid	Click here to copy the bid and relist it as a new bid		
View Rules	Click here to change the rules for this bid.		
Best and Final Offer:	Create		

Approval

View Approval Flow	View Approval Flow
Approval Status	Approved

Bid Comments

Contract Duration	2 years
Contract Renewal	2 annual renewals
Prices Good for	90 days
Budgeted Amount	$0.00 (change)
Expected Expenditure	$120,000.00
Standard Disclaimer	Bids/proposals must be submitted electronically Please note vendors should be registered on BidSync under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation. The vendor must provide the necessary information on the BidSync website and upload all of the requested documents listed in the PROPOSAL REQUIREMENTS section of this solicitation. Unless otherwise specified, the City requests for vendors to upload their documents as one (1) PDF document in the order that is outline in the bid package. The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the BidSync website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. BidSync Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact their support line at 1-800-990-9339 with ample time before the bid closing date and time. PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX. However, please note that any required Bid Bond or Cashier's Check should be in a sealed envelope, plainly marked âœBID SECURITYâ (with the Solicitation Number and Title) and sent to the City of Pembroke Pines, City Clerk's Office, 4th Floor, 601 City Center Way, Pembroke Pines, FL 33025.
Bid Comments	The City of Pembroke Pines is seeking proposals from qualified firms to perform a palm tree and hardwood tree trimming service, throughout the Park system.

Documents — Select All | Select None | Download Selected

- 1. RE-20-08 Parks Tree Trimming Services.pdf [download]
- 2. Attachment A - Contact Information Form.docx [download]
- 3. Attachment B - Non-Collusive Affidavit [download]
- 4. Attachment C - Proposers Qualifications Statement [download]
- 5. Attachment D - Sample Insurance Certificate.pdf [download]
- 6. Attachment E - Specimen Contract - Contractual Services Agreement 2019-09-12.pdf [download]
- 7. Attachment F - References Form [download]
- 8. Attachment G - Park Locations and Tree Counts.pdf [download]
- ⊞ Addendum #1 (3 documents)
- ⊞ Addendum #2 (2 documents)

= Included in Bid Packet = Excluded from Bid Packet

Items

Item	Title	Offers	
RE-20-08-01-01	Total cost to provide tree trimming services for one PALM TREE	Y	Info
RE-20-08-01-02	Cost of Trimming All Hardwood Trees at 108TH AVENUE KIDDIE PARK	Y	Info
RE-20-08-01-03	Cost of Trimming All Hardwood Trees at 111TH AVENUE KIDDIE PARK	Y	Info
RE-20-08-01-04	Cost of Trimming All Hardwood Trees at ASHLEY HALE PARK	Y	Info
RE-20-08-01-05	Cost of Trimming All Hardwood Trees at BEN FIORENDINO PEMBROKE LAKES PARK	Y	Info
RE-20-08-01-06	Cost of Trimming All Hardwood Trees at CINNAMON PLACE PARK	Y	Info
RE-20-08-01-07	Cost of Trimming All Hardwood Trees at CRAIG RUPP K-9 PARK/LINEAR PARK	Y	Info
RE-20-08-01-08	Cost of Trimming All Hardwood Trees at FLAMINGO PARK	Y	Info
RE-20-08-01-09	Cost of Trimming All Hardwood Trees at FLETCHER PARK	Y	Info
RE-20-08-01-10	Cost of Trimming All Hardwood Trees at JACK MCCLUSKEY RAINBOW PARK	Y	Info
RE-20-08-01-11	Cost of Trimming All Hardwood Trees at JOHN FAHEY PARK	Y	Info
RE-20-08-01-12	Cost of Trimming All Hardwood Trees at MAXWELL PARK	Y	Info
RE-20-08-01-13	Cost of Trimming All Hardwood Trees at MEMORIAL PARK	Y	Info
RE-20-08-01-14	Cost of Trimming All Hardwood Trees at PASADENA PARK	Y	Info
RE-20-08-01-15	Cost of Trimming All Hardwood Trees at PEMBROKE LAKES TENNIS CENTER/GOLF COURSE	Y	Info
RE-20-08-01-16	Cost of Trimming All Hardwood Trees at PINES RECREATION	Y	Info
RE-20-08-01-17	Cost of Trimming All Hardwood Trees at RAINTREE PARK	Y	Info
RE-20-08-01-18	Cost of Trimming All Hardwood Trees at STUDIO 18	Y	Info
RE-20-08-01-19	Cost of Trimming All Hardwood Trees at TANGLEWOOD PARK	Y	Info
RE-20-08-01-20	Cost of Trimming All Hardwood Trees at WALNUT CREEK PARK	Y	Info
RE-20-08-01-21	Cost of Trimming All Hardwood Trees at ALHAMBRA PARK	Y	Info
RE-20-08-01-22	Cost of Trimming All Hardwood Trees at CHAPEL TRAIL SOCCER PARK	Y	Info
RE-20-08-01-23	Cost of Trimming All Hardwood Trees at JOSIAS DOG PARK	Y	Info
RE-20-08-01-24	Cost of Trimming All Hardwood Trees at PEMBROKE SHORES PARK	Y	Info
RE-20-08-01-25	Cost of Trimming All Hardwood Trees at ROSE PRICE PARK	Y	Info

◂ Previous 1 2 Next ▸

Addendum #1 - Made On Oct 20, 2020 5:41:24 PM EDT

New Documents Contract- IFBRE-18-06 palm Tree Maintenance.pdf
RE-18-06 - Bid Tab - ALL.pdf
Addendum 1.pdf

Addendum #2 - Made On Nov 10, 2020 12:41:33 PM EST

New Documents Revised Attachment A - Contact Information Form.docx
Addendum 2.pdf

Previous Q & A End Date Oct 26, 2020 8:30:00 PM EDT **New Q & A End Date** Nov 23, 2020 8:30:00 PM EST

Added Items
- Total cost to provide tree trimming services for one PALM TREE
- Cost of Trimming All Hardwood Trees at 108TH AVENUE KIDDIE PARK
- Cost of Trimming All Hardwood Trees at 111TH AVENUE KIDDIE PARK
- Cost of Trimming All Hardwood Trees at ASHLEY HALE PARK
- Cost of Trimming All Hardwood Trees at BEN FIORENDINO PEMBROKE LAKES PARK
- Cost of Trimming All Hardwood Trees at CINNAMON PLACE PARK
- Cost of Trimming All Hardwood Trees at CRAIG RUPP K-9 PARK/LINEAR PARK
- Cost of Trimming All Hardwood Trees at FLAMINGO PARK
- Cost of Trimming All Hardwood Trees at FLETCHER PARK
- Cost of Trimming All Hardwood Trees at JACK MCCLUSKEY RAINBOW PARK
- Cost of Trimming All Hardwood Trees at JOHN FAHEY PARK
- Cost of Trimming All Hardwood Trees at MAXWELL PARK
- Cost of Trimming All Hardwood Trees at MEMORIAL PARK
- Cost of Trimming All Hardwood Trees at PASADENA PARK
- Cost of Trimming All Hardwood Trees at PEMBROKE LAKES TENNIS CENTER/GOLF COURSE
- Cost of Trimming All Hardwood Trees at PINES RECREATION
- Cost of Trimming All Hardwood Trees at RAINTREE PARK
- Cost of Trimming All Hardwood Trees at STUDIO 18
- Cost of Trimming All Hardwood Trees at TANGLEWOOD PARK
- Cost of Trimming All Hardwood Trees at WALNUT CREEK PARK
- Cost of Trimming All Hardwood Trees at ALHAMBRA PARK
- Cost of Trimming All Hardwood Trees at CHAPEL TRAIL SOCCER PARK
- Cost of Trimming All Hardwood Trees at JOSIAS DOG PARK
- Cost of Trimming All Hardwood Trees at PEMBROKE SHORES PARK
- Cost of Trimming All Hardwood Trees at ROSE PRICE PARK
- Cost of Trimming All Hardwood Trees at SILVER LAKES NORTH PARK
- Cost of Trimming All Hardwood Trees at SILVER LAKES SOUTH PARK
- Cost of Trimming All Hardwood Trees at SPRING VALLEY PARK
- Cost of Trimming All Hardwood Trees at WILLIAM B. ARMSTRONG PARK
- Cost of Trimming All Hardwood Trees at TOWNGATE PARK
- Cost of Trimming All Hardwood Trees at WALDEN LAKES PARK
- Cost of Trimming All Hardwood Trees at WALTER C. YOUNG PARK
- Cost of Trimming All Hardwood Trees at YMCA AQUATIC CENTER
- Cost of Trimming All Hardwood Trees at WEST PINES SOCCER PARK
- Cost of Tree Trimming Services for One SMALL Hardwood Tree
- Cost of Tree Trimming Services for One MEDIUM Hardwood Tree
- Cost of Tree Trimming Services for One LARGE Hardwood Tree
- Cost of Tree Trimming Services for One EXTRA LARGE Hardwood Tree

Removed Items
- Total cost to provide tree trimming services for one hardwood tree
- Total cost to provide tree trimming services for one palm tree

Addendum #3 - Made On Nov 12, 2020 8:51:25 AM EST

Changed Items
- Total cost to provide tree trimming services for one PALM TREE
- Cost of Trimming All Hardwood Trees at 108TH AVENUE KIDDIE PARK
- Cost of Trimming All Hardwood Trees at 111TH AVENUE KIDDIE PARK
- Cost of Trimming All Hardwood Trees at ASHLEY HALE PARK
- Cost of Trimming All Hardwood Trees at BEN FIORENDINO PEMBROKE LAKES PARK
- Cost of Trimming All Hardwood Trees at CINNAMON PLACE PARK
- Cost of Trimming All Hardwood Trees at CRAIG RUPP K-9 PARK/LINEAR PARK
- Cost of Trimming All Hardwood Trees at FLAMINGO PARK
- Cost of Trimming All Hardwood Trees at FLETCHER PARK
- Cost of Trimming All Hardwood Trees at JACK MCCLUSKEY RAINBOW PARK
- Cost of Trimming All Hardwood Trees at JOHN FAHEY PARK
- Cost of Trimming All Hardwood Trees at MAXWELL PARK

- Cost of Trimming All Hardwood Trees at MEMORIAL PARK
- Cost of Trimming All Hardwood Trees at PASADENA PARK
- Cost of Trimming All Hardwood Trees at PEMBROKE LAKES TENNIS CENTER/GOLF COURSE
- Cost of Trimming All Hardwood Trees at PINES RECREATION
- Cost of Trimming All Hardwood Trees at RAINTREE PARK
- Cost of Trimming All Hardwood Trees at STUDIO 18
- Cost of Trimming All Hardwood Trees at TANGLEWOOD PARK
- Cost of Trimming All Hardwood Trees at WALNUT CREEK PARK
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- Cost of Trimming All Hardwood Trees at SILVER LAKES NORTH PARK
- Cost of Trimming All Hardwood Trees at SILVER LAKES SOUTH PARK
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- Cost of Trimming All Hardwood Trees at WILLIAM B. ARMSTRONG PARK
- Cost of Trimming All Hardwood Trees at TOWNGATE PARK
- Cost of Trimming All Hardwood Trees at WALDEN LAKES PARK
- Cost of Trimming All Hardwood Trees at WALTER C. YOUNG PARK
- Cost of Trimming All Hardwood Trees at YMCA AQUATIC CENTER
- Cost of Trimming All Hardwood Trees at WEST PINES SOCCER PARK

Change Made On Nov 5, 2020 8:35:11 AM EST

Previous End Date Nov 10, 2020 2:00:00 PM EST **New End Date** Dec 8, 2020 2:00:00 PM EST

Contractor Advertisements View All Ads

There are no advertisements on this solicitation.

Questions? Contact a Periscope Source representative: 800-990-9339 or email: source-support@periscopeholdings.com

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Question and Answers for Bid #RE-20-08 - Parks Tree Trimming Services

Create New Question
Question Deadline: Nov 23, 2020 8:30:00 PM EST

Overall Bid Questions

Question 1
Please post the last tabulation sheet received for the project last time it as advertised and copy of the current contract.

Also provide the bid schedule/bid form for pricing in Excel. **(Submitted: Oct 14, 2020 4:41:00 PM EDT)**

edit

Answer

- Addedum #1 has been released as a response to this question. The last tabulation sheet and a copy of the current contract can be found in the Addendum#1 folder. **(Answered: Oct 20, 2020 5:47:25 PM EDT)**

Add to Answer:

Question 2
Is there a price break out sheet for hardwood trees and palms? Or is it lump sum prices? **(Submitted: Oct 21, 2020 10:43:23 AM EDT)**

Answer

edit

- The bid is not for lump sum prices. Section 1.3 of the IFB states clearly âœThe IFB requests a price to cut per tree.â The bid is requesting a price to provide tree trimming services for one hardwood tree and a separate price to provide services for one palm tree. Please see item descriptions of the two bid items. **(Answered: Oct 28, 2020 1:35:29 PM EDT)**

Add to Answer:

Question 3
On the tree trimming attachment G, there a total of 1904 tree trimming counts.But Item No RE-20-08-01-01, it states an estimate of 450 trees. What is the correct and final count of hardwood trees? **(Submitted: Oct 23, 2020 1:52:37 PM EDT)**

edit

Answer

- The total count of hardwood trees listed in attachment G is correct. The 450 quantity in the bid item is the estimated number of trees expected to be trimmed each year. Please refer to section 1.3 of the IFB. **(Answered: Oct 28, 2020 1:35:29 PM EDT)**

Add to Answer:

Question 4
In the section to place the bid, it asks for pricing for a small hardwood, medium hardwood, large hardwood and extra large hardwood. Are these amounts going to be considered for the selection of the bid winner? Or these are just reference numbers for now for when the City of Pembroke Pines requests additional hardwood tree trimming work (for example, in a location out of the scope of this bid) then the price is already established? Just trying to understand whether these prices are a key part to determine winner or just for reference in the future? **(Submitted: Nov 16, 2020 5:18:32 PM EST)**

edit

Answer

- The bid is asking for a total price for each park to trim all the hardwood trees. The unit prices for the various sized trees are being requested for the one off tree that needs to be trimmed in a park as needed. For example, we may have one small tree at Memorial Park that needs to be trimmed outside of the rotation of the trimming of all trees in the park. However, please note that all prices submitted as part of this bid will be considered for award. **(Answered: Nov 17, 2020 7:06:03 AM EST)**

Add to Answer:

Question 5

Is there a bid bond requirement for this project? **(Submitted: Nov 19, 2020 2:23:14 PM EST)**

Answer edit

- No. **(Answered: Nov 19, 2020 3:58:14 PM EST)**

Add to Answer:

Question 6

Is there a payment and performance bond requirement? **(Submitted: Nov 19, 2020 2:23:35 PM EST)**

Answer edit

- No. **(Answered: Nov 19, 2020 3:58:14 PM EST)**

Add to Answer:

Question 7

The tree inventory provided states that there are 1,904 hardwood trees, but the response form states that we are bidding on only 450 hardwood trees.
Can you please clarify?
If only 450 hardwood trees, could you provide an updated tree counts by park? **(Submitted: Nov 19, 2020 2:26:17 PM EST)**

edit

Answer

- The count for 450 trees is for the palm trees not the hardwood trees. Please refer to the Revised Attachment A and the detail on the individual bid items. **(Answered: Nov 19, 2020 3:58:14 PM EST)**

Add to Answer:

Question 8

The trees throughout the City vary in size.
Out of the 2,000+ trees what size will the 450 selected trees be?
The cost to trim a tree measuring 15' high is different than a mature tree measuring 40' high. **(Submitted: Nov 19, 2020 2:26:39 PM EST)**

edit

Answer

- See answer to Question #7. **(Answered: Nov 19, 2020 3:58:14 PM EST)**

Add to Answer:

Question 9 edit

Attachment G states that there are 1764 palm trees (in all the parks), nevertheless the new attachment A infers that only 450 palm trees will be trimmed

each year. If the plan is to trim 450 palm trees annually, it would take 4 years to complete one cycle. This is something that we would have to take in consideration, since it is harder to trim a palm with no maintenance in the last 4 years than to trim a palm with a normal maintenance plan (one trimming service per year). Please clarify... **(Submitted: Nov 22, 2020 6:32:42 PM EST)**

Answer

- The City anticipates trimming approximately 450 palm trees per year. **(Answered: Nov 30, 2020 10:50:08 AM EST)**

Add to Answer:

Submit

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Cayco Landscaping

Bid Contact **Daniel Gonzalez**
dgonzalez@caycolandscaping.com
Ph 954-599-6566

Address **1100 NW 15th Ave**
Pompano Beach, FL 33069

Qualifications **PP-DRUGFREE PP-EQUAL PP-LBTR PP-LOCAL PP-SCRUTINIZED PP-SWORN PP-VENDORINFO PP-VOSB PP-W9**

Item #	Line Item	Notes	Unit Price	Qty/Unit		Attch.	Docs
RE-20-08--01-01	Total cost to provide tree trimming services for one PALM TREE	**Supplier Product Code:**	**First Offer - $22.90**	450 / each	**$10,305.00**	**Y**	**Y**
RE-20-08--01-02	Cost of Trimming All Hardwood Trees at 108TH AVENUE KIDDIE PARK	**Supplier Product Code:**	**First Offer - $187.00**	1 / each	**$187.00**		**Y**
RE-20-08--01-03	Cost of Trimming All Hardwood Trees at 111TH AVENUE KIDDIE PARK	**Supplier Product Code:**	**First Offer - $140.00**	1 / each	**$140.00**		**Y**
RE-20-08--01-04	Cost of Trimming All Hardwood Trees at ASHLEY HALE PARK	**Supplier Product Code:**	**First Offer - $811.00**	1 / each	**$811.00**		**Y**
RE-20-08--01-05	Cost of Trimming All Hardwood Trees at BEN FIORENDINO PEMBROKE LAKES PARK	**Supplier Product Code:**	**First Offer - $946.00**	1 / each	**$946.00**		**Y**
RE-20-08--01-06	Cost of Trimming All Hardwood Trees at CINNAMON PLACE PARK	**Supplier Product Code:**	**First Offer - $1,062.00**	1 / each	**$1,062.00**		**Y**
RE-20-08--01-07	Cost of Trimming All Hardwood Trees at CRAIG RUPP K-9 PARK/LINEAR PARK	**Supplier Product Code:**	**First Offer - $177.00**	1 / each	**$177.00**		**Y**
RE-20-08--01-08	Cost of Trimming All Hardwood Trees at FLAMINGO PARK	**Supplier Product Code:**	**First Offer - $2,222.00**	1 / each	**$2,222.00**		**Y**
RE-20-08--01-09	Cost of Trimming All Hardwood Trees at FLETCHER PARK	**Supplier Product Code:**	**First Offer - $368.00**	1 / each	**$368.00**		**Y**
RE-20-08--01-10	Cost of Trimming All Hardwood Trees at JACK MCCLUSKEY	**Supplier Product**	**First Offer - $652.00**	1 / each	**$652.00**		**Y**

	RAINBOW PARK	**Code:**				
RE-20-08--01-11	Cost of Trimming All Hardwood Trees at JOHN FAHEY PARK	**Supplier Product Code:**	**First Offer - $261.00**	1 / each	**$261.00**	**Y**
RE-20-08--01-12	Cost of Trimming All Hardwood Trees at MAXWELL PARK	**Supplier Product Code:**	**First Offer - $177.00**	1 / each	**$177.00**	**Y**
RE-20-08--01-13	Cost of Trimming All Hardwood Trees at MEMORIAL PARK	**Supplier Product Code:**	**First Offer - $158.00**	1 / each	**$158.00**	**Y**
RE-20-08--01-14	Cost of Trimming All Hardwood Trees at PASADENA PARK	**Supplier Product Code:**	**First Offer - $666.00**	1 / each	**$666.00**	**Y**
RE-20-08--01-15	Cost of Trimming All Hardwood Trees at PEMBROKE LAKES TENNIS CENTER/GOLF COURSE	**Supplier Product Code:**	**First Offer - $456.00**	1 / each	**$456.00**	**Y**
RE-20-08--01-16	Cost of Trimming All Hardwood Trees at PINES RECREATION	**Supplier Product Code:**	**First Offer - $1,430.00**	1 / each	**$1,430.00**	**Y**
RE-20-08--01-17	Cost of Trimming All Hardwood Trees at RAINTREE PARK	**Supplier Product Code:**	**First Offer - $88.00**	1 / each	**$88.00**	**Y**
RE-20-08--01-18	Cost of Trimming All Hardwood Trees at STUDIO 18	**Supplier Product Code:**	**First Offer - $335.00**	1 / each	**$335.00**	**Y**
RE-20-08--01-19	Cost of Trimming All Hardwood Trees at TANGLEWOOD PARK	**Supplier Product Code:**	**First Offer - $536.00**	1 / each	**$536.00**	**Y**
RE-20-08--01-20	Cost of Trimming All Hardwood Trees at WALNUT CREEK PARK	**Supplier Product Code:**	**First Offer - $480.00**	1 / each	**$480.00**	**Y**
RE-20-08--01-21	Cost of Trimming All Hardwood Trees at ALHAMBRA PARK	**Supplier Product Code:**	**First Offer - $457.00**	1 / each	**$457.00**	**Y**
RE-20-08--01-22	Cost of Trimming All Hardwood Trees at CHAPEL TRAIL SOCCER PARK	**Supplier Product Code:**	**First Offer - $1,165.00**	1 / each	**$1,165.00**	**Y**

RE-20-08--01-23	Cost of Trimming All Hardwood Trees at JOSIAS DOG PARK	**Supplier Product Code:**	**First Offer - $25.00**	1 / each	**$25.00**	**Y**
RE-20-08--01-24	Cost of Trimming All Hardwood Trees at PEMBROKE SHORES PARK	**Supplier Product Code:**	**First Offer - $1,102.00**	1 / each	**$1,102.00**	**Y**
RE-20-08--01-25	Cost of Trimming All Hardwood Trees at ROSE PRICE PARK	**Supplier Product Code:**	**First Offer - $1,253.00**	1 / each	**$1,253.00**	**Y**
RE-20-08--01-26	Cost of Trimming All Hardwood Trees at SILVER LAKES NORTH PARK	**Supplier Product Code:**	**First Offer - $2,073.00**	1 / each	**$2,073.00**	**Y**
RE-20-08--01-27	Cost of Trimming All Hardwood Trees at SILVER LAKES SOUTH PARK	**Supplier Product Code:**	**First Offer - $983.00**	1 / each	**$983.00**	**Y**
RE-20-08--01-28	Cost of Trimming All Hardwood Trees at SPRING VALLEY PARK	**Supplier Product Code:**	**First Offer - $1,039.00**	1 / each	**$1,039.00**	**Y**
RE-20-08--01-29	Cost of Trimming All Hardwood Trees at WILLIAM B. ARMSTRONG PARK	**Supplier Product Code:**	**First Offer - $1,281.00**	1 / each	**$1,281.00**	**Y**
RE-20-08--01-30	Cost of Trimming All Hardwood Trees at TOWNGATE PARK	**Supplier Product Code:**	**First Offer - $377.00**	1 / each	**$377.00**	**Y**
RE-20-08--01-31	Cost of Trimming All Hardwood Trees at WALDEN LAKES PARK	**Supplier Product Code:**	**First Offer - $321.00**	1 / each	**$321.00**	**Y**
RE-20-08--01-32	Cost of Trimming All Hardwood Trees at WALTER C. YOUNG PARK	**Supplier Product Code:**	**First Offer - $787.00**	1 / each	**$787.00**	**Y**
RE-20-08--01-33	Cost of Trimming All Hardwood Trees at YMCA AQUATIC CENTER	**Supplier Product Code:**	**First Offer - $261.00**	1 / each	**$261.00**	**Y**
RE-20-08--01-34	Cost of Trimming All Hardwood Trees at WEST PINES SOCCER PARK	**Supplier Product Code:**	**First Offer - $2,157.00**	1 / each	**$2,157.00**	**Y**
RE-20-08--01-35	Cost of Tree Trimming Services for One SMALL Hardwood Tree	**Supplier Product**	**First Offer - $15.00**	1 / each	**$15.00**	**Y**

		Code:				
RE-20-08--01-36	Cost of Tree Trimming Services for One MEDIUM Hardwood Tree	**Supplier Product Code:**	**First Offer - $45.00**	1 / each	**$45.00**	**Y**
RE-20-08--01-37	Cost of Tree Trimming Services for One LARGE Hardwood Tree	**Supplier Product Code:**	**First Offer - $75.00**	1 / each	**$75.00**	**Y**
RE-20-08--01-38	Cost of Tree Trimming Services for One EXTRA LARGE Hardwood Tree	**Supplier Product Code:**	**First Offer - $105.00**	1 / each	**$105.00**	**Y**
					Supplier Total	**$34,978.00**

Cayco Landscaping
Item: **Total cost to provide tree trimming services for one PALM TREE**

Attachments
CAYCO_Overview.pdf
CAYCO_Licenses.pdf
CAYCO_Safety.pdf
CAYCO_Executive Summary.pdf
CAYCO_Vision Statement.pdf
CAYCO_Equipment.pdf
CAYCO_Facilities.pdf
CAYCO_Management Team.pdf
CAYCO_Resume.pdf
CAYCO_Traffic Maintenance.pdf

Cayco

Landscape Services

Company Overview

City of Pembroke Pines
Parks Tree Trimming Services
Bid RE-20-08

November, 2020

Table of Contents

- Overview
- Why Cayco?
- Our Management Team

Company Overview

- Year Established: 2004
- Employees: 105
- Trucks: 24
- Service Area: Palm Beach, Broward and Miami-Dade Counties



Our Services



Maintenance

Design & Installation

Irrigation & Rust Control

Tree Care & Trimming

Pest Control & Fertilization

Our Credentials

- ISA Certified Arborist
- FNGLA Certified Horticulture Professional
- Commercial Landscape Maintenance Holder
- Certified Pest Control Operator Lawn & Ornamental
- Certified Pest Control Operator General Household
- Certified Irrigation Contractor
- Green Industries Best Management Practices
- Certificate of Competency for Tree Trimming
- Certificate of Advanced Tree Trimming
- Florida Green Industries for Limited Fertilization Application
- Member Landscape Maintenance Association
- Member International Society of Arboriculture
- Member FNGLA
- Member SEFAA

Our Clients


amazon.com


Budweiser


UNITED
COMMUNITY
Management Corp.


CITY OF
BOYNTON
BEACH


Scully
COMPANY


HARBOR GROUP
MANAGEMENT COMPANY


THE VILLAGE OF PALM SPRINGS
FLORIDA


ZRS
management


CASTLE
GROUP


Where Restaurants Shop.
RESTAURANT
DEPOT


GREYSTAR
The Global Leader in Rental Housing

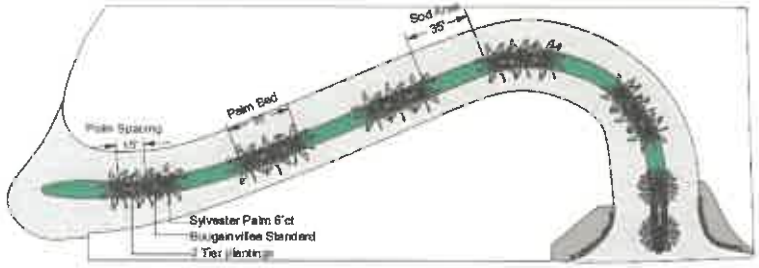

Campbell
Property
Management
Serving South Florida Since 1953


BENCHMARK
PROPERTY MANAGEMENT, INC


Cayco

Our Work – Design & Installation







Our Work – Tree Services



Our Equipment























Table of Contents

- Overview
- Why Cayco?
- Our Management Team

Why Cayco?

- Proactive approach to landscaping and customer service
  - Property reports
  - 24/7 customer service
- Knowledge and experience
  - Large customers (Government + Commercial)
  - Licensed professionals
- Large and established company
  - One-stop shop for landscaping
  - Trustworthy, professional and reliable



Table of Contents

- Overview
- Why Cayco?
- Our Management Team

Our Management Team

Daniel Gonzalez – Owner and President

Daniel is a certified Arborist from the International Society of Arboriculture - ISA and a certified Horticulture Professional from the Florida Nursery, Growers and Landscape Association (FNGLA). He also holds licenses for Pest Control, Green Industries Best Management Practices, Limited Fertilization, Limited Commercial Landscape Maintenance and Advanced Tree Trimming. He has 15+ years of experience in marketing and sales leading iconic brands such as Budweiser, Hershey's and Tiffany & Co. He holds an MBA from The Darden School of Business at the University of Virginia and currently manages marketing, sales, operations and HR.





Alex Rotundo – Chief Financial Officer

Alex has 15+ years of experience in the financial services industry and as an entrepreneur. He currently manages the financial and administrative functions of the company.



Gerson Henriquez – Director of Operations

Gerson has 30+ years of commercial landscape experience with several national landscape firms and 15+ years in management. He has strong expertise in all critical aspects of the business, including operations, HR and sales.



Samuel Gonzalez – Tree Services Lead

Samuel has 15+ years of experience in tree services with several national tree firms. His experience includes tree pruning, removals, cabling and bracing, storm damage and fertilization and soil care. He is also a certified advanced tree trimmer by Broward County.



Our Management Team

Francisco Mendes – Maintenance & Installation Lead
Francisco is our landscape maintenance and installation lead and has 15+ years of experience in all aspects of landscaping. He has been with Cayco Landscaping for 10+ years.

Samuel Lopez – Irrigation Lead
Samuel has 20+ years of experience in irrigation and is a certified irrigation contractor. His experience includes both commercial and residential customers in the areas of irrigation maintenance and installations.

Todd Stevenson – Pest Control Lead
Todd is a certified Pest Control Operator with 35+ years of experience. He was a former owner of a successful Pest Control company and has extensive experience both in management and in the field.




thank you
danke
謝謝
ngiyabonga
شكراً جزيلاً
teşekkür ederim
gracias
спасибо
dank je
tapadh leat
mochchakkeram
dziękuję
bedankt
hvala
mauruuru
obrigado
sukriya
kop khun krap
go raibh maith agat
arigato
dakujem
grazie
merci
terima kasih
감사합니다
ευχαριστώ
благодаря
баярлалаа
рахмат
хвала

ISA Credentialed

Daniel H. Gonzalez
FL-9611A

Expiration

ISA Certified Arborist®

30 Jun 2023

International Society of **Arboriculture**

BROWARD COUNTY FLORIDA

CLASS: **B**

TREE TRIMMER LICENSE

TTL#: B- 1563 EXPIRES: 08/31/2022
BLUE MARLIN INVESTMENTS, INC.
3700 NW 10 AVE
OAKLAND PARK, FL 33309

TRAINED EMPLOYEE: DANIEL GONZALEZ

BROWARD COUNTY FLORIDA

ERTIFICATE OF COMPLETION
ADVANCED TREE TRIMMING



Commercial Horticulture Agent

Daniel Gonzalez

as successfully completed the training conducted by Broward County Extension Education (broward.org/Parks/Extension).

Class Date May 16, 2019 Exp. Date May 16, 2021

HIS CARD IS A TRAINING CERTIFICATE, NOT A LICENSE

BROWARD COUNTY FLORIDA

CERTIFICATE OF COMPLETION
BASIC TREE TRIMMING



Commercial Horticulture Agent

Daniel Gonzalez

has successfully completed the training conducted by Broward County Extension Education (broward.org/Parks/Extension).

Class Date Apr. 10, 2018 Exp. Date Apr. 10, 2020 ID# 092200

THIS CARD IS A TRAINING CERTIFICATE, NOT A LICENSE



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
June 6, 2018	LF271707	May 8, 2022

THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: May 8, 2022

DANIEL GONZALEZ
1814 BLUEWOOD TERR
WESTON, FL 33327

ADAM H. PUTNAM, COMMISSIONER



STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

DANIEL GONZALEZ
LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

LF271707

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING May 8, 2022

COMMISSIONER Signature

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650



FNGLA

CERTIFIED PROFESSIONAL
HORTICULTURE

The Florida Nursery, Growers & Landscape Association
Confers on

Daniel Gonzalez H91 11797

The Title of
FNGLA Certified Horticulture Professional (FCHP)

Expiration Date: 9/30/2021
Certified Since: 9/1/2018

Ed Bravo, FNGLA President

Merry Hiett, FNGLA Certification Director



UF|IFAS
UNIVERSITY of FLORIDA

Certificate of Training
Best Management Practices
Florida Green Industries

GV406479-1
Certificate #

GV406479
Trainee ID #

Daniel Gonzalez

has successfully met all requirements necessary to be fully trained through the Green Industries Best Management Practices Program developed by the Florida Department of Environmental Protection with the University of Florida Institute of Food and Agricultural Sciences.

Issuer	D. Rainey	4/21/2018	
	Instructor	Date of Class	DEP Program Administrator

Not valid without seal

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

Date	File No.	Expires
March 19, 2020	JE58751	March 31, 2021

THE ID CARD HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: March 31, 2021

AT

CAYCO LANDSCAPING
WESTON, FL 33327

Certified Operator

TODD OWEN STEVENSON
CAYCO LANDSCAPING
1014 BLUEWOOD TERRACE
WESTON, FL 33327

Nicole Fried
NICOLE "NIKKI" FRIED, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF LICENSING AND ENFORCEMENT

TODD OWEN STEVENSON
CAYCO LANDSCAPING
ID CARD HOLDER

JE58751 Certified Operator

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING March 31, 2021

Nicole Fried Signature
COMMISSIONER ATTACH PHOTO ON REVERSE

Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT
3125 CONNER BLVD, BLDG. 8
TALLAHASSEE, FLORIDA 32399-1650

State of Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

PEST CONTROL LICENSE

Number: JB295730

CAYCO LANDSCAPING
1014 BLUEWOOD TERRACE, WESTON, FL 33327

This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending March 31, 2021 as prescribed by Law.

Nicole Fried

NICOLE "NIKKI" FRIED
Commissioner of Agriculture

Issue Date: March 19, 2020

FDACS 13618, 06/01

Certificate of Completion

Daniel Gonzalez

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

08/06/2022	140	Wallace McCleod	40823
Date Expires	FDOT Provider #	Instructor	Certificate #

METRO FLORIDA SAFETY COUNCIL

Metro Florida Safety Council
Tri-County
Dade,Broward,Palm Beach,
metrofloridasafetycouncil.com
mlyons@metrofloridasafetycouncil.com

FDOT

For more information about Temporary Traffic Control (TTC) or to verify this certificate
www.motadmin.com

FDOT

This Certifies that
Daniel Gonzalez

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.

Date Expires: 06/06/2022 **Certificate #** 40823
Instructor: Wallace McCleod **FDOT Provider #** 140

Metro Florida Safety Council
Phone: 954-603-1900
Tri-County
Dade,Broward,Palm Beach,
metrofloridasafetycouncil.com
mlyons@metrofloridasafetycouncil.com

METRO FLORIDA SAFETY COUNCIL

Cayco
Landscape Services

SAFETY EQUIPMENT

A supervisor and/or an ISA Certified Arborist will be on site to ensure ANSI A300 and safety procedures are followed.

All workers will have the proper PPE equipment (protective head gear, hearing protection, protective glasses and face shield, gloves, leg chaps and heavy work boots).

Our company strictly enforces OSHA regulations and ANSI Z133 standards.

A job briefing will take place before each job begins to summarize what will be done, who will be doing each task, potential hazards and how to prevent or minimize them.

There will be a clear and efficient communication between climbers and ground team and the 'voice command and response system' will be used to ensure warning signals are heard, acknowledged and acted on.

Safety equipment is required and worn at all times.

Vehicles are equipped with proper safety features.

Cayco
Landscape Services

EXECUTIVE SUMMARY

Project Plan

An evaluation of each site will be made by both a supervisor and an ISA Certified Arborist assigned to this contract. All sites will be put in chronological order based on location. Types of equipment and crew size will be determined based on tree work required. Services schedules will be assembled and sites will be routed as to services provided.

Schedules will be provided to all staff working on this project and services will commence. Work reports will be submitted by supervisor daily, regular site inspections will be completed by supervisor. A supervisor and an ISA Certified Arborist will be present at all times while performing tree trimming work to strictly enforce ANSI A300, ANSI Z133 and OSHA standards and regulations. Supervisor will submit daily work completion reports to the client.

All services shall be provided as designated in the proposal.

Supervisor will schedule regular meetings with client staff on site for discussions about services and recommendations.

Cayco
Landscape Services

VISION STATEMENT

The world is changing all around us. To continue to survive as a business over the next five years and beyond, we must look ahead, at the trends and forces that will shape our business in the future and move quickly to prepare for what's to come. We must get ready for tomorrow today and realize our full potential for the future.

OUR MISSION

Is enduring. It declares our purpose as a company and serves as the standard against which we weigh our actions and decisions.

- Provide quality services
- Remain responsive to change
- Have the courage to change course when needed
- Work efficiently
- Focus on needs of our clients

OUR VISION

Our vision guides every aspect of our business by describing what we need to accomplish in order to continue achieving sustainable, quality growth.

- A great place to work where people are inspired to be the best they can be.
- Reward our people for taking risks and finding better ways.
- Bring to the market place a portfolio of services that it desires and needs.
- Be a responsible company that makes a difference by helping build and support communities.
- Maximize long-term profits while being mindful of our overall responsibilities to our clients.
- Be a highly effective, lean and fast – moving organization.

OUR VALUES

Our values describe how we behave in the world.

- Honesty
- Knowledge
- Working Hard
- Diversity
- Helpfulness
- Preserving the Environment
- Quality

P.O. Box 5652
Ft. Lauderdale, FL 33310

Office: 1-866-203-CAYCO (2292)
www.caycolandscaping.com

Cayco
Landscape Services

EQUIPMENT

Description/Type	Make / Model	Quantity
Augers / Back Pack Blowers		
	Shindawai EB802RT	65
	Stihl Auger	3
Edgers		
	Shindawai LE242	67
Hedge Trimmers		
	Shindaiwa HT-235	55
Chain Saws		
	Sthil MS 193T	10
	Stihl 201 T C-M	20
	MS 880 Magnum	5
	Echo 355T	15
	Shindaiwa 358TS-16	5
Pole Pruner		
	Stihl HT 250	9
Weed Wackers		
	Shindaiwa T282	75
Long Trimmers		
	Shindaiwa FH235	43
Fertilizer Spreader		
	Agri-Fab 45-0463	12
Push Blowers		
	Billy Goat	20
Lawn Mowers		
	Hustler X1 54"	4
	Hustler X1 60"	5
	Hustler Super Z	17
	Hustler Super S 52"	4
	eXMark Lazer Z X Series 60"	8
	eXMark 3S Series	10

Cayco
Landscape Services

Description/Type	Make / Model	Quantity
Boom		
	Genie Z-34/22 IC	3
Chipper		
	Vermeer 1000	3
	Whisper Chipper	2
Trailers		
	20' Open Trailers	4
	Hvy Equip Trailer	3
	Suncoast 18'	4
	Pace 18'	12
Truck		
	Chevy Silverado	4
	Toyota Tundra	2
	Ford F-150	2
	Chevy Colorado	1
	Freightliner M2 106 (Bucket)	2
	Chevy 5500 (Bucket)	1
	Isuzu NPR	19
	Nissan NV Cargo	2
Others		
	Kubota Wheel Loader	1
	Kubota Skid Steer	1
	Vermeer Grinder	4
	Ladders	35
	John Deere Gator	10
	Air Compressors	3
	Tree Pole Saws	30
	Gas Shovel	3
	Tree Trimming Equipment	Various
	Spray Fertilizing Rig	2
	1/2 Ton Jacks	28
	Pressure Washer	5

Cayco
Landscape Services

FACILITIES

Currently Cayco Landscaping is located at the address below:

3700 NW 10th Ave.
Oakland Park, FL 33309

We are currently in the process of evaluating the acquisition of a newer and larger facility.

Cayco
Landscape Services

MANAGEMENT TEAM

Daniel Gonzalez – Owner and President
Daniel is a certified Arborist from the International Society of Arboriculture - ISA and a certified Horticulture Professional from the Florida Nursery, Growers and Landscape Association (FNGLA). He also holds licenses for Pest Control, Green Industries Best Management Practices, Limited Fertilization, Limited Commercial Landscape Maintenance and Advanced Tree Trimming. He has 15+ years of experience in marketing and sales leading iconic brands such as Budweiser, Hershey's and Tiffany & Co. He holds an MBA from The Darden School of Business at the University of Virginia and is currently responsible for marketing, sales, operations and HR.

Alex Rotundo – Chief Financial Officer
Alex has 15+ years of experience in the financial services industry and as an entrepreneur. He currently manages the financial and administrative functions of the company.

Gerson Henriquez – Director of Operations
Gerson has 30+ years of commercial landscape experience with several national landscape firms and 15+ years in management. He has strong expertise in all critical aspects of the business, including operations, HR and sales.

Samuel Gonzalez – Tree Services Lead
Samuel has 15+ years of experience in tree services with several national tree firms. His experience includes tree pruning, removals, cabling and bracing, storm damage and fertilization and soil care. He is also a certified advanced tree trimmer by Broward County.

Francisco Mendes – Maintenance & Installation Lead
Francisco is our landscape maintenance and installation lead and has 15+ years of experience in all aspects of landscaping. He has been with Cayco Landscaping for 10+ years.

Samuel Lopez – Irrigation Lead
Samuel has 20+ years of experience in irrigation and is a certified irrigation contractor. His experience includes both commercial and residential customers in the areas of irrigation maintenance and installations.

Todd Stevenson – Pest Control Lead
Todd is a certified Pest Control Operator with 35+ years of experience. He was a former owner of a successful Pest Control company and has extensive experience both in management and in the field.

Cayco
Landscape Services

RESUME

Cayco Landscaping is a full services company providing a wide range of professional quality services for Grounds Maintenance, Fertilization, Pest Control, Tree Trimming & Removal, Planting, Landscape Design & Installation, and Irrigation.

Our staff is available to assist you 24 hours a day, seven days a week.

Cayco Landscaping is a leading landscape services company providing knowledgeable, professional and dependable services.

Our management and crews know how to work commercial projects, medians, swale, shoulders, parks, marinas, government facilities, rail road.

This is what we do all day, every day.

Cayco Landscaping's owner, management and supervisors have a combined sixty (60) years industry experience.

Cayco Landscaping has experienced staff that can handle any phase of work in the industry.

Cayco Landscaping has the proper equipment to perform any phase of work in the industry.

Cayco Landscaping has the proper licenses and trained staff.

Our company has a diverse workforce and our employees have pride in working for Cayco Landscaping. We give people opportunities they are not able to receive from other companies.

Cayco
Landscape Services

TRAFFIC MAINTENANCE

A basic MOT plan has been established for day to day maintenance projects for vehicles and crew.

When working special projects our staff certified MOT specialists will prepare a plan suited for the project. Specifically when there is a need for lane closures or other complex MOT working conditions.

All service vehicles are equipped with the following basic equipment:

- Traffic cones
- Men working signs
- Reflective triangle
- Beacon light
- Reflective safety shirts (Class 3 florescent yellow)

Supplier: Cayco Landscaping

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **RE-20-08** titled **"Parks Tree Trimming Services"** attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **Blue Marlin Investments Inc dba Cayco Landscaping**

STREET ADDRESS: **PO Box 5652**

CITY, STATE & ZIP CODE: **Fort Lauderdale**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Daniel Gonzalez** TITLE: **President**

E-MAIL: **dgonzalez@caycolandscaping.com**

TELEPHONE: **3144526005** FAX:

AUTHORIZED APPROVER:

NAME: **Daniel Gonzalez** TITLE:

E-MAIL: **dgonzalez@caycolandscaping.com**

TELEPHONE: **3144526005** FAX:

SIGNATURE: **Daniel Gonzalez**

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 "Proposal Requirements" of the bid package?

Attachment A - Contact Information Form	Yes ☑
Attachment B - Non-Collusive Affidavit	Yes ☑
Attachment C - Proposer's Completed Qualification Statement	Yes ☑
Attachment F - References Form	Yes ☑

Did you make sure to update the following documents found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes ☑
Form W-9 (Rev. October 2018)	Yes ☑
Sworn Statement on Public Entity Crimes Form	Yes ☑
Local Vendor Preference Certification	Yes ☑
Local Business Tax Receipts	Yes ☑
Veteran Owned Small Business Preference Certification	Yes ☑
Equal Benefits Certification Form	Yes ☑
Vendor Drug-Free Workplace Certification Form	Yes ☑
Scrutinized Company Certification	Yes ☑

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Tree trimming services are for various parks throughout the City on an as-needed basis, the City anticipates that the hardwood trees will be trimmed every three to four years and the palm trees will be trimmed every one to two years. For a list of parks please see **Attachment G: Park Locations and Tree Counts**

m #	Item Description	Estimated Number of Trees Per Year	Unit Price
1)	Total cost to provide tree trimming services for one hardwood tree per the specifications included in this IFB	450	Price to be Submitted Via BidSync
2)	Total cost to provide tree trimming services for one palm tree per the specifications included in this IFB	1764	Price to be Submitted Via BidSync

Supplier: Cayco Landscaping

City of Pembroke Pines

Attachment B

NON-COLLUSIVE AFFIDAVIT

BIDDER is the **Owner**,
(Owner, Partner, Officer, Representative or Agent)

BIDDER is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

Such Bid is genuine and is not a collusive or sham Bid;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm 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 have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached Bid or any other BIDDER, or to fix any overhead, profit, or cost element of the Bid Price or the Bid Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached Bid are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Printed Name/Signature **Daniel Gonzalez**

Title **President**

Name of Company **Blue Marlin Investments Inc. dba Cayco Landscaping**

Supplier: Cayco Landscaping

City of Pembroke Pines

Attachment C

PROPOSER'S QUALIFICATIONS STATEMENT

PROPOSER shall furnish the following information. Failure to comply with this requirement will render Bid non-responsive and shall cause its rejection. Additional sheets shall be attached as required.

PROPOSER'S Name and Principal Address:
Blue Marlin Investments Inc. dba Cayco Landscaping
3700 NW 10th Ave.
Oakland Park, FL 33309

PROPOSER'S License Number: **CC# B-1563 / FL-9611A**
(Please attach certificate of status, competency, and/or state registration.)

Number of years your organization has been in business **15 years**

State the number of years your firm has been in business under your present business name **15 years**

State the number of years your firm has been in business in the work specific to this solicitation: **15 years**

Names and titles of all officers, partners or individuals doing business under trade name:
Daniel Gonzalez - President
Alejandro Rotundo - Chief Operating Officer

IF USING A FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE.

Under what former name has your business operated? Include a description of the business. Failure to include such information shall be deemed to be intentional misrepresentation by the City and shall render the proposer non-responsive.
Our corporation's name is Blue Marlin Investments, Inc. and our dba is Cayco Landscaping.

I certify from the records of the State of Florida that CAYCO LANDSCAPING is a Fictitious Name registered with the Department of State on February 16, 2018. The Registration Number of this Fictitious Name is G18000024317.

Note: There is not an area to upload the document that certifies our DBA. We can provide at any time if needed.

At what address was that business located?
1100 NW 15th Ave.
Pompano Beach, FL 33069

Name, address, and telephone number of surety company and agent who will provide the required bonds on this contract:

Nielson Mosholder & Associates
4380 St Johns Pkwy # 110
Sanford, FL 32771

Have you ever failed to complete work awarded to you. If so, when, where and why?
N/A

Have you personally inspected the proposed WORK and do you have a complete plan for its performance?
Yes

Will you subcontract any part of this WORK? If so, give details including a list of each sub-contractor(s) that will perform work in excess of ten percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).
No

The foregoing list of subcontractor(s) may not be amended after award of the contract without the prior written approval of the Contract Administrator, whose approval shall not be reasonably withheld.

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

List and describe all successful Bond claims made to your surety (ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Proposer and its predecessor organization(s).
N/A

List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
N/A

List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.
N/A

Are you an Original provider sales representative distributor, broker, manufacturer other, of the commodities/services proposed upon? If other than the original provider, explain below.
No

Have you ever been debarred or suspended from doing business with any governmental agency? If yes, please explain:
No

Describe the firm's local experience/nature of service with contracts of similar size and complexity, it the previous three (3) years:

We perform tree trimming services for very large and reputable companies and government agencies such as: The City of Boynton Beach, Amazon and many large HOA's and apartment complexes in South Florida (including some located at Pembroke Pines). We are licensed and insured, our tree service team is extremely experienced and our work is done/supervised by Certified ISA Arborists.

The PROPOSER acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by CITY 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 CITY to reject the Bid, and if after the award, to cancel and terminate the award and/or contract.

Blue Marlin Investments Inc. dba Cayco Landscaping
(Company Name)

Daniel Gonzalez
(Printed Name/Signature)

Supplier: Cayco Landscaping

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Jacaranda Village Apartments, Plantation, Broward County**

Address: **461 NW 87th Rd**

City/State/Zip: **Plantation, FL 33324**

Contact Name: **Roberto Delgado** Title: **Maintenance Manager**

E-Mail Address: **rdelgado@scullycompany.com**

Telephone: **469-320-4232** Fax:

Project Information:

Name of Contractor Performing the work: **Cayco Landscaping**

Name and location of the project: **Tree Trimming**
Jacaranda Village Apartments
461 NW 87th Rd, Plantation, FL 33324

Nature of the firm's responsibility on the project: **Tree Trimming Hardwoods: Class 1 tree trimming with an emphasis on aesthetic considerations in addition to structural enhancement consisting of the removal of dead, dying, diseased, decayed, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area, lying branches and opening the interior for winds to flow through.**

Tree Trimming Palms: Palms trimmed per city code (all branches falling below the horizon) seed pods removed and all debris disposed.

Project duration: **5 days** Completion (Anticipated) Date: **10/6/2020**

Size of project: **350 trees** Cost of project: **$16,000**

Work for which staff was responsible: **Tree trimming**

Contract Type: **Yearly**

The results/deliverables of the project: **High customer satisfaction**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **The Pines at Delray North, Delray Beach, Palm Beach County**

Address: **1431 NW 18th Ave.**

City/State/Zip: **Delray Beach, FL 33445**

Contact Name: **Ralph Ham** Title: **Community Association Manager**

E-Mail Address: **rham@castlegroup.com**

Telephone: **786-412-5495** Fax:

Project Information:

Name of Contractor Performing the work: **Cayco Landscaping**

Name and location of the project: **Tree Trimming**
The Pines at Delray North
1431 NW 18th Ave., Delray Beach, FL 33445

Nature of the firm's responsibility on the project: **Tree Trimming Hardwoods: Class 1 tree trimming with an emphasis on aesthetic considerations in addition to structural enhancement consisting of the removal of dead, dying, diseased, decayed, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area, lying branches and opening the interior for winds to flow through.**

Tree Trimming Palms: Palms trimmed per city code (all branches falling below the horizon) seed pods removed and all debris disposed.

Project duration: **10 days** Completion (Anticipated) Date: **06/19/2020**

Size of project: **430 trees** Cost of project: **$16,000**

Work for which staff was responsible: **Tree trimming**

Contract Type: **Yearly**

The results/deliverables of the project: **High customer satisfaction**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Kensington Green, Coral Springs, Broward County**

Address: **NW 46th Dr**

City/State/Zip: **Coral Springs, FL 33076**

Contact Name: **Jean Noto** Title: **Regional Manager**

E-Mail Address: **jean@benchmarkpm.com**

Telephone: **954-344-5353** Fax:

Project Information:

Name of Contractor Performing the work: **Cayco Landscaping**

Name and location of the project: **Tree Trimming**
Kensington Green
NW 46th Dr
Coral Springs, FL 33076

Nature of the firm's responsibility on the project: **Tree Trimming Hardwoods: Class 1 tree trimming with an emphasis on aesthetic considerations in addition to structural enhancement consisting of the removal of dead, dying, diseased, decayed, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area, lying branches and opening the interior for winds to flow through.**

Tree Trimming Palms: Palms trimmed per city code (all branches falling below the horizon) seed pods removed and all debris disposed.

Project duration: **10 days** Completion (Anticipated) Date: **7/17/2020**

Size of project: **430 trees** Cost of project: **$13,000**

Work for which staff was responsible: **Tree trimming**

Contract Type: **Yearly**

The results/deliverables of the project: **High customer satisfaction**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **St. Andrews at Palm Aire, Pompano Beach, Broward County**

Address: **1000 SW 46th Ave**

City/State/Zip: **Pompano Beach, FL 33069**

Contact Name: **Venessa Chin** Title: **Property Manager**

E-Mail Address: **vchin@scullycompany.com**

Telephone: **844-825-6434** Fax:

Project Information:

Name of Contractor Performing the work: **Cayco Landscaping**

Name and location of the project: **Tree Trimming**
St Andrews at Palm Aire
1000 SW 46th Ave
Pompano Beach, FL 33069

Nature of the firm's responsibility on the project: **Tree Trimming Hardwoods: Class 1 tree trimming with an emphasis on aesthetic considerations in addition to structural enhancement consisting of the removal of dead, dying, diseased, decayed, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area, lying branches and opening the interior for winds to flow through.**

Tree Trimming Palms: Palms trimmed per city code (all branches falling below the horizon) seed pods removed and all debris disposed.

Project duration: **5 days** Completion (Anticipated) Date: **10/26/2020**

Size of project: **410** Cost of project: **$16,000**

Work for which staff was responsible: **Tree trimming**

Contract Type: **Yearly**

The results/deliverables of the project: **High customer satisfaction**

REFERENCES FORM

Provide specific examples of similar contracts. References should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. **This form should be duplicated for each reference and any additional information that would be helpful can be attached.**

Reference Contact Information:

Name of Firm, City, County or Agency: **Crystal Palms, Boca Raton, Palm Beach County**

Address: **6874 Palmetto Cir S**

City/State/Zip: **Boca Raton, FL 33433**

Contact Name: **Nancy Sturgis** Title: **Property Manager**

E-Mail Address: **nsturgis@scullycompany.com**

Telephone: **844-868-1495** Fax:

Project Information:

Name of Contractor Performing the work: **Cayco Landscaping**

Name and location of the project: **Tree Trimming**
Crystal Palms
6874 Palmetto Cir S
Boca Raton, FL 33433

Nature of the firm's responsibility on the project: **Tree Trimming Hardwoods: Class 1 tree trimming with an emphasis on aesthetic considerations in addition to structural enhancement consisting of the removal of dead, dying, diseased, decayed, interfering, objectionable, obstructing, and weak branches, as well as selective thinning to lessen wind resistance. The removal of such described branches is to include those on the main trunks, as well as those inside the leaf area, lying branches and opening the interior for winds to flow through.**

Tree Trimming Palms: Palms trimmed per city code (all branches falling below the horizon) seed pods removed and all debris disposed.

Project duration: **10 days** Completion (Anticipated) Date: **9/4/2020**

Size of project: **350 trees** Cost of project: **$13,000**

Work for which staff was responsible: **Tree trimming**

Contract Type: **Yearly**

The results/deliverables of the project: **High customer satisfaction**

Supplier: Cayco Landscaping

City of Pembroke Pines

Attachment A

CONTACT INFORMATION FORM

IN ACCORDANCE WITH **RE-20-08** titled **"Parks Tree Trimming Services"** attached hereto as a part hereof, the undersigned submits the following:

A) Contact Information

The Contact information form shall be electronically signed by one duly authorized to do so, and in case signed by a deputy or subordinate, the principal's properly written authority to such deputy or subordinate must accompany the proposal. This form must be completed and submitted through www.bidsync.com as part of the bidder's submittal. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

COMPANY INFORMATION:

COMPANY: **Blue Marlin Investments Inc. dba Cayco Landscaping**
STREET ADDRESS: **3700 NW 10th Ave**
CITY, STATE & ZIP CODE: **Oakland Park, FL 33309**

PRIMARY CONTACT FOR THE PROJECT:

NAME: **Daniel Gonzalez**TITLE: **President**
E-MAIL: **dgonzalez@caycolandscaping.com**
TELEPHONE: **866-203-2292**FAX:

AUTHORIZED APPROVER:

NAME: **Daniel Gonzalez**TITLE: **President**
E-MAIL: **dgonzalez@caycolandscaping.com**
TELEPHONE: **866-203-2292**FAX:
SIGNATURE: **Daniel Gonzalez**

B) Proposal Checklist

Did you make sure to submit the following items, as stated in section 1.5 "Proposal Requirements" of the bid package?

Attachment A - Contact Information Form	Yes ☑
Attachment B - Non-Collusive Affidavit	Yes ☑
Attachment C - Proposer's Completed Qualification Statement	Yes ☑
Attachment F - References Form	Yes ☑

Did you make sure to update the following documents found under the "Vendor Registration" group of "Qualifications" on the BidSync website for the City of Pembroke Pines?

Vendor Information Form	Yes ☑
Form W-9 (Rev. October 2018)	Yes ☑
Sworn Statement on Public Entity Crimes Form	Yes ☑
Local Vendor Preference Certification	Yes ☑
Local Business Tax Receipts	Yes ☑
Veteran Owned Small Business Preference Certification	Yes ☑
Equal Benefits Certification Form	Yes ☑
Vendor Drug-Free Workplace Certification Form	Yes ☑
Scrutinized Company Certification	Yes ☑

C) Sample Proposal Form

The following sample price proposal is for information only. The vendor must provide their pricing through the designated lines items listed on the BidSync website.

Tree trimming services are for various parks throughout the City on an as-needed basis, the City anticipates that the hardwood trees will be trimmed every three to four years and the palm trees will be trimmed every one to two years. For a list of parks please see **Attachment G: Park Locations and Tree Counts**

PALM TREES AS NEEDED

Item #	Item Description	Estimated Number of Trees Per Year	Unit Price
1)	Total cost to provide tree trimming services for one PALM TREE tree per the specifications included in this IFB	450	Price to be Submitted Via BidSync

HARDWOOD TREES IN EAST SIDE PARKS

Item #	Item Description	Unit Price
1)	108TH AVENUE KIDDIE PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	Price to be Submitted Via BidSync
2)	111TH AVENUE KIDDIE PARK - Total cost to provide tree trimming services for	Price to be Submitted Via BidSync

	all hardwood trees in the park per the specifications included in this IFB	
3)	ASHLEY HALE PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
4)	BEN FIORENDINO PEMBROKE LAKES PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
5)	CINNAMON PLACE PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
6)	CRAIG RUPP K-9 PARK/LINEAR PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
7)	FLAMINGO PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
8)	FLETCHER PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
9)	JACK MCCLUSKEY RAINBOW PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
10)	JOHN FAHEY PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
11)	MAXWELL PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
12)	MEMORIAL PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
13)	PASADENA PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
14)	PEMBROKE LAKES TENNIS CENTER AND GOF COURSE (PARKING LOT ONLY) NO TREES	**Price to be Submitted Via BidSync**

	ON THE GOLF COURSE - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	
15)	PINES RECREATION - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
16)	RAINTREE PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
17)	STUDIO 18 - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
18)	TANGLEWOOD PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**
19)	WALNUT CREEK PARK - Total cost to provide tree trimming services for all hardwood trees in the park per the specifications included in this IFB	**Price to be Submitted Via BidSync**

INDIVIDUAL HARDWOOD TREES AS NEEDED

Item #	Item Description	Unit Price
1)	Total cost to provide tree trimming services for one SMALL hardwood tree per the specifications included in this IFB	**Price to be Submitted Via BidSync**
2)	Total cost to provide tree trimming services for one MEDIUM hardwood tree per the specifications included in this IFB	**Price to be Submitted Via BidSync**
3)	Total cost to provide tree trimming services for one LARGE hardwood tree per the specifications included in this IFB	**Price to be Submitted Via BidSync**
4)	Total cost to provide tree trimming services for one EXTRA LARGE hardwood tree per the specifications included in this IFB	**Price to be Submitted Via BidSync**

DocuSign Envelope ID: D2EA95F3-FA65-422A-B273-97A1A03D413A

EQUAL BENEFITS CERTIFICATION FORM
FOR DOMESTIC PARTNERS AND ALL MARRIED COUPLES

Except where federal or state law mandates to the contrary, a Contractor awarded a Contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

The Contractor shall provide the City and/or the City Manager or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this section, and upon request shall provide evidence that the Contractor is in compliance with the provisions of this section upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section. Records shall include but not be limited to providing the City and/or the City Manager or his/her designee with certified copies of the Contractor's records pertaining to its benefits policies and its employment policies and practices.

The Contractor must conspicuously make available to all employees and applicants for employment the following statement:

> **"During the performance of a contract with the City of Pembroke Pines, Florida, the Contractor will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City's Code of Ordinances, and its employees with Domestic Partners and all Married Couples".**

The posted statement must also include a City contact telephone number and email address which will be provided to each contractor when a covered contract is executed.

SECTION 1 DEFINITIONS

1. **Benefits** means the following plan, program or policy provided or offered by a contractor to its employees as part of the employer's total compensation package which may include but is not limited to sick leave, bereavement leave, family medical leave, and health benefits.

2. **Cash Equivalent** mean the amount of money paid to an employee with a domestic partner or spouse in lieu of providing benefits to the employee's domestic partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee for his or her spouse from a traditional marriage.

3. **Covered Contract** means a contract between the City and a contractor awarded subsequent to the date when this section becomes effective valued at over $25,000 or the threshold amount required for competitive bids as required in section 35.18(A) of the Procurement Code.

4. **Domestic Partner** shall mean any two (2) adults of the same or different sex who have registered as domestic partners with a governmental body pursuant to state or local law authorizing such registration, or with an internal registry maintained by the employer of at

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least one of the domestic partners. A contractor may institute an internal registry to allow for the provision of equal benefits to employees with domestic partners who do not register their partnerships pursuant to a governmental body authorizing such registration, or who are located in a jurisdiction where no such governmental domestic partnership registry exists. A contractor that institutes such registry shall not impose criteria for registration that are more stringent than those required for domestic partnership registration by the City of Pembroke Pines.

5. **Equal benefits** means the equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners.

6. **Spouse** means one member of a married pair legally married under the laws of any state within the United States of America or any other jurisdiction under which such marriage is legally recognized, irrespective of gender.

7. **Traditional marriage** means a marriage between one man and one woman.

SECTION 2 CERTIFICATION OF CONTRACTOR

The firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of Section 35.39 "City Contractors providing Equal Benefits for Domestic Partners and all Married Couples" of the City's Code of Ordinances, and certifies the following (**Check only one box below**):

☐ **A.** Contractor currently complies with the requirements of this section; or

☐ **B.** Contractor will comply with the conditions of this section at the time of contract award; or

☐ **C.** Contractor will not comply with the conditions of this section at the time of contract award: or

☐ **D.** Contractor does not comply with the conditions of this section because of the following allowable exemption **(Check only one box below):**

☐ **1.** The Contractor does not provide benefits to employees' spouses in traditional marriages;

☐ **2.** The Contractor provides an employee the cash equivalent of benefits because the Contractor is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, the Contractor shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Cash equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The cash equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse;

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☐ **3.** The Contractor is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated supervised or controlled by or in conjunction with a religious organization, association, or society;

☐ **4.** The Contractor is a governmental agency;

The certification shall be signed by an authorized officer of the Contractor. Failure to provide such certification (by checking the appropriate boxes above along with completing the information below) shall result in a Contractor being deemed non-responsive.

COMPANY NAME: Blue Marlin Investments Inc. dba Cayco Landscaping

AUTHORIZED OFFICER NAME / SIGNATURE: Daniel Gonzalez

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BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2020

DBA:
Business Name: CAYCO LANDSCAPING

Receipt #: 324-289996
Business Type: LAWN MAINTENANCE/LANDSCAPE (LANDSCAPE)

Owner Name: DANIEL GONZALEZ
Business Location: 1100 NW 15 AVE
POMPANO BEACH
Business Phone: 954-876-125

Business Opened: 04/03/2018
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		16		

For Vending Business Only
Number of Machines: Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CAYCO LANDSCAPING
1100 NW 15 AVE
POMPANO BEACH, FL 33069

Receipt #WWW-18-00182156
Paid 07/24/2019 150.00

2019 - 2020

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

BUSINESS TAX RECEIPT

CITY OF OAKLAND PARK

2019-2020

MAILING ADDRESS

DANIEL GONZALEZ
1014 BLUEWOOD TER
WESTON FL 33327

ISSUED DATE: October 11, 2019

NAME AND LOCATION OF LICENSEE

BLUE MARLIN INVESTMENTS INC DBA CAYCO LANDSCAPING
3700 NW 10 AVE
BAY 19
OAKLAND PARK, FL 33309

LICENSE NUMBER 2020003161

ORIGINAL NUMBER 2019003850

LICENSE EXPIRES 9/30/2020

THE PERSON OR FIRM NAMED ABOVE IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS PROFESSION OR OCCUPATION LISTED BELOW IN THE CITY OF OAKLAND PARK FLORIDA.

BUSINESS CODE 06520

BUSINESS DESCRIPTION LANDSCAPING AND IRRIGATION

RESTRICTIONS STORAGE ONLY
NO OUTSIDE STORAGE

LICENSE MUST BE CONSPICUOUSLY POSTED AT THE PLACE OF BUSINESS SHOWN

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

BUSINESS TAX RECEIPT

CITY OF OAKLAND PARK

2020-2021

MAILING ADDRESS

DANIEL GONZALEZ
1014 BLUEWOOD TER
WESTON FL 33327

ISSUED DATE: August 22, 2020

NAME AND LOCATION OF LICENSEE

BLUE MARLIN INVESTMENTS INC DBA CAYCO LANDSCAPING
3700 NW 10 AVE
BAY 19
OAKLAND PARK, FL 33309

LICENSE NUMBER 2021002673

ORIGINAL NUMBER 2019003850

LICENSE EXPIRES 9/30/2021

THE PERSON OR FIRM NAMED ABOVE IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS PROFESSION OR OCCUPATION LISTED BELOW IN THE CITY OF OAKLAND PARK FLORIDA.

BUSINESS CODE 06520

BUSINESS DESCRIPTION LANDSCAPING AND IRRIGATION

RESTRICTIONS STORAGE ONLY
NO OUTSIDE STORAGE

LICENSE MUST BE CONSPICUOUSLY POSTED AT THE PLACE OF BUSINESS SHOWN

DocuSign Envelope ID: D2EA95F2-FA65-422A-B272-97A1A03D412A

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: CAYCO LANDSCAPING

Receipt #: 324-289996
Business Type: LAWN MAINTENANCE/LANDSCAPE (LANDSCAPE)

Owner Name: DANIEL GONZALEZ
Business Location: 1100 NW 15 AVE
POMPANO BEACH
Business Phone: 954-876-1254

Business Opened: 04/03/2018
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		16		

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

THIS RECEIPT MUST BE POSTED CONSPICUOUSLY IN YOUR PLACE OF BUSINESS

THIS BECOMES A TAX RECEIPT

WHEN VALIDATED

This tax is levied for the privilege of doing business within Broward County and is non-regulatory in nature. You must meet all County and/or Municipality planning and zoning requirements. This Business Tax Receipt must be transferred when the business is sold, business name has changed or you have moved the business location. This receipt does not indicate that the business is legal or that it is in compliance with State or local laws and regulations.

Mailing Address:

CAYCO LANDSCAPING
1100 NW 15 AVE
POMPANO BEACH, FL 33069

Receipt #WWW-19-00192582
Paid 07/06/2020 150.00

2020 - 2021

BROWARD COUNTY LOCAL BUSINESS TAX RECEIPT

115 S. Andrews Ave., Rm. A-100, Ft. Lauderdale, FL 33301-1895 – 954-831-4000

VALID OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021

DBA:
Business Name: CAYCO LANDSCAPING

Receipt #: 324-289996
Business Type: LAWN MAINTENANCE/LANDSCAPE (LANDSCAPE)

Owner Name: DANIEL GONZALEZ
Business Location: 1100 NW 15 AVE
POMPANO BEACH
Business Phone: 954-876-1254

Business Opened: 04/03/2018
State/County/Cert/Reg:
Exemption Code:

Rooms	Seats	Employees	Machines	Professionals
		16		

Signature

For Vending Business Only — Number of Machines: — Vending Type:

Tax Amount	Transfer Fee	NSF Fee	Penalty	Prior Years	Collection Cost	Total Paid
150.00	0.00	0.00	0.00	0.00	0.00	150.00

Receipt #WWW-19-00192582
Paid 07/06/2020 150.00

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SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER FLORIDA STATUTES CHAPTER 287.133(3)(a).

1. This sworn statement is submitted Blue Marlin Investments Inc. dba Cayco Landscaping
(name of entity submitting sworn statement)
whose business address is 3700 NW 10th Ave., Oakland Park, FL 33310
and (if applicable) its Federal Employer Identification Number (FEIN) is 30-0962212. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. My name is Daniel Gonzalez and my
(Please print name of individual signing)
relationship to the entity named above is President.

3. 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 bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that a "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, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

   1. A predecessor or successor of a person convicted of a public entity crime: or

   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 Cityship by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a

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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.

6. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with 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.

7. 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.)**

☑ A) Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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.

☐ B) 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.)**

☐ B1) 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.)**

☐ B2) 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.)**

☐ B3) 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.)**

David Gonzalez
Bidder's Name

Signature

Blue Marlin Investments Inc. Cayo Landscaping
Company Name

11/9/2020
Date

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City of Pembroke Pines

SCRUTINIZED COMPANY CERTIFICATION
PURSUANT TO FLORIDA STATUTE § 287.135.

I, Daniel Gonzalez / President (Print Name and Title), on behalf of Blue Marlin Investments Inc. dba Cayco Landscaping (Company Name),

certify that Blue Marlin Investments Inc. dba Cayco Landscaping (Company Name):

1. Does not participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Daniel Gonzalez / President
Print Name / Title

Signature

Blue Marlin Investments Inc. dba Cayco Landscaping
Company Name

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VENDOR DRUG-FREE WORKPLACE CERTIFICATION FORM

SECTION 1 GENERAL TERM

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 drugfree 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:

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 bid 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 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.
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.

SECTION 2 AFFIRMATION

☑ Place a check mark here only if affirming bidder **complies fully** with the above requirements for a Drug-Free Workplace.

☐ Place a check mark here only if affirming bidder **does not** meet the requirements for a Drug-Free Workplace.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for Drug-Free Workplace Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for Drug-Free Workplace Preference based on their sub-contractors' qualifications.

Blue Marlin Investments Inc. dba Cayco Landscaping

Company Name

Daniel Gonzalez

Authorized Signer Name

Authorized Signature

DocuSign Envelope ID: 03EA95F3-FA65-433A-B273-97A1A03D413A

(OFFICE USE ONLY) Vendor number:

Vendor Information Form

Operating Name (Payee)	Cayco Landscaping		
Legal Name (as filed with IRS)	Blue Marlin Investments Inc.		
Remit-to Address (For Payments)	PO Box 5652, Ft. Lauderdale, FL 33310		
Remit-to Contact Name:	Daniel Gonzalez	**Title:**	President
Email Address:	dgonzalez@caycolandscaping.com		
Phone #:	(866) 203-2292	**Fax #**	
Order-from Address (For purchase orders)			
Order-from Contact Name:	Daniel Gonzalez	**Title:**	President
Email Address:	info@caycolandscaping.com		
Phone #:	(866) 203-2292	**Fax #**	
Return-to Address (For product returns)	PO Box 5652, Ft. Lauderdale, FL 33310		
Return-to Contact Name	Daniel Gonzalez	**Title:**	President
Email Address:	info@caycolandscaping.com		
Phone #:	(866) 203-2292	**Fax #**	
Payment Terms:	Net 30		

Type of Business (please check one and provide Federal Tax identification or social security Number)

- ☑ **Corporation**
- ☐ **Sole Proprietorship/Individual**
- ☐ **Partnership**
- ☐ **Health Care Service Provider**
- ☐ **LLC – C (C corporation) – S (S corporation) – P (partnership)**
- ☐ **Other (Specify):**

Federal ID Number: 30-0962212

Social Security No.:

Name & Title of Applicant Daniel Gonzalez / President

Signature of Applicant

Date 11/9/2020

DocuSign Envelope ID: D0EA9SF2-FA85-422A-AB27-2467A1ADD412A

VETERAN OWNED SMALL BUSINESS (VOSB) PREFERENCE CERTIFICATION

SECTION 1 GENERAL TERM

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE

The evaluation of competitive bids is subject to section 35.37 of the City's Procurement Procedures which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to veteran owned small businesses. To satisfy this requirement, the vendor shall affirm in writing its compliance with the following objective criteria as of the bid or proposal submission date stated in the solicitation. A veteran owned small business shall be defined as:

1. "Veteran Owned Small Business" shall mean a business entity which has received a "Determination Letter" from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).

A preference of two and a half percent (2.5%) of the total evaluation point, or two and a half percent (2.5%) of the total price, shall be given to the **Veteran Owned Small Business (VOSB)**. This shall mean that if a **VOSB** submits a bid/quote that is within 2.5% of the lowest price submitted by any vendor, the **VOSB** shall have an option to submit another bid which is at least 1% lower than the lowest responsive bid/quote. If the **VOSB** submits a bid which is at least 1% lower than that lowest responsive bid/quote, then the award will go to the **VOSB**. If not, the award will be made to the vendor that submits the lowest responsive bid/quote. If the lowest responsive and responsible bidder IS a **"Local Pembroke Pines Vendor" (LPPV)** or a **"Local Broward County Vendor" (LBCV)** as established in Section 35.36 of the City's Code of Ordinances, entitled "Local Vendor Preference", then the award will be made to that vendor and no other bidders will be given an opportunity to submit additional bids as described herein.

If there is a **LPPV**, a **LBCV**, and a **VOSB** participating in the same bid solicitation and all three vendors qualify to submit a second bid, the **LPPV** will be given first option. If the **LPPV** cannot beat the lowest bid received by at least 1%, an opportunity will be given to the **LBCV**. If the **LBCV** cannot beat the lowest bid by at least 1%, an opportunity will be given to the **VOSB**. If the **VOSB** cannot beat the lowest bid by at least 1%, then the bid will be awarded to the lowest bidder.

If multiple **VOSBs** submit bids/quotes which are within 2.5% of the lowest bid/quote and there are no **LPPV** or **LBCV** as described in Section 35.36 of the City's Code of Ordinance, entitled "Local Vendor Preference", then all **VOSBs** will be asked to submit a **Best and Final Offer (BAFO)**. The award will be made to the **VOSB** submitting the lowest **BAFO** providing that that **BAFO** is at least 1% lower than the lowest bid/quote received in the original solicitation. If no **VOSB** can beat the lowest bid/quote by at least 1%, then the award will be made to the lowest responsive bidder.

COMPARISON OF QUALIFICATIONS

The preferences established in no way prohibit the right of the City to compare quality of supplies or services for purchase and to compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals. Further, the preference established in no way prohibit the right of the city from giving any other preference permitted by law instead of the preferences granted, nor prohibit the city to select the bid or proposal which is the most responsible and in the best interests of the city.

SECTION 2 AFFIRMATION

VETERAN OWNED SMALL BUSINESS (VOSB) PREFEREENCE CERTIFICATION:

☐ Place a check mark here only if affirming bidder meets requirements above as a Veteran Owned Small Business. In addition, the bidder must attach the "Determination Letter" from the U.S. Dept. of Veteran Affairs Center.

☑ Place a check mark here only if affirming bidder does not meet the requirements above as a VOSB.

Failure to complete this certification at this time (by checking either of the boxes above) shall render the vendor ineligible for VOSB Preference. This form must be completed by/for the proposer; the proposer WILL NOT qualify for VOSB Preference based on their sub-contractors' qualifications.

COMPANY NAME: Blue Marlin Investments Inc. dba Cayco Landscaping

PRINTED NAME / AUTHORIZED SIGNATURE: Daniel Gonzalez

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.

Blue Marlin Investments, Inc.

2 Business name/disregarded entity name, if different from above

Cayco Landscaping

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.

P.O. Box 5652

6 City, state, and ZIP code

Ft. Lauderdale, FL 33315

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. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

3	0	–	0	9	6	2	2	1	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

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Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

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The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

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1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

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The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 8.

File ID:	21-0405	**Type:** Bid	**Status:** Passed
Version:	1	**Agenda Section:**	**In Control:** City Commission
			File Created: 05/10/2021
Short Title:	Award of IFB # RE-20-08 "Parks Tree Trimming Services"		**Final Action:** 05/19/2021

Title: MOTION TO AWARD IFB # RE-20-08 "PARKS TREE TRIMMING SERVICES" TO THE MOST RESPONSIVE/RESPONSIBLE BIDDER, CAYCO LANDSCAPING FOR A TWO YEAR PERIOD FOR AN ANNUAL AMOUNT OF $50,258, AND FOR A TOTAL AMOUNT NOT TO EXCEED $100,516 OVER THE CONTRACT PERIOD.

***Agenda Date:** 05/19/2021

Agenda Number: 8.

Internal Notes:

Attachments: 1. Blue Marlin Investment dba Cayco Landscaping Executed Contract, 2. Exhibit A - RE-20-08 Parks Tree Trimming Services, 3. Exhibit B - Cayco Landscaping- Vendor Submittal, 4. RE-20-08 Bid Tabulation

1	City Commission	05/19/2021	approve	Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Schwartz, Commissioner Castillo, and Commissioner Siple

Nay: - 0

MOTION TO AWARD IFB # RE-20-08 "PARKS TREE TRIMMING SERVICES" TO THE MOST RESPONSIVE/RESPONSIBLE BIDDER, CAYCO LANDSCAPING FOR A TWO YEAR PERIOD FOR AN ANNUAL AMOUNT OF $50,258, AND FOR A TOTAL AMOUNT NOT TO EXCEED $100,516 OVER THE CONTRACT PERIOD.

PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinances is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.15 defines an Invitation for Bid as "A written solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated therein

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and specifically defining the commodities or services for which bids are sought. The invitation for bid shall be used when the city is capable of specifically defining the scope of work for which a service is required or when the city is capable of establishing 15 precise specifications defining the actual commodities required. The invitation for bid shall include instructions to bidders, plans, drawings and specifications, if any, bid form and other required forms and documents to be submitted with the bid."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS.

- Section 35.18(A) states, "A purchase of or contracts for commodities or services that is estimated by the Chief Procurement Officer to cost more than $25,000 shall be based on sealed competitive solicitations as determined by the Chief Procurement Officer, except as specifically provided herein."

- Section 35.19 of the City's Code of Ordinances is titled "SEALED COMPETITIVE BIDDING PROCEDURE."

- Section 35.19(A) states "All sealed competitive solicitations as defined in § 35.18 shall be presented to the City Commission for their consideration prior to advertisement."

- Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."

- Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval.

- Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of $25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."

SUMMARY EXPLANATION AND BACKGROUND:

1. On October 7, 2020, the City Commission authorized the advertisement of IFB # RE-20-08 "Parks Tree Trimming Services", which was advertised on October 13, 2020.

2. The purpose of this solicitation was to seek proposals from qualified firms to perform a palm tree and hardwood tree trimming service, throughout the park system.

3. On December 8, 2020, the City opened nine (9) proposals from the following vendors:

Vendor Name **Total Cost**

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Mainguy Landscape Services $ 13,620.00
SFM Services, Inc. $ 15,900.00
Blue Marlins DBA Cayco Landscaping $ 34,978.00
DynaServ $ 101,987.50
Elan Lawn and Landscape $ 109,509.00
Grass Roots Complete $ 115,209.26
EDJ Service LLC/EDJ Tree Service LLC $ 124,634.55
Landscape Service Professionals, Inc $ 222,505.00
Superior Landscaping Lawn Service, Inc $ 257,420.00

4. Mainguy Lanscaping Services and SFM Services, Inc. have been deemed non-responsive because they did not submit pricing in the format requested. (This is the reason their total cost was so low.)

5. The Recreation Department & Cultural Arts Department has reviewed the proposals and has deemed Cayco Landscaping to be the most responsive/responsible bidder, and would like to execute a two year agreement.

6. In addition, Cayco Landscaping has also completed the Equal Benefits Certification Form and has stated that the Contractor currently complies with the requirements of this section.

7. The Recreation & Cultural Arts Department is requesting to add an additional $15,280 to the base bid of $34,978, for additional tree trimming services as needed, bringing the total annual amount to $50,258.

8. Request Commission to award IFB # RE-20-08 "Parks Tree Trimming Services" to the most responsive/responsible bidder, Cayco Landscaping in the annual amount of $50,258, and for a total amount not to exceed $100,516.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: $50,258 ($100,516 for the two year period of the agreement)
b) Amount budgeted for this item in Account No: Funds are currently budgeted for this project in account # 001-572-7001-546150-0000-000-0000 (R&M Land-Bldg &Impr.)
c) Source of funding for difference, if not fully budgeted: Not Applicable
d) 5 year projection of the operational cost of the project:

	Year 1	Year 2	Year 3	Year 4	Year 5
Revenues	$0	$0	NA	NA	NA
Expenditures	$50,258	$50,258	NA	NA	NA
Net Cost	$0	$0	NA	NA	NA

e) Detail of additional staff requirements: Not Applicable.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/2021

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:** Monica Cavaioli
Floridian Coastline Group	**PHONE (A/C, No, Ext):** (954) 302-4531 **FAX (A/C, No):** (954) 692-3941
2450 E Commercial Blvd	**E-MAIL ADDRESS:** monica@floridiancoastline.com
Suite 203	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
Ft Lauderdale FL 33308	**INSURER A:** Arch Insurance Co
INSURED	**INSURER B:** Mount Vernon Fire Ins Co 26522
Blue Marlin Investments Inc, DBA: Cayco Landscaping	**INSURER C:** Infinity
3700 NW 10 Ave	**INSURER D:** Insurance Company of the West
	INSURER E:
Oakland Park FL 33309	**INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** CL2012114012 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ POLLUTION LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			BPPKG0663100	11/20/2020	11/20/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
C	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			509820053307001	11/20/2020	11/20/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			BPFXS0064400	11/20/2020	11/20/2021	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WFL5033895-05	03/30/2021	03/30/2022	☒ 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	INLAND MARINE			CI2556146	11/20/2021	11/20/2022	EQUIPMENT	93,764

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.
The certificate holder is named as additional insured with regard to general liability.

CERTIFICATE HOLDER

CITY OF PEMBROKE PINES
601 CITY CENTER WAY
PEMBROKE PINES FL 33025

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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FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND BLUE MARLIN INVESTMENTS, INC. D/B/A CAYCO LANDSCAPING

THIS AMENDMENT ("First Amendment"), dated August 27, 2024, is entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of **601 City Center Way, Pembroke Pines, FL 33025**, hereinafter referred to as "CITY",

and

BLUE MARLIN INVESTMENTS, INC. D/B/A CAYCO LANDSCAPING, a For Profit Corporation as listed with the Florida Division of Corporations, with a business address of **812 96th Court South, Boynton Beach, FL 33472,** hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may hereinafter be referred to collectively as the "Parties" and individually as a "Party".

WHEREAS, on **September 28, 2023**, the Parties entered into an Agreement ("Original Agreement") for the provision of trees, plants, and other landscaping materials on as needed basis for various landscaping projects that arise throughout the City, for an initial **one (1) year** period, which expires on **September 27, 2024**; and,

WHEREAS, the Original Agreement authorized the renewal thereof at the expiration of the initial term for **five (5)** additional **one (1) year** terms pursuant to written amendments to the Original Agreement extending the term thereof; and,

WHEREAS, the Parties desire to renew the term of the Original Agreement for an additional **one (1) year** period, which shall commence on **September 28, 2024**, and naturally expire on **September 27, 2025**, as set forth in this First Amendment.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for an additional **one (1) year** period, which shall commence on **September 28, 2024**, and naturally expire on **September 27,**

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2025.

SECTION 3. Scrutinized Companies. CONTRACTOR, 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 Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

SECTION 4. Employment Eligibility. CONTRACTOR certifies that it 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.

4.1 **Definitions for this Section.**

4.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.2 "Contractor" includes, but is not limited to, a vendor or consultant.

4.1.3 "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.

4.1.4 "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.

4.2 **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-

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Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

4.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. 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 Pembroke Pines; and

4.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

SECTION 5. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 6. The Parties agree that in all other respects the Original Agreement shall remain in full force and effect, except as specifically modified herein.

SECTION 7. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this First Amendment. The exhibits, if not physically attached, should be treated as part of this First Amendment and are incorporated herein by reference.

SECTION 8. Each person signing this First Amendment on behalf of either Party individually warrants that he or she has full legal power to execute this First Amendment 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 First Amendment.

SECTION 9. This First Amendment 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 First Amendment by the Parties shall be legally binding, valid and effective upon delivery of the executed documents

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to the other Party through facsimile transmission, email, or other electronic delivery.

SIGNATURE PAGE FOLLOWS

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IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

DocuSigned by:
Jacob Horowitz
A563A1DDEFD5417...

Print Name: Jacob Horowitz
OFFICE OF THE CITY ATTORNEY

BY: DocuSigned by:
E2D2D4AA8795454...
August 26, 2024
MAYOR ANGELO CASTILLO

ATTEST:

DocuSigned by:
Debra Rogers
F8EA9A23A58B417...
August 27, 2024
DEBRA ROGERS, CITY CLERK

BY: DocuSigned by:
Charles F. Dodge
47B966ECFDAD4AC...
August 26, 2024
CHARLES F. DODGE, CITY MANAGER

Signed by:

CONTRACTOR:

BLUE MARLIN INVESTMENTS, INC. D/B/A CAYCO LANDSCAPING

Signed By: DocuSigned by:
Daniel Gonzalez
80D86832917840B...

Printed Name: Daniel Gonzalez

Title: President

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-219- Approve a First Amendment to the Piggyback Agreement with ErgoFlex Systems, Inc., d/b/a Xybix Systems, Inc., for the second phase of renovation and upgrading of the Boynton Beach Police Department's Communications Center, 2080 High Ridge Road, in an amount not to exceed $135,207.32.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-219.

Explanation of Request: The Communications Center was last updated in 2012 and currently has five radio consoles. While technology continues to evolve, the communications center requires updating to maintain 24/7 services to the City's fire department, police department, and the community we serve. Upgrade of the communications center will allow for two additional radio consoles and the replacement of ten workstations. Additionally, this will allow for future expansion within our communications center as our city continues to see positive growth.

The Boynton Beach City Commission approved phase one of this project on July 16, 2024. Palm Beach County has agreed to provide 100% reimbursement for the second phase of the project which will allow for full completion of the renovations.

How will this affect city programs or services? Upgrading the communications center will help leverage modern 911 technology and facilitate rapid and accurate call-taking and dispatching of emergency calls for service. This will enhance public safety services for the City's residents and visitors.

Fiscal Impact: Palm Beach County has agreed to provide 100% reimbursement for the project therefore there will be no fiscal impact.

Attachments:
R24-219 Agenda_Item_2133-2023_Resolution_for_ErgoFlex_Amd__1.docx
Exhibit A to Resolution - First Amendment to Ergo Piggyback
Exhibit A to Amd - Boynton Beach Police Department 0029257_8WS__QUOTE_35110A-Updated.pdf
R24-155 With Signature.pdf

RESOLUTION NO. R24-219

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE PIGGYBACK AGREEMENT WITH ERGOFLEX SYSTEMS INC., DBA XYBIX SYSTEMS, INC., FOR THE SECOND PHASE OF RENOVATION AND UPGRADING OF THE BOYNTON BEACH POLICE DEPARTMENT'S COMMUNICATIONS CENTER, IN AN AMOUNT NOT TO EXCEED $135,207.32; AND FOR ALL OTHER PURPOSES.

WHEREAS, on July 16, 2024, the City and Ergoflex Systems, Inc., d/b/a Xybix Systems, Inc. (Vendor) entered into a Piggyback Agreement for Public Safety Communications Products, Services, and Solutions ("Piggyback Agreement"), which authorized the City to enter into Amendments to order additional products and services pursuant to the Master Agreement, approved by Resolution No. R24-155 on July 16, 2024; and

WHEREAS, the City desires to purchase the additional products and services for the second phase of renovation and upgrading of the Boynton Beach Police Department's Communications Center for an amount not to exceed $135,207.32; 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 First Amendment to the Piggyback Agreement with ErgoFlex Systems Inc., dba Xybix Systems, Inc., for the second phase of renovation and upgrading of the Boynton Beach Police Department's Communications Center, in an amount not to exceed $135,207.32.

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 First Amendment to the Piggyback Agreement between ErgoFlex Systems, Inc., d/b/a Xybix Systems, Inc., and the City for the second phase of renovation and upgrading of the Boynton Beach Police Department's Communications Center, in an amount not to exceed $135,207.32 (the "Amendment"), in form and substance similar to that attached as "Exhibit A."

SECTION 3. The City Commission of the City of Boynton Beach, Florida, hereby authorizes the Mayor to execute the Amendment and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. One fully executed original of the Amendment shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Amendment shall be provided to Michael Johnson and Matthew Zeller of the Police Department to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

FIRST AMENDMENT TO PIGGYBACK AGREEMENT WITH ERGOFLEX SYSTEMS, INC. D/B/A XYBIX SYSTEMS, INC.

This First Amendment ("First Amendment") is 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 Avenue, Boynton Beach, FL 33435 ("City"), and Ergoflex Systems, Inc., d/b/a Xybix Systems, Inc., with its principal address of 4050 Esplanade Way, Tallahassee, Florida 32399 ("Vendor") (each a "Party, and collectively referred to as the "Parties").

RECITALS

A. On July 16, 2024, the City and Vendor entered into a Piggyback Agreement for Public Safety Communications Products, Services, and Solutions ("Piggyback Agreement"), which authorized the City to enter into Amendments to order additional products and services pursuant to the Master Agreement.

B. The City desires to purchase the additional products and services for an amount not to exceed $135,207.32.

C. The Parties desire to execute a First Amendment to the Piggyback Agreement so the Vendor can provide the additional products and services to the City and adjust the fees; and

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Additional Services. The Scope of Services of the Piggyback Agreement is hereby amended to provide additional products and services, as further detailed in **Exhibit A**, attached hereto.

4. Fee. The fee for the additional services described above in Section 3 shall be One Hundred Thirty-Five Thousand Two Hundred Seven and 32/100 Dollars ($135,207.32), as further described

in Exhibit A, attached hereto. The total Fee to be paid to the Vendor is amended to Three Hundred Forty-Three Thousand Two Hundred Twenty-One and 39/100 Dollars ($343,221.39).

5. Agreement Reference. This First Amendment shall be performed under the terms and conditions described within the Agreement, as amended.

IN WITNESS WHEREOF, the Parties have executed the Amendment by their duly authorized representatives.

CITY OF BOYNTON BEACH

_____
Ty Penserga, Mayor

Date: _____

Approved as to Form:

_____
Shawna G. Lamb, City Attorney

Attested/Authenticated:

_____
Maylee De Jesus, MMC City Clerk

Ergoflex Systems, Inc., d/b/a Xybix Systems, Inc.,

_____

Print Name: Kenneth A Carson

Date: 9/17/24

EXHIBIT A
Additional Products and Services

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
meghand

Quote

Quote Number: 35110

Quote Date:	**9/6/2024**
Revision:	**A**
Orig Create Date:	**9/6/2024**
Expires:	**12/5/2024**
Opp #:	**0029257**

Terms: NET 30

QUOTE TO:
Acct: BOYBEABOFL

Boynton Beach Police Department
2100 High Ridge Road
Boynton Beach FL 33426

Phone:
Email:

SHIP TO:
Boynton Beach Fire Rescue
2080 High Ridge Road
Boynton Beach, FL 33426
USA

Salesperson: JENNA JESSE
Phone: (720) 382-2113
Email: jennaj@xybix.com

NASPO Contract # PA#43190000-22-NASPO-ACS
Product Line: Eagle Line w/axys
Install Type: Standard
Tax Exempt
8 Workstations

09.06.2024: Request of quote for (8) Workstations. MND

Please note that Optional Items are not included in the total price.
Please contact Xybix to have any Optional Items included in the final price.

Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.00	12343.	Panel System Priced by the Linear Foot: Grade 3 Fabric 12343-1-SS - 29-48in - 11.0 LF @ $281.000/LF 12343-1-DS - 29-48in - 55.0 LF @ $380.000/LF Upper Tiles Fabric Color: TBD Grade 3 G2 Lower Tiles Fabric Color: TBD Grade 3 G2 Panel Trim Color: Black	65	1.00 EA	$23,991.00	50.00 %	$11,995.50	$11,995.50
1.01	14534.	Panel Tile Acoustical Premium .75 NRC Tile 18x24 Upgrade	1	8.00 EA	$100.00	50.00 %	$50.00	$400.00
1.02	14535.	Panel Tile Acoustical Premium .75 NRC Tile 18x30 Upgrade	2	18.00 EA	$149.00	50.00 %	$74.50	$1,341.00
1.03	14536.	Panel Tile Acoustical Premium .75 NRC Tile 18x36 Upgrade	3	18.00 EA	$149.00	50.00 %	$74.50	$1,341.00
1.04	13880-3D.	Panel Tile Panel Segment 3D Laminate 18h x 30w Upgrade	4	6.00 EA	$23.00	50.00 %	$11.50	$69.00
1.05	13881-3D.	Panel Tile Panel Segment 3D Laminate 18h x 36w Upgrade	5	2.00 EA	$23.00	50.00 %	$11.50	$23.00
1.06	13868-3D.	Panel Tile Panel Segment 3D Laminate 24h x 30w Upgrade	8	14.00 EA	$23.00	50.00 %	$11.50	$161.00

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
meghand



Quote

Quote Number: 35110

Quote Date:	**9/6/2024**
Revision:	**A**
Orig Create Date:	**9/6/2024**
Expires:	**12/5/2024**
Opp #:	**0029257**

Terms: NET 30

Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
1.07	13869-3D.	Panel Tile Panel Segment 3D Laminate 24h x 36w Upgrade	9	18.00 EA	$23.00	50.00 %	$11.50	$207.00
1.08	13867-3D.	CPU Panel Tile Panel Segment 3D Laminate 24h x 24w Upgrade	54	8.00 EA	$19.00	50.00 %	$9.50	$76.00
1.09	13868-3D.	Cable Bridge Panel Tile Panel Segment 3D Laminate 24h x 30w Upgrade	56	4.00 EA	$23.00	50.00 %	$11.50	$46.00
1.10	14145-BLK	Pole, Cable, 96 in, Black	68	6.00 EA	$130.00	50.00 %	$65.00	$390.00
2.00	14486-3D.	Adj. Table Worksurface - Corner Dual Surface - 66L x 66R - Cable Management Included	10	4.00 EA	$2,719.00	50.00 %	$1,359.50	$5,438.00
2.01	14498-3D.	Adj. Table Worksurface - Straight Dual Surface - 72W x 44D - Cable Management Included	12	4.00 EA	$1,847.00	50.00 %	$923.50	$3,694.00
3.00	15701	L4 Table Base	13	8.00 EA	$6,736.00	50.00 %	$3,368.00	$26,944.00
4.00	16744.	Monitor Mount 3 - Rollervision - Corner Dual Surface - 66L x 66R 16674 - Std VESA Mount Qty = 2 Total: $700.00 16675 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: $958.00	15	4.00 EA	$4,021.00	50.00 %	$2,010.50	$8,042.00
4.01	16745.	Monitor Mount 3 - Rollervision - Straight Dual Surface - 72W x 44D 16674 - Std VESA Mount Qty = 2 Total: $700.00 16675 - Std VESA Mount 2 HI 1 Knuckle Qty = 2 Total: $958.00	17	4.00 EA	$4,021.00	50.00 %	$2,010.50	$8,042.00
5.00	16130-8	Datadock 2 - Keyboard Snap-In Cable Organizer Includes: 8 - USB Ports 1 - RJ45 Port	19	8.00 EA	$709.00	50.00 %	$354.50	$2,836.00
6.00	11792-BLK	Power Bar - 10 Outlet With Black Sticker	20	8.00 EA	$170.00	50.00 %	$85.00	$680.00
6.01	11792-OR	Power Bar - 10 Outlet With Orange Sticker	21	8.00 EA	$170.00	50.00 %	$85.00	$680.00

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
Fax: 303-683-5454
meghand

xybix

Quote

Quote Number: 35110

Quote Date:	**9/6/2024**
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7.00	16708.	Axys Control System with Fan Base Price: $2,079.00 16707AXS - Heat - $582.00 16709AXS - Task Lights - $519.00 16712AXS - Down Bias Lighting - $155.00 16771AXS - Axys Status Light 3 HI - $1,507.00	23	8.00 EA	$4,842.00	50.00 %	$2,421.00	$19,368.00
8.00	16909	Shelf, Under Surface, With Power, 1 AC Outlet, 1 USB Charge, 1 USB-C Charge, Metal, Black **OPEN MARKET**	24	8.00 EA	$379.00	50.00 %	$189.50	$1,516.00
10.00	12033-3D-FT.	Flip Top Return Worksurface - 24Wx36D	26	8.00 EA	$656.00	50.00 %	$328.00	$2,624.00
11.00	17030	Cable Bridge, Corner, Left **OPEN MARKET**	31	4.00 EA	$301.00	50.00 %	$150.50	$602.00
11.01	17031	Cable Bridge, Corner, Right **OPEN MARKET**	32	4.00 EA	$301.00	50.00 %	$150.50	$602.00
11.02	17029	Cable Bridge, Straight **OPEN MARKET**	33	4.00 EA	$301.00	50.00 %	$150.50	$602.00
11.03	15484-3D-FT.	CPU Cabinet - ERGO ACCESS Under Work Surface 24Wx34.5D With Flip Top Hinge	60	8.00 EA	$1,686.00	50.00 %	$843.00	$6,744.00
50.00	17043	Create marketing videos **OPTIONAL x1**	69	0.00 EA	$0.00	0.00 %	$0.00	$0.00
50.01	17044	Create marketing content **OPTIONAL x1**	70	0.00 EA	$0.00	0.00 %	$0.00	$0.00
50.02	17045	Create and Post Marketing Content **OPTIONAL x1**	71	0.00 EA	$0.00	0.00 %	$0.00	$0.00
90.00	16139	Installers Kit Eagle Line	39	8.00 EA	$0.00	0.00 %	$0.00	$0.00
99.00	Other	Other Charges & Services	40	1.00 EA	$0.00	0.00 %	$0.00	$0.00

Line (40) - Miscellaneous Charge -

	Description	Ext. Price
1.)	Freight - Full Truck	6,504.94
2.)	Installation	24,238.88

Xybix Systems, Inc.
8207 SouthPark Circle
Littleton CO 80120
Phone: 303-683-5656
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meghand



Quote

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Terms: NET 30

Line	Part Num	Desc		Qty U/M	List Ea.	Disc. %	Disc. Price	Net Price
		List Price Total:	$208,927.00	Lines Total:				$104,463.50
				Line Miscellaneous Charges Total:				$30,743.82
				Taxes Total:				$0.00
				Quote Total:				**$135,207.32**

Note 1:
All quoted taxes are estimated. Any applicable taxes, fees, permits, etc. must be added to this quote.

Note 2:
Where installation is listed on quote it is based in non-union labor and on one trip for installation only. Client is responsible for coordination of Technicians and other Vendors/Contractors. Waiting time will be charged at the rate of $75 per man hour straight time and $115 per man hour for OT plus subsistence expenses.
Additionally, this quote is based upon a remodel in an existing space and/or new building - completely finished with a Certificate of Occupancy. Any project where the General Contractor is still on the job is subject to additional charges.

We appreciate this opportunity to provide this quote. Our goal is to substantially improve working conditions for your valuable staff. We look forward to meeting with you to review this proposal in detail. In the meantime please don't hesitate to call us with any questions.

RESOLUTION NO. R24-155

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH ERGOFLEX SYSTEMS, INC. D/B/A XYBIX SYSTEMS, INC., FOR WORKSTATIONS TO BE INSTALLED AT THE 911 COMMUNICATIONS CENTER LOCATED AT FIRE STATION NO. 5; PROVIDING AN EFFECTIVE DATE; AND FOR ALL OTHER PURPOSES.

WHEREAS, the State of Washington, acting by and through National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured Public Safety Communication Products, Services and Solutions ("Public Safety Radio") and executed Master Agreement 00318, Public Safety Communications Products, Services, and Solutions; and

WHEREAS, on January 1, 2022, the State of Florida signed a Participating Agreement for an Alternate Contract Source with Ergoflex Systems, Inc. d/b/a Xybix Systems, Inc., ("Vendor") to utilize the National Association of State Procurement Officials (NASPO) ValuePoint and awarded a five (5) year agreement No. 43190000-22-NASPO-ACS (collectively the "State of Florida Agreement"), commencing January 1, 2022, with two (2) additional one-year renewal options; and

WHEREAS, the City desires to obtain workstations based on Quote No. 33942 and may obtain other products and services upon amendment to this Agreement; 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 acquire workstations to be installed at the 911 Communications Center located at Fire Station No. 5, the City's Communication Department is requesting the City enter into a Piggyback Agreement with the Vendor to obtain workstations; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the State of Florida Agreement; and

WHEREAS, the City Commission, upon recommendation of staff, has deemed it to be in the best interests of the citizens and residents of the City to approve a Piggyback Agreement with Ergoflex Systems, Inc. d/b/a Xybix Systems, Inc., for workstations to be installed at the 911 Communications Center located at Fire Station No. 5.

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 Ergoflex Systems, Inc. d/b/a Xybix Systems, Inc., and the City for workstations to be installed at the 911 Communications Center located at Fire Station No. 5 (the "Piggyback 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 Piggyback Agreement and such other related documents as may be necessary to accomplish the purpose of this Resolution.

SECTION 4. One fully-executed original of the Piggyback Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully-executed Piggyback Agreement shall be provided to Michael Johnson and Michael Dauta to forward to the Vendor.

SECTION 5. This Resolution shall take effect in accordance with law.

[signatures on following page]

PASSED AND ADOPTED this 16th day of July 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	Absent	____
Vice Mayor – Aimee Kelley	✓	____
Commissioner – Angela Cruz	✓	____
Commissioner – Woodrow L. Hay	✓	____
Commissioner – Thomas Turkin	✓	____

VOTE 4-0

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:

Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND ERGOFLEX SYSTEMS, INC. D/B/A XYBIX SYSTEMS, INC.

This Piggyback Agreement is made as of this 16th day of July, 2024, by and between Ergoflex Systems, Inc. d/b/a Xybix Systems, Inc., with a principal address of 4050 Esplanade Way, Tallahassee, FL. 32399, 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, the State of Washington, acting by and through National Association of State Procurement Officials (NASPO) ValuePoint, competitively procured Public Safety Communication Products, Services and Solutions ("Public Safety Radio") and executed Master Agreement 00318, Public Safety Communications Products, Services, and Solutions.

WHEREAS, on January 1, 2022, the State of Florida signed a Participating Agreement for an Alternate Contract Source with Vendor to utilize the National Association of State Procurement Officials (NASPO) ValuePoint and awarded a five (5) year agreement No. 43190000-22-NASPO-ACS (collectively the "Master Agreement"), commencing January 1, 2022, with two (2) additional one-year renewal options; and

WHEREAS, the City desires to obtain workstations based on Quote No. 33942 and may obtain other products and services upon amendment to this Agreement; 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 acquire workstations to be installed at the 911 Communications Center located at Fire Station No. 5, the City's Communication Department is requesting the City enter into a Piggyback Agreement with the Vendor to obtain workstations; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A.;"

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 into this Agreement.

2. **TERM:** The term of this Agreement commences on July 17, 2024, and will remain in effect until December 31, 2026, with two (1) one-year renewal options ("Term"). The City Manager is authorized to execute amendments renewing the Agreement on behalf of the City. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor agrees to provide products and services to the City based on Quote No. 33942, a copy of which is attached hereto as Exhibit B, on the same terms and in the same manner as set forth in the Master Agreement, a copy of which is attached hereto as Exhibit A, except as otherwise provided herein. All recitals, representations, and warranties of Vendor made by Vendor in the Master 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 "State of Florida" are hereby replaced with the "City of Boynton Beach." The City shall compensate Vendor pursuant to the rates set forth in the Master Agreement for the products and services in an annual amount not to exceed $208,014.08. City may order additional products and services pursuant to the Master Agreement upon a duly executed amendment to this Agreement.

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

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance
Attn: Accounts Payable
100 E Boynton Beach Blvd
Boynton Beach, FL 33435.

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 exclusively 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's 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 Master 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. **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.

20. **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.

21. **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 Vendor 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.

22. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for 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.

23. **ENTIRE AGREEMENT.** The Agreement, including the Master 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.

24. **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.

25. **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 first written above.

CITY OF BOYNTON BEACH, FLORIDA

Ty Penserga, Mayor

ERGOFLEX SYSTEMS, INC. D/B/A XYBIX SYSTEMS, INC.

(Signature), Company

Kenneth R Carran

Print Name of Authorized Official

Owner

Title

Approved as to Form:

Shawna G. Lamb

Shawna G. Lamb, City Attorney

(Corporate Seal)

Attest/Authenticated:

Inge Meyer

(Signature), Witness

Inge Meyer

Print Name

Attested/Authenticated:

Maylee DeJesus, City Clerk

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-220- Approve a Piggyback Agreement with Municipal Emergency Services, Inc., utilizing Lake County, FL, Contract #22-730G, for Fire Equipment, Supplies, and Services for an annual amount not to exceed $160,000.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-220.

Explanation of Request: This is a budgeted item for the Fire Department equipment program. Fire Equipment, Supplies, and Services at a discounted price via the Lake County Contract. The Lake County Contract meets the City's competitive bid requirements and allows for piggyback purchases.

How will this affect city programs or services? This equipment is vital for protecting our Firefighters in the line of duty.

Fiscal Impact: The cost of this SCBA equipment services was planned for in this budget year.

Attachments:
R24-220 Agenda_Item_2121-2023_Resolution_for_Municipal_Emergency_Piggyback.docx
Exhibit A to Resolution - 8-23-24 City of Boynton Beach Piggyback Contract -Municipal Emergency_34_SIGNED19.pdf
Exhibit A to Piggyback Agmt - Municipal Emergency Services-MES- Lake County Contract 22-730G.pdf
QT1842144.pdf
IN2053208.pdf
MES Quote.pdf
IIN2053247.pdf
IN2032776.pdf
IN2026840.pdf

RESOLUTION NO. R24-220

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING A PIGGYBACK AGREEMENT WITH MUNICIPAL EMERGENCY SERVICES, INC., FOR FIRE EQUIPMENT, SUPPLIES, AND SERVICES WITH AN ANNUAL EXPENDITURE NOT TO EXCEED $160,000; AND FOR ALL OTHER PURPOSES.

WHEREAS, in April 2022, Lake County, Florida, issued an Invitation to Bid (ITB) to establish contracts for Fire Equipment, Supplies, and Services; and

WHEREAS, Lake County, Florida, found Municipal Emergency Services, Inc. (Vendor), to be one of the lowest responsive, responsible bidders and awarded a two-year agreement, Agreement No. 22-730G (the "Lake County Agreement"), commencing August 1, 2022, through July 31, 2023, with two (2) additional 2-year renewal options, with a current expiration date of July 31, 2025; and

WHEREAS, the City desires to obtain Fire Equipment, Supplies, and Services ("Services") on an as-needed basis; 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 purchase the City's Fire Rescue Equipment, the City's Fire Department is requesting the City enter into a Piggyback agreement with the Vendor to provide the Services; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Lake County 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 approve a Piggyback Agreement with Municipal Emergency Services, Inc., for Fire Equipment, Supplies, and Services with an annual expenditure not to exceed $160,000.

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 a Piggyback Agreement between Municipal Emergency Services, Inc., and the City for Fire Equipment, Supplies, and Services with an annual expenditure not to exceed $160,000 (the "Piggyback 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 Piggyback 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. One fully executed original of the Piggyback Agreement shall be retained by the City Clerk as a public record of the City. A copy of the fully executed Piggyback Agreement shall be provided to Midline Civil and Michael Dauta 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 _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

PIGGYBACK AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND MUNICIPAL EMERGENCY SERVICES.

This Piggyback Agreement is made as of this 23 day of August, 2024, by and between Municipal Emergency Services, Inc., with a principal address of 12 Turnberry Ln., 2nd Floor Sandy Hook, CT 06482, 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, in April 2022, Lake County, FL issued an Invitation to Bid (Bid), to establish contracts for Fire Equipment, Supplies, and Services; and

WHEREAS, Lake County, FL found Municipal Emergency Services, Inc., to be one of the lowest responsive, responsible bidders and awarded a two-year agreement, Agreement No. 22-730G (the "Master Agreement"), commencing August 1, 2022, through July 31, 2023, with two (2) additional 2-year renewal options, with a current expiration date of July 31, 2025; and

WHEREAS, the City desires to obtain Fire Equipment, Supplies, and Services ("Services") on an as-needed basis; 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 purchase the City's Fire Rescue Equipment, the City's Fire Department is requesting the City enter into a Piggyback agreement with Vendor to provide the Services; and

WHEREAS, the City and Vendor have agreed to allow the City to piggyback the Master Agreement, a copy of which is attached as Exhibit "A.;"

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 into this Agreement.

2. **TERM:** The term of this Agreement commences on full execution by the parties and will remain in effect until July 31, 2025. If the Master Agreement is extended, the City Manager is authorized to execute an amendment to renew the agreement on behalf of the City. The initial term and any subsequent renewals of this Agreement are subject to the renewal or extension of the Master Agreement. If the Master Agreement expires or is terminated during the Term, this Agreement shall terminate no later than six months after such expiration or termination of the Master Agreement.

3. **CONTRACT TERMS:** The Vendor shall complete the Services on an as-needed basis on the same terms and in the same manner as set forth in the Master Agreement except as otherwise provided herein, provided that City does not exceed the maximum amount set forth below. All recitals, representations, and warranties of Vendor made by Vendor in the Master Agreement are restated as if set forth full herein, made for the benefit of the City, and incorporated herein, except that all references to the "Lake County, FL" are hereby replaced with "City of Boynton Beach." The City shall compensate the Vendor pursuant to the rates set forth in the Master Agreement for any Services ordered during the Term in an amount not to exceed $160,000.00 per year.

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

5. **INVOICES AND PAYMENT:** Invoices must identify the PO number and should be mailed to:

Boynton Beach Finance
Attn: Accounts Payable
100 E Boynton Beach Blvd
Boynton Beach, FL 33435.

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 exclusively 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's 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 Master 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. **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.

20. **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.

21. **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 Vendor 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.

22. **AGREEMENT SUBJECT TO FUNDING:** The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Boynton Beach in the annual budget for 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.

23. **ENTIRE AGREEMENT.** The Agreement, including the Master 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.

24. **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.

25. **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 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

MUNICIPAL EMERGENCY SERVICES, INC.

_____
(Signature), Company

_____Ward Petrie_____
Print Name of Authorized Official

___SVP Finance____ _____
Title

(Corporate S



Attest/Authenticated:

_____
(Signature), Witness

____Maria Donovan, Esq._ _____
Print Name

EXHIBIT A

MASTER AGREEMENT NO. 22-730G FOR FIRE EQUIPMENT, SUPPLIES, AND SERVICES, BETWEEN MUNICIPAL EMERGENCY SERVICES, INC. AND LAKE COUNTY, FL

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Three (3) Effective Date: 9/14/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to ADD additional manufacturers and services per the attached pricing sheets.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____ Print Name: Jamie Robinson Title: Regional Vice President Date: 9/18/2023 E-mail: jrobinson@mesfire.com Secondary E-mail: _____	Signature: Print Name: Gretchen Bechtel, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.09.18 08:42:16 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:Two (2) Effective Date: 8/1/2023	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765 Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to extend the agreement for two annual terms to expire on 07/31/2025.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: [signature] Print Name: Ward Petrie Title: SVP Finance Date: 4/10/23 E-mail: wpetrie@mesfire.com Secondary E-mail:	Signature: Gretchen Bechtel, Contracting Officer II Print Name: Title: Date: Digitally signed by Gretchen Bechtel, Contracting Officer II Date: 2023.04.11 07:59:40 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 9/13/2022	Contract Number: 22-730G Title: Fire Equipment, Supplies, and Services Effective Date: 08/01/2022
Contracting Officer: Gretchen Bechtel, CPPB E-mail: gretchen.bechtel@lakecountyfl.gov Telephone Number: 352-343-9765	Contractor Name and Address: Name: Municipal Emergency Services, Inc Address: 12 Turnberry Ln, 2nd Floor City: Sandy Hook, CT 06482 ATTENTION: jrobinson@mesfire.com; rmclester@mesfire.com
Issued By: Procurement Services Lake County Administration Building 315 W. Main St., Suite 441 Tavares, Florida 32778-7800	

INSTRUCTIONS: Contractor shall sign Signature Block showing acceptance of the below written modification and return this form to Procurement Services within ten (10) days after receipt. Once fully executed, a copy of this modification will be returned to the Contractor to attach to the original Contract.

DESCRIPTION OF MODIFICATION: Contract modification to add the highlighted manufacturers and pricing per the attached.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: _____ Print Name: Jamie Robinson Title: Regional Vice President Date: 9/13/22 E-mail: jrobinson@mesfire.com Secondary E-mail: _____	Signature: Print Name: Gretchen Bechtel, CPPB, Contracting Officer II Title: Date: Digitally signed by Gretchen Bechtel, CPPB, Contracting Officer II Date: 2022.09.15 08:19:49 -04'00'

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

Municipal Emergency Servcies			
ITEM #	**SAVE AND SUBMIT AS AN EXCEL FILE**		
1	www.mesfire.com		
	SHOP LOCATION		
2a	3789 62 Ave North Pinellas Park FL 33781		
2b	Jamie Robinson		
2c	**Labor for Equipment Repair (not under warranty)**	$0.00	**per hour**
2d	**Pickup or delivery services offered?**	Yes	
2e	**Pick up / delivery fee for Equipment**	$0.00	**per call**

The following information is required for price redetermination consideration.

Which does the firm use: Diesel fuel or Gasoline?	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?	0
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?	0
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?	0

Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.

LIST MANUFACTURER SUPPORTED.			
3	**MANUFACTURER**	**Hourly Service Rate**	**Factory Authorized Service Center? YES/NO**
	Hurst ED/EWXT/E3 service - per tool	$250.00	Yes
	Hurst High Pressure service - per tool	$140.00	Yes
	Hurst Low Pressure service - per tool	$140.00	Yes
	Hurst High Pressure pump service - per pump	$525.00	Yes
	Hurst Low Pressure pump service - per pump	$525.00	Yes
	Hurst extension hose - flush	$125.00	Yes
	Hurst extension hose - visual inspection	$50.00	Yes
	Hurst cord reel - flush	$175.00	Yes
	Hurst cord reel - visual inspection	$50.00	Yes
	Hurst non warranty repairs - labor rate per hour	$160.00	Yes
	Lift bag set inspection (1 regulator, 1 controller, hoses)	$100.00	Yes

Lift bag service per bag (visual inspection, hydrostatic test)	$65.00	Yes
Compressor service per hour	$110.00	Yes
Scott Safety non warranty repairs - labor rate per hour	$90.00	Yes
SCBA cylinder hydrostatic testing	$45.00	Yes
Mask fit testing - per person	$35.00	Yes
Mask fit testing - per day	$1,500.00	Yes
SCBA flow testing	$55.00	Yes
ANY Service Call - per trip	$45.00	Yes

Municipal Emergency Services	
SAVE AND SUBMIT AS AN EXCEL FILE	
FIRM'S WEBSITE:	www.mesfire.com
Warehouse Location(s):	**3789 62nd Avenue North Pinellas Park, FL 33781 AZ, CA, CO, CT, IL, IN, MD, MI, NC, NE, NY, TX, WA**
Contact Information For Emergency/Disaster Services (24/7)	
Name:	**Jamie Robinson**
Email:	Jrobinson@mesfire.com
Emergency Phone:	**727-686-0020**

List manufacturer brands supported.

MANUFACTURER	Percent Off List	In Stock / Lead Time	Freight Included	WEBSITE
3M Company	15%		No	
5.11	10%		No	
Able 2 Sho Me	10%		No	
Action	25%		No	
AH Stock	10%		No	
Ajax	5%		No	
Akron Brass	20%		No	
Alcolite (Sam Carbis)	10%		No	
Amerex	List+10%		No	
American Firewear	15%		No	
Anchor Industries	10%		No	
Angus	20%		No	
Ansul Foam	15%		No	
Avon Manufacturing	5%		No	
B&B Enterprises	15%		No	
Bates (Wolverine)	10%		No	
Bayco/NightStick	10%		No	
Bayly Hat Company	List		No	
Black Diamond	15%		No	
Blackinton	10%		No	
Blauer	List		No	
Boston Leather	20%		No	
Bridgehill	List		No	
Bullard - helmets	20%		No	
Bullard - other	10%		No	
CET Pumps	15%		No	
Chemguard	10%		No	
Circul Air	List		No	
CMC Rescue	3%		No	
Code 3	20%		No	
Collins Dynamics (Rom Corp)	22%		No	
Condor Footwear	5%		No	
Council Tools	20%		No	

Courtland Boot Jack	List		No	
Crew Boss	20%		No	
Danner/LaCrosse	5%		No	
Decon Systems (Saunaray)	List		No	
Dicke Tool	15%		No	
Dragonfire (J Scott Solutions)	20%		No	
DuPont	5%		No	
Dutyman	5%		No	
Eastern Fire Equipment Services	5%		No	
Edison	20%		No	
Edwards & Cromwell	10%		No	
Edwards Garment Company	5%		No	
Edwards MFG	10%		No	
Elbeco	5%		No	
Elkhart Brass	20%		No	
Energizer	List		No	
Ergodyne	20%		No	
ESS	20%		No	
Euramco	15%		No	
EVAC Systems	5%		No	
Fechheimer/Flying Cross	5%		No	
Federal Signal Corp	20%		No	
Fire Hooks Unlimited	List+10%		No	
Fire Innovations	10%		No	
Fire Research (FRC)	15%		No	
Fire Soaps	5%		No	
Fire Wipes	5%		No	
Firecom	5%		No	
Firecraft - gloves	10%		No	
Firecraft - Sensit	5%		No	
Fire-Dex	10%		No	
First Tactical	10%		No	
Flamefighter	20%		No	
Fol-Da-Tank	20%		No	
Foxfire	10%		No	
FoxFury	10%		No	
Fresh Gear	5%		No	
FSI North America	List		No	
Gemtor	20%		No	
Gerber	List		No	
GH Armor	Per NASPO		No	
Glassmaster Wehr	15%		No	
Grace Industries	List		No	
Gripflex Corporation	List		No	
Groves/Ready Rack	List		No	
Hale Fire Pumps	List		No	
Hammerhead (Gear Keeper)	15%		No	
Hannay Reels	10%		No	
Harrington	25%		No	
Hebert	List		No	
Hero Wipes	5%		No	
Hero's Pride	5%		No	
HexArmor	15%		No	
Homeland 6 (H6 Tactical)	10%		No	
Honeywell - boots	10%		No	
Honeywell - helmets & parts	10%		No	
Honeywell Analytics	List+5%		No	

Honeywell/Morning Pride - PPE	10%		No	
Hope Uniform Company	List		No	
Hot Shields	5%		No	
Hotstick	List		No	
Humat	List		No	
Hurst	5%		No	
Husky	25%		No	
Hydra Shield	12%		No	
Industrial Scientific - accessories	List		No	
Industrial Scientific - monitors	10%		No	
J-Tek/CMJ manufacturing	List		No	
Justrite	20%		No	
Kappler	List		No	
Kochek	25%		No	
Koehler Mfg	20%		No	
Kroll	10%		No	
Kussmaul	List		No	
Lakeland	10%		No	
Leatherhead Tools	20%		No	
Liberty Uniform Mfg Co	List		No	
Lightning X	10%		No	
Lion Uniforms	10%		No	
Little Giant	5%		No	
Mag Instruments	10%		No	
Majestic Hoods	20%		No	
Majestic Hoods - Gore	List		No	
Makita	List		No	
Matex	15%		No	
Mechanix Gloves	10%		No	
Mustang Survival	10%		No	
Natale (Circle D)	15%		No	
National Foam	5%		No	
National River Supply (NRS)	10%		No	
Norco Gas	List		No	
NUPLA	15%		No	
OHD	List		No	
Original Footwear	5%		No	
Pacific Helmets	5%		No	
Pacific Reflex	15%		No	
Paul Conway Shields	10%		No	
Pelican	List+10%		No	
Performance Advantage Company (PAC)	10%		No	
Petzl	20%		No	
PGI	5%		No	
Pigeon Mountain Industries (PMI)	10%		No	
Plastix Plus	5%		No	
PMI Rope	10%		No	
Point Blank	Per NASPO		No	
Premier Emblem	5%		No	
Propper	5%		No	
Protective Industrial Products (PIP)	10%		No	
R&B Fabricators	10%		No	
Radians	10%		No	
RAE Systems	5%		No	
Redback Boots	15%		No	
Rescue 42	5%		No	
Rescue Technology	5%		No	

RevolveAir	List		No	
Rice Hydro	10%		No	
Ringers	List		No	
RIT Safety Solutions	10%		No	
Rock N Rescue	10%		No	
Royce Shields	5%		No	
Salomon	10%		No	
Samuel Broome	5%		No	
San Mar	10%		No	
Savox	List		No	
SCBAS	15%		No	
Scott Safety- gas detection	5%		No	
Scott Safety- SCBA and parts	List		No	
Scott Safety- thermal imager parts	List		No	
Scott Safety- thermal imagers	5%		No	
Scotty Firefighter	15%		No	
Seek Thermal	5%		No	
Sensible Mounts	15%		No	
Shelby Gloves	List		No	
Silent Partner Technologies	List		No	
Simulaids	List		No	
SM Smith	5%		No	
Smith & Warren	10%		No	
Snap Tite/All-American/Firequip	10%		No	
Solomon	5%		No	
Solutions Safety (Citrosqueeze)	5%		No	
South Park	20%		No	
Southeastern Shirt Company	5%		No	
Spiewak	5%		No	
Stallion Air	List		No	
Statpacks	10%		No	
Steck	10%		No	
Sterling Rope	15%		No	
Streamlight	15%		No	
Supervac	5%		No	
Survival Armor	Per NASPO		No	
Tactsquad	5%		No	
Target Solutions	List		No	
Task Force Tips (TFT)	5%		No	
Task Force Tips- Blitzfire/G-Force Series	List		No	
Team Equipment	List		No	
Team Wendy	List		No	
Teledyne	5%		No	
Telelite	5%		No	
Tempest - VS series batteries & access.	List+5%		No	
Tempest/Leader Fans	10%		No	
Thorogood/Weinbrenner boots	15%		No	
TNT Tools	10%		No	
Topps	List+10%		No	
Toxic Suppression	List		No	
True North	10%		No	
Tru-Spec	10%		No	
Turtle Plastics	List		No	
Tyco	10%		No	
UltraTec Special Effects	15%		No	
Under Armour	5%		No	
Underwater Kinetics	List		No	

Various mfgs - compressor service parts	5%		No	
Veridian - PPE	25%		No	
Veridian- gloves, hoods, accessories	10%		No	
Vetter	List		No	
VF Imagewear	5%		No	
Vizcon	List		No	
W. Alboum Hat Company	List		No	
Warthog	5%		No	
Waterous	List		No	
Weldon	25%		No	
Whelen Engineering	15%		No	
Williams Foam	List		No	
Workrite	10%		No	
Yates	5%		No	
Zephyr	List		No	
Ziamatic/Zico	List		No	
Custom motor trousers/breeches (MES)	List		No	
Sewing/embroidery/alterations (MES)	List		No	

LAKE COUNTY, FL
REAL FLORIDA • REAL CLOSE

CONTRACT NO. 22-730G
For
Fire Equipment, Supplies, and Services

LAKE COUNTY, FLORIDA, a political subdivision of the State of Florida, through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of **Municipal Emergency Services, Inc.** (hereinafter "Contractor") to supply **Fire Equipment, Supplies, and Services** to the County pursuant to County Bid number 22-730 with any included addenda (hereinafter "Bid"), with an opening date of 4/28/2022, and Contractor's Bid response dated 4/25/2022, thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

ATTACHMENTS:
Addendum 1 & 2, Exhibit A – Scope of Work, Exhibit B – Insurance Requirements, Attachment 1 – Submittal Form with General Terms & Conditions acceptance, Attachment 2 – Pricing Sheet

No financial obligation under this Contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this Contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: **N/A**

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his option, declare this Contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from 8/1/2022 through 7/31/2023, except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for two (2) two (2) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Gretchen Bechtel, CPPB
Contracting Officer II
Date: 07/26/2022

Distribution: Original-Bid File
Copy-Contractor
Copy-Department

ADDENDUM NO. #2 **22-730**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 04/12/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. Section 5.0 Method of Award - Is it the County's intention to award to multiple vendors as they have done in the past?

R1. Per Section 5.0 Method of Award; The County reserves the right to make awards on a lowest price basis by individual item, group of items, all or none, or a combination; with one or more Vendors

Q2. Section 3.0 Delivery Requirements and Acceptance – bid calls for delivery of all products within 10 calendar days. For items in stock this is possible, but for items on order the delivery time will vary by product and brand. The delivery time can be given when a quote is requested.

R2. Per Section 3.0 Delivery Requirements and Acceptance Section 3.5.1 Back order may be cancelled after the shipment period has lapsed. Cancellation of orders are at the discretion of the County.

Q3. Certain manufacturers are now including a significant surcharge to our cost which is in addition to the list price. For the county to purchase these brands off this contract, a surcharge will need to be allowed.

R3. The solicitation provides for percent off list price. Cost shall be in accordance with contract pricing. Any additional fees shall be borne of the vendor.

ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*

Date: 4/25/22

Print Name: Jamie Robinson
Title: Regional Vice President
Primary E-mail Address: jrobinson@mesfire.com
Secondary E-mail Address: rmclester@mesfire.com

ADDENDUM NO. #1 **22-730**

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE
Office of Procurement Services
P.O. Box 7800 • 315 W. Main St., Suite 441 • Tavares, FL 32778

SOLICTATION: Fire Equipment, Supplies, and Services 03/28/2022

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

Q1. I reviewed the attachments for bid 22-730 on Lake County's website and it doesn't look like the attachments have any items that need to be priced. Is there a file with the equipment and supplies you would like pricing for?
R1. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

Q2. I am looking at the Bid/RFP Number: 22-730 bid opportunity and wanted to find if I am not seeing the Attachment 2B, properly? I have opened and downloaded, but I am not seeing any of the equipment or supplies listed.
R2. Attachments 2A and 2B – The vendor shall list manufacturer brands supported.

ACKNOWLEDGEMENT

Firm Name: Municipal Emergency Services

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Jamie Robinson*
Date: 04/25/22
Print Name: Jamie Robinson
Title: Regional Vice President
Primary E-mail Address: jrobinson@mesfire.com
Secondary E-mail Address: rmclester@mesfire.com

EXHIBIT A – SCOPE OF SERVICES **22-730**
FIRE EQUIPMENT, SUPPLIES, AND SERVICES

The County is establishing a vendor pool for fire equipment, supplies, and services. The County does not guarantee a dollar amount to be expended on any resulting contract(s).

1. SCOPE OF SERVICES

All items purchased shall be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). MSDS sheets shall be provided with the shipment of any hazardous materials as required by 29 CFR 1910.1200.

2. CONTRACTOR'S RESPONSIBILITIES

Contractor shall:

2.1. Provide a website address for product and price lists for viewing and downloading.

2.2. Provide (upon request) a downloadable file of current catalog and manufacturer's price lists for the brands quoted.

2.3. Provide all labor, material, and equipment necessary for contract performance.

2.4. Provide an intensive training program to County staff regarding the use of the products or services supplied.

2.4.1. Contractor shall bare all costs of registration fees, manuals, texts, or instructional materials associated with the required training.

2.4.2. Training shall be at no additional cost to the County.

3. DELIVERY REQUIREMENTS AND ACCEPTANCE

3.1. Deliveries shall be FOB Destination – Inside Delivery.

3.2. Delivery will be to a county location named during order placement.

3.3. Deliveries shall be made within ten (10) calendar days and during regular business hours

3.3.1. Monday through Friday, 8:00 a.m. to 5:00 p.m.

3.3.2. Excludes County Holidays

3.4. Emergency orders shall be delivered within forty-eight (48) hours.

3.4.1. The County will advise when the order is an emergency.

3.4.2. Emergency/Disaster deliveries may be required during non-business hours.

3.5. Back orders shall be filled within ten (10) calendar days from the initial scheduled delivery.

3.5.1. Back orders may be cancelled after shipment period has lapsed.

3.6. County staff may pick-up in person if authorized in writing by supervisor.

3.6.1. Contractor shall maintain a copy of the written authorization.

3.7. County reserves the right to cancel an order after the order shipment period has lapsed.

4. REBATES AND SPECIAL PROMOTIONS

4.1. All rebates and special promotions offered by a manufacturer shall be passed on to the County.

4.2. Contractor shall be responsible to notify the County of rebates or special promotions.

4.3. Special promotions shall be offered to the County if pricing is lower than contract pricing.

5. REPAIR SERVICES

5.1. Hourly rates shall be straight-time and be full compensation for labor, equipment use, travel time, and any other incidentals.

5.2. Contractor shall possess all required equipment necessary to make effective repairs.

5.3. Contractor shall be factory certified to service equipment.

5.4. Contractor shall assume risk of loss or damage to County property until returned and accepted by County.

5.5. Contractor shall submit a written estimate for each service project.

5.5.1. The estimate shall be itemized and include:

5.5.1.1. Anticipated start date and completion date.

5.5.1.2. Number of hours at contracted hourly wages for project completion

5.5.1.3. List price of materials and discount per Attachment 2 – Pricing Sheet.

5.5.1.4. Lump sum estimates are not acceptable.

5.6. No work shall commence without a written Notice to Proceed.

5.7. All materials, workmanship, and equipment shall be subject to inspection and approval.

5.8. The Contractor shall correct all deficiencies/defects in work failing to conform to standard within ten (10) calendar days of notification at Contractor's expense.

6. TRAINING

6.1. Contractor shall supply a minimum of one (1) comprehensive repair and parts manual.

6.1.1. Manuals shall be included with equipment upon delivery.

6.1.2. Manuals may be electronic.

7. WARRANTY REQUIREMENTS

7.1. The Contractor agrees that all materials shall be new, warranted for their merchantability, and fit for a particular purpose.

7.2. The Contractor agrees that the product and/or service furnished shall be covered by the most favorable commercial warranty.

7.3. Contractor shall assume the risk of loss of damage to the County's property during possession and until delivery and acceptance of property to the County.

7.4. The Contractor shall correct all apparent or latent deficiencies, defects in work, or any work that fails to conform at the Contractor's expense within ten (10) calendar days.

[*The remainder of this page intentionally left blank*]

A. CONTRACTOR will purchase and maintain at all times during the term of this Contract, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of the Contract. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five working days of such request. The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

i. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000
Products-Completed Operations	$2,000,000
Personal & Adv. Injury	$1,000,000
Fire Damage	$50,000
Medical Expense	$5,000
Contractual Liability	Included

ii. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

iii. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation.

iv. Employers Liability with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employer	$1,000,000
Disease-Policy Limit	$1,000,000

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the RFP or ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of 30 days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,
AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

[The remainder of this page is intentionally left blank.]

The undersigned hereby declares that: Municipal Emergency Services Inc has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with the County, and to furnish **FIRE EQUIPMENT, SUPPLIES, AND SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

The Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

The Contract will commence upon the first day of the next calendar month after Board approval. The Contract remains in effect until completion of the expressed and implied warranty periods. The County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

The Contractor shall email the County's using department (egminer@lakecountyfl.gov) an accurate invoice within 30 calendar days after delivery. Invoices should reference the purchase/task order, ship date, tracking number, and ship-to address, list price, percent discount, and unit cost. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. The County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. The County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

Vendor accepts MasterCard for payment: YES

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS:

I certify that I have reviewed the General Terms and Conditions for Lake County Florida and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES
Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION:

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION:

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any

corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS:

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, the Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by the Contractor at no additional cost to the County. The County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify the County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

The County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable
and enter OSD Certification Number Click or tap here to enter text.
and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 FEDERAL FUNDING REQUIREMENT:

N/A

9.0 RECIPROCAL VENDOR PREFERENCE:

N/A

10.0 GENERAL VENDOR INFORMATION:

Firm Name: Municipal Emergency Services INC

Street Address: 12 Turnberry Ln 2nd Floor

City: Sandy Hook State and ZIP Code: CT, 06482

Mailing Address (if different): 3789 62nd Avenue North

Telephone: 727-521-2135 Fax: 727-525-1819

Federal Identification Number / TIN: 651051374

DUNS Number: 048167923

11.0 SUBMITTAL SIGNATURE:

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Jamie Robinson*

Date: 4/25/2022

Print Name: Jamie Robinson

Title: Regional Vice President

Primary E-mail Address: jrobinson@mesfire.com

Secondary E-mail Address: rmclester@mesfire.com

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

[The remainder of this page is intentionally blank]

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Quote

52-67

Quote #	QT1842144
Date	07/29/2024
Expires	08/16/2024
Sales Rep	Cool, Troy K
Shipping Method	FedEx Ground
Customer	CITY OF BOYNTON BEACH (FL)
Customer #	C47322

Bill To
CITY OF BOYNTON BEACH
2080 HIGH RIDGE ROAD
BOYNTON BEACH FL 33426
United States

Ship To
CITY OF BOYNTON BEACH
2080 HIGH RIDGE ROAD
BOYNTON BEACH FL 33426
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
ELKHART Nozzles	04XD0051		04XD0051 ELKHART Nozzles Waterway: 1 3/8" Stem: 150 GPM @ 50 PSI Inlet: 1.5" FNH Pistol Grip: NO PISTOL GRIP Bale Insert: ORANGE Bumper: ORANGE Teeth: SPINNING Custom Laser Etch: NO List $1,258.00	2	$855.00	$1,710.00
ELKHART Nozzles	04XD0F57-0701000101A0		04XD0F57-0701000101A0 ELKHART Nozzles Waterway: 1 3/8" 07 - Stem: 125 GPM @ 75 PSI 01 - Inlet: 1.5" FNH 00 - Pistol Grip: NO PISTOL GRIP 01 - Bale Insert: ORANGE 01 - Bumper: ORANGE A - Teeth: SPINNING 0 - Custom Laser Etch: NO List $1,258.00	2	$855.00	$1,710.00
0033XD02			1.5" shutoff List $660.00	4	$450.00	$1,800.00
66762007			188-XD 1.5 FNH 7/8" bore Elk-O-Lite List $275.00	2	$187.00	$374.00
ELKHART Nozzles	66763007		66763007 ELKHART Nozzles Model: 188-XD Configuration: Long Barrel Inlet & Discharge: 1.5" FNH, 15/16" Bumper: BLACK List $275.00	2	$187.00	$374.00
66755007			187-XD 1.5" 7/8" tip List $220.00	1	$150.00	$150.00
11386007			111A 1.5" FNH x 2.5" MNH Increaser Elk-O-Lite List $204.00	6	$140.00	$840.00
00128101			1-A 2.5 FNH (2)1.5 MNH Elk-O-Lite 2-way List $465.00	2	$316.00	$632.00

QT1842144

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Quote

Quote # QT1842144

Date 07/29/2024

FREIGHT NOT INCLUDED
Pricing per Lake County Contract #22-730G

Subtotal	$7,590.00
Shipping Cost	$0.00
Tax Total	$0.00
Total	$7,590.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1842144

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Invoice

Invoice #	IN2053208
Date	05/15/2024
Terms	Net 30
Due Date	06/14/2024
Customer #	C47322
Sales Rep	DeStefano, Michael
Sales Order	SO1909745

Bill To
CITY OF BOYNTON BEACH
2080 HIGH RIDGE ROAD
BOYNTON BEACH FL 33426
United States

Ship To
C47322 CITY OF BOYNTON BEACH (FL)
2080 HIGH RIDGE ROAD
BOYNTON BEACH FL 33426
United States

Item	Description	QTY	Units	Back Ordered	Unit Price	Amount
Warranty	Warranty	1		0	$0.00	$0.00
31002275	LABEL,FIELD SERV. REPL. 2 X .5	1		0	$4.44	$4.44
802919-01	REG.BODY SUB-ASSY.(SPARE PART)	1		0	$498.51	$498.51
201160-22	ASSY, SENMOD ,PAK TRACKR, X3, UPGRADE	1		0	$2,780.18	$2,780.18
Warranty	Warranty	1		0	$0.00	$0.00

Jason Murphy. MurphyJC@bbfl.us. (561)742-6674

Subtotal	$3,283.13
Shipping Cost	$0.00
Tax Total	$0.00
Total	$3,283.13
Amount Due	$3,283.13

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.
Custom orders are not returnable.
All payments must be clearly marked with the Customer and Invoice numbers. Payments not marked will be applied to the oldest invoice first.

PLEASE NOTE OUR REMITTANCE ADDRESS HAS CHANGED AND CHECKS WILL BE RETURNED IF NOT SENT TO THE ONE ON THE REMITTANCE SLIP.

Wire/ ACH:
Routing#: 121000248
Acct#: 2000030294606
Bank Name: Wells Fargo Bank, N.A.

Wire/ ACH Remittance Advice: AR@MESFIRE.COM
Please include Customer# and Invoice#

Please call us for invoice questions:
1-877-MES-FIRE (1-877-637-3473)

IN2053208

Remittance Slip

Customer	C47322 CITY OF BOYNTON BEACH (FL)
Invoice #	IN2053208
Amount Due	$3,283.13
Amount Paid	_____

Make Checks Payable To

MUNICIPAL EMERGENCY SERVICES, INC.
PO BOX 856892
MINNEAPOLIS, MN 55485-6892

46-20

836

5223

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Quote

Quote #	QT1842989
Date	07/31/2024
Expires	08/30/2024
Sales Rep	Cool, Troy K
Shipping Method	FedEx Ground
Customer	CITY OF BOYNTON BEACH (FL)
Customer #	C47322

Bill To
CITY OF BOYNTON BEACH
2080 HIGH RIDGE ROAD
BOYNTON BEACH FL 33426
United States

Ship To
CITY OF BOYNTON BEACH
2080 HIGH RIDGE ROAD
BOYNTON BEACH FL 33426
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
2190-3340-0			Universal Green 3x3% (F3) 5 Gallon Pail	12	$260.00	$3,120.00

Pricing per Lake County Contract #22-730G

Subtotal	$3,120.00
Shipping Cost	$0.00
Tax Total	$0.00
Total	$3,120.00

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1842989

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Invoice

Invoice #	IN2053247
Date	05/15/2024
Terms	Net 30
Due Date	06/14/2024
Customer #	C47322
Sales Rep	DeStefano, Michael
Sales Order	SO1909772

Bill To

CITY OF BOYNTON BEACH
2080 HIGH RIDGE ROAD
BOYNTON BEACH FL 33426
United States

Ship To

C47322 CITY OF BOYNTON BEACH (FL)
2080 HIGH RIDGE ROAD
BOYNTON BEACH FL 33426
United States

Item	Description	QTY	Units	Back Ordered	Unit Price	Amount
SCBA Flow Test	SCBA Flow Test	1		0	$52.00	$52.00
EN91-AA	ENERGIZER INDUSTRIAL ALK AA (sold by each)	6		0	$0.72	$4.32
SCBA Repair	SCBA Repair	1		0	$45.00	$45.00
SCBA Repair	SCBA Repair	1		0	$67.50	$67.50
SCBA Repair	SCBA Repair	1		0	$45.00	$45.00
201112-13	X3,CONSOLE GAUGE,5500,1/3	1		0	$267.46	$267.46
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
200455-02	BATTERY PCB ASSY, 2007 SENSOR	1		0	$101.30	$101.30
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
FUELCHARGE-Fuel Surcharge	Fuel Surcharge	1		0	$35.00	$35.00

Jason Murphy. MurphyJC@bbfl.us. (561)742-6674

Subtotal	$683.58
Shipping Cost	$0.00
Tax Total	$0.00
Total	$683.58
Amount Due	$683.58

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.
Custom orders are not returnable.
All payments must be clearly marked with the Customer and Invoice numbers. Payments not marked will be applied to the oldest invoice first.

PLEASE NOTE OUR REMITTANCE ADDRESS HAS CHANGED AND CHECKS WILL BE RETURNED IF NOT SENT TO THE ONE ON THE REMITTANCE SLIP.

Wire/ ACH:
Routing#: 121000248
Acct#: 2000030294606
Bank Name: Wells Fargo Bank, N.A.

Wire/ ACH Remittance Advice: AR@MESFIRE.COM
Please include Customer# and Invoice#

Please call us for invoice questions:
1-877-MES-FIRE (1-877-637-3473)

IN2053247

Remittance Slip

Customer	C47322 CITY OF BOYNTON BEACH (FL)
Invoice #	IN2053247
Amount Due	$683.58
Amount Paid	_____

Make Checks Payable To

MUNICIPAL EMERGENCY SERVICES, INC.
PO BOX 856892
MINNEAPOLIS, MN 55485-6892

838

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Invoice

Invoice #	IN2032776
Date	04/03/2024
Terms	Net 30
Due Date	05/03/2024
Customer #	C47322
PO #	241016
Sales Rep	DeStefano, Michael
Sales Order	SO1891095

Bill To

CITY OF BOYNTON BEACH
2080 HIGH RIDGE ROAD
BOYNTON BEACH FL 33426
United States

Ship To

C47322 CITY OF BOYNTON BEACH (FL)
2080 HIGH RIDGE ROAD
BOYNTON BEACH FL 33426
United States

Item	Description	QTY	Units	Back Ordered	Unit Price	Amount
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00
SCBA Regulator Flow Test	SCBA Regulator Flow Test	1		0	$22.00	$22.00

Wire/ ACH:
Routing#: 121000248
Acct#: 2000030294606
Bank Name: Wells Fargo Bank, N.A.

Wire/ ACH Remittance Advice: AR@MESFIRE.COM
Please include Customer# and Invoice#

Please call us for invoice questions:
1-877-MES-FIRE (1-877-637-3473)

IN2032776

Remittance Slip

Customer	C47322 CITY OF BOYNTON BEACH (FL)
Invoice #	IN2032776
Amount Due	$286.00
Amount Paid	_____

Make Checks Payable To

MUNICIPAL EMERGENCY SERVICES, INC.
PO BOX 856892
MINNEAPOLIS, MN 55485-6892

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Invoice

Invoice # IN2032776

Date 04/03/2024

Jason Murphy. MurphyJC@bbfl.us. (561)742-6329

Subtotal	$286.00
Shipping Cost	$0.00
Tax Total	$0.00
Total	$286.00
Amount Due	$286.00

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.
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All payments must be clearly marked with the Customer and Invoice numbers. Payments not marked will be applied to the oldest invoice first.

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IN2032776

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Invoice

Invoice #	IN2026840
Date	03/22/2024
Terms	Net 30
Due Date	04/21/2024
Customer #	C47322
Sales Rep	DeStefano, Michael
Sales Order	SO1885455

Bill To

CITY OF BOYNTON BEACH
2080 HIGH RIDGE ROAD
BOYNTON BEACH FL 33426
United States

Ship To

C47322 CITY OF BOYNTON BEACH (FL)
2080 HIGH RIDGE ROAD
BOYNTON BEACH FL 33426
United States

Item	Description	QTY	Units	Back Ordered	Unit Price	Amount
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
804427-01	WAIST BELT ASSY (MALE CONN.)	1		0	$91.72	$91.72
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
804426-01	WAIST BELT ASSY(FEMALE BUCKLE)	1		0	$97.24	$97.24
804427-01	WAIST BELT ASSY (MALE CONN.)	1		0	$91.72	$91.72
10012488	WAIST TO SHOULDER STRAP *KB*	1		0	$109.40	$109.40
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
804427-01	WAIST BELT ASSY (MALE CONN.)	1		0	$91.72	$91.72
SCBA Repair	SCBA Repair	1		0	$45.00	$45.00
200455-02	BATTERY PCB ASSY, 2007 SENSOR	1		0	$98.35	$98.35
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
804426-01	WAIST BELT ASSY(FEMALE BUCKLE)	1		0	$97.24	$97.24
SCBA Repair	SCBA Repair	1		0	$45.00	$45.00
201139-01	SHOULDER STRAP ASSY,X3 PARA	1		0	$876.26	$876.26
803351-01	STEM ASSEMBLY, PURGE--	1		0	$11.55	$11.55
SCBA Repair	SCBA Repair	1		0	$45.00	$45.00
201139-01	SHOULDER STRAP ASSY,X3 PARA	1		0	$876.26	$876.26
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
10012488	WAIST TO SHOULDER STRAP *KB*	1		0	$109.40	$109.40
31002677	POST,BATT.HOUSING,SENSOR MOD.	1		0	$11.94	$11.94
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
10012488	WAIST TO SHOULDER STRAP *KB*	2		0	$109.40	$218.80
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
201095-01	EBSS POUCH, AIR-PAK X3	1		0	$247.52	$247.52
804427-01	WAIST BELT ASSY (MALE CONN.)	1		0	$91.72	$91.72
SCBA Repair	SCBA Repair	1		0	$45.00	$45.00

Wire/ ACH:
Routing#: 121000248
Acct#: 2000030294606
Bank Name: Wells Fargo Bank, N.A.

Wire/ ACH Remittance Advice: AR@MESFIRE.COM
Please include Customer# and Invoice#

Please call us for invoice questions:
1-877-MES-FIRE (1-877-637-3473)

IN2026840

Remittance Slip

Customer	C47322 CITY OF BOYNTON BEACH (FL)
Invoice #	IN2026840
Amount Due	$6,758.61
Amount Paid	_____

Make Checks Payable To

MUNICIPAL EMERGENCY SERVICES, INC.
PO BOX 856892
MINNEAPOLIS, MN 55485-6892

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Invoice

Invoice # IN2026840

Date 03/22/2024

Item	Description	QTY	Units	Back Ordered	Unit Price	Amount
804427-01	WAIST BELT ASSY (MALE CONN.)	1		0	$91.72	$91.72
804426-01	WAIST BELT ASSY(FEMALE BUCKLE)	1		0	$97.24	$97.24
201139-01	SHOULDER STRAP ASSY,X3 PARA	1		0	$876.26	$876.26
10012488	WAIST TO SHOULDER STRAP *KB*	2		0	$109.40	$218.80
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
SCBA Repair	SCBA Repair	1		0	$45.00	$45.00
200455-02	BATTERY PCB ASSY, 2007 SENSOR	1		0	$98.35	$98.35
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
201125-03	LABEL, REG, CBRN	1		0	$4.31	$4.31
804427-01	WAIST BELT ASSY (MALE CONN.)	1		0	$91.72	$91.72
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
10012488	WAIST TO SHOULDER STRAP *KB*	1		0	$109.40	$109.40
201125-03	LABEL, REG, CBRN	1		0	$4.31	$4.31
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
804427-01	WAIST BELT ASSY (MALE CONN.)	1		0	$91.72	$91.72
SCBA Repair	SCBA Repair	1		0	$45.00	$45.00
200455-02	BATTERY PCB ASSY, 2007 SENSOR	1		0	$98.35	$98.35
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
201125-03	LABEL, REG, CBRN	1		0	$4.31	$4.31
10005368	GASKET	1		0	$18.51	$18.51
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
201125-03	LABEL, REG, CBRN	1		0	$4.31	$4.31
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
201125-03	LABEL, REG, CBRN	1		0	$4.31	$4.31
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
201125-03	LABEL, REG, CBRN	1		0	$4.31	$4.31
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
201125-03	LABEL, REG, CBRN	1		0	$4.31	$4.31
10012602	VISOR, DISPLAY	1		0	$10.56	$10.56
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
804427-01	WAIST BELT ASSY (MALE CONN.)	1		0	$91.72	$91.72
804426-01	WAIST BELT ASSY(FEMALE BUCKLE)	1		0	$97.24	$97.24
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
10012488	WAIST TO SHOULDER STRAP *KB*	1		0	$109.40	$109.40
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
10012488	WAIST TO SHOULDER STRAP *KB*	1		0	$109.40	$109.40
804427-01	WAIST BELT ASSY (MALE CONN.)	1		0	$91.72	$91.72
10012488	WAIST TO SHOULDER STRAP *KB*	1		0	$109.40	$109.40
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
10012488	WAIST TO SHOULDER STRAP *KB*	1		0	$109.40	$109.40
804427-01	WAIST BELT ASSY (MALE CONN.)	1		0	$91.72	$91.72
804426-01	WAIST BELT ASSY(FEMALE BUCKLE)	1		0	$97.24	$97.24
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50

MUNICIPAL EMERGENCY SERVICES

(877) 637-3473

Invoice

Invoice # IN2026840

Date 03/22/2024

Item	Description	QTY	Units	Back Ordered	Unit Price	Amount
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
804427-01	WAIST BELT ASSY (MALE CONN.)	1		0	$91.72	$91.72
SCBA Repair	SCBA Repair	1		0	$22.50	$22.50
10005368	GASKET	1		0	$18.51	$18.51

Jason Murphy. MurphyJC@bbfl.us. (561)742-6329

Subtotal	$6,758.61
Shipping Cost	$0.00
Tax Total	$0.00
Total	$6,758.61
Amount Due	$6,758.61

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.
Custom orders are not returnable.
All payments must be clearly marked with the Customer and Invoice numbers. Payments not marked will be applied to the oldest invoice first.

PLEASE NOTE OUR REMITTANCE ADDRESS HAS CHANGED AND CHECKS WILL BE RETURNED IF NOT SENT TO THE ONE ON THE REMITTANCE SLIP.

IN2026840

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
09/23/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-221- Adopt the Final millage rate for the General Fund for Fiscal Year 2024-2025.
Proposed Resolution No. R24-222- Adopt the Final Budget for the General Fund and all other funds for Fiscal Year 2024-2025.

Requested Action: Staff recommends approval of Resolution No. R24-221 and Resolution No. R24-222.

Explanation of Request:
This is the second and final Budget Public Hearing for final adoption of the millage rate and operating budget for FY 2024-2025. Staff will provide a budget overview presentation. On September 3rd, 2024, at the first public budget hearing the City Commission approved a tentative millage rate of 7.8000 mills and a tentative gross budget of $327,804,850 (including a General Fund budget of $130,318,620).

The FY 24/25 tentative General Fund Budget of $130,318,620 is an increase of 9.5% or $11,342,218 over the amended adopted FY 23/24 General Fund Budget of $118,976,402.

The General Fund Fire Assessment fee was increased from $120 to $145. The General Fund budget is balanced with no appropriation from Fund Balance.

No changes were made to any other funds the following the 1st Public Budget hearing on September 3, 2024.

How will this affect city programs or services? The annual budget provides appropriations to provide City services.

Fiscal Impact: Budgeted. Adoption of the millage rate and budget allows for appropriations to provide City services.

Attachments:
R24-221_Final_Millage_Resolution_-_Sept_12_2024 (2).docx
R24-222_Final__Budget_Resolution_-_Sept_12_2024 (1).docx
Commission Presentation New Template_FY 2024-25 2nd Public Hearing (Sept. 23, 2024).pdf

RESOLUTION R24-221

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA ADOPTING A FINAL MILLAGE RATE FOR THE CITY'S GENERAL OPERATING FUND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, PROVIDING THAT FINAL MILLAGE RATE OF 7.800 MILLS IS 5.08% ABOVE THE ROLLED-BACK RATE OF 7.4229 MILLS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a final budget has been prepared estimating expenditures and revenues of the City of Boynton Beach, Florida, for the ensuing year, with detailed information, including revenues to be derived from sources other than ad valorem levy, and the administrative staff of the City has made recommendations as to the amount necessary to be appropriated for the ensuing year; and

WHEREAS, the City Commission has given notice of and conducted the public hearings required by law and has considered the recommendations of staff and the comments of the public, the suggested budget, and the proposed millage necessary to be levied to carry on the government of the City for the ensuing year;

WHEREAS, the City of Boynton Beach, Florida, has followed the procedures as outlined in Section 200.065, Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The City Commission of the City of Boynton Beach, Florida, hereby adopts the final millage rate of 7.800 for the General Fund for the fiscal year beginning October 1, 2024, and ending September 30, 2025. The final millage rate is 5.08% above the computed

rolled-back rate of 7.4229. Such millage shall be levied upon the dollar amount of the assessed valuation of all non-exempt taxable property in the City of Boynton Beach, Florida, as returned by the Palm Beach County Property Appraiser as shown on the assessment roll for the City, allowing homestead and other lawful exemptions. All such taxes so specified and levied are ordered extended upon the assessment roll to show the tax attributable to all taxable property, and shall be collected by the Palm Beach County Tax Collector as provided by law.

Section 3. Pursuant to Section 200.065 (5), Florida Statutes, the City Manager, or in his absence, the Finance Director, is hereby authorized, but not required, to adjust the adopted millage rates set forth herein if the taxable value within the jurisdiction of the City of Boynton Beach, as certified by the Property Appraiser, is at variance by more than one percent from the taxable value shown on the assessment roll to be extended, such that the taxes computed by applying the adopted rate against the certified taxable value are equal to the taxes computed by applying the adjusted adopted rate to the taxable value on the roll to be extended, except that no adjustment shall be made to levies required by law to be a specific millage amount. The City Manager or Finance Director shall certify to the property appraiser the adjusted adopted rate not later than three days after receipt of notification from the Property Appraiser of the aggregate change in the assessment roll and taxable value, if any, from that certified.

Section 4. The required Florida Department of Revenue (DOR) forms may be signed by the City Manager or Finance Director, either in paper form and/or electronically utilizing the DOR eTRIM system.

Section 5. The Finance Director shall provide a certified copy of this Resolution to the Property Appraiser and Tax Collector within three (3) days after the adoption of this Resolution.

Section 6. If any clause, section, or other part of this Resolution 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 shall in no way affect the validity of the other provisions of this Resolution.

Section 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 8. This Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this ____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna Lamb
City Attorney

RESOLUTION R24-222

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, in accordance with Florida Statutes, a final budget has been prepared by the City Manager estimating expenditures, transfers, and revenues of the City of Boynton Beach for the ensuing year, with detailed information, including revenues to be derived from sources other than the ad valorem tax levy, and he has made recommendations as to the amount necessary to be appropriated for the ensuing year; and

WHEREAS, in accordance with section 200.065, Florida Statutes, the City Commission of the City of Boynton Beach has conducted a public hearing on the City's final budget and the millage rate for the 2024-2025 fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The final budget of the City of Boynton Beach, Florida, for the fiscal year beginning October 1, 2024, and ending September 30, 2025, a copy of which is attached hereto as Exhibit A, is hereby adopted, and the appropriations set out therein are hereby made to maintain and carry on the government of the City of Boynton Beach, Florida.

Section 3. There is hereby appropriated the sum of $130,318,620 to the General Fund for the payment of operating expenditures, transfers to other funds, and necessary capital outlays for the City Government pursuant to the terms of the above budget.

Section 4. That there is hereby appropriated the sum of $9,711,402 to the Traffic Safety Special Revenue Fund for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 5. That there is hereby appropriated the sum of $1,150,646 to the Local Option Gas Tax Special Revenue Fund for the payment of operating expenditures, transfers

to other funds, and necessary capital outlays.

Section 6. That there is hereby appropriated the sum of $270,361 to the Community Improvements Special Revenue Fund for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 7. That there is hereby appropriated the sum of $100,035 to the Green Building Fund for the payment of operating expenditures, transfers to other funds, and necessary capital outlays

Section 8. That there is hereby appropriated the sum of $4,668,328 to the Building Special Revenue Fund for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 9. That there is hereby appropriated the sum of $472,529 to the Public Arts Special Revenue Fund for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 10. That there is hereby appropriated the sum of $411,377 to the Recreation Program Special Revenue Fund for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 11. That there is hereby appropriated the sum of $12,036,834 to the Public Service Tax Debt Service Fund for the purpose of payment of operating expenditures, transfers to other funds, and the principal and interest due on the public service tax bonds of the City not subject to statutory exemptions and for redeeming such bonds as they mature.

Section 12. That there is hereby appropriated the sum of $17,730,630 to the General Capital Improvement Capital Projects Fund for the payment of transfers to other funds and capital outlays pursuant to the terms of the above budget.

Section 13. That there is hereby appropriated the sum of $3,711,343 to the Local Government Surtax Capital Projects Fund for the payment of transfers to other funds and capital outlays pursuant to the terms of the above budget.

Section 14. That there is hereby appropriated the sum of $1,280,087 to the Parks & Recreation Facilities Trust Fund for the payment of transfers to other funds and capital outlays pursuant to the terms of the above budget.

Section 15. That there is hereby appropriated the sum of $62,701,624 to the Water

and Sewer Utility Enterprise Fund for operating expenditures, debt service, transfers to other funds, and necessary capital outlay.

Section 16. That there is hereby appropriated the sum of $39,921,500 to the Water and Sewer Utility Capital Improvement Enterprise Fund for the payment of capital outlays pursuant to the terms of the above budget.

Section 17. That there is hereby appropriated the sum of $3,813,150 to the Golf Course Enterprise Fund for operating expenditures, transfer to other funds, and necessary capital outlays.

Section 18. That there is hereby appropriated the sum of $200,186 to the Golf Course CIP Fund for the payment of capital outlays pursuant to the terms of the above budget.

Section 19. That there is hereby appropriated the sum of $15,863,206 to the Solid Waste Enterprise Fund for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 20. That there is hereby appropriated the sum of $13,504,684 to the Fleet Maintenance Internal Service Fund for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 21. That there is hereby appropriated the sum of $572,062 to the Materials & Distribution Internal Service Fund for the payment of operating expenditures, transfers to other funds and necessary capital outlays.

Section 22. That there is hereby appropriated the sum of $6,679,599 to the Self-Insurance Internal Service Fund for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 23. That there is hereby appropriated the sum of $1,969,003 to the Benefits Fund for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 24. That there is hereby appropriated the sum of $517,644 the Cemetery Special Revenue Fund for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 25. That there is hereby appropriated the sum of $200,000 the Police

Impact Trust Fund for the payment of operating expenditures, transfers to other funds, and necessary capital outlays.

Section 26. All delinquent taxes collected during the ensuing fiscal year as proceeds from levies of operation millage of prior years are hereby specifically appropriated for the use of the General Fund.

Section 27. For all funds, appropriations for the 2023-2024 fiscal year, which are encumbered but unexpended as of the last day of the fiscal year, shall be re-appropriated for the same purpose for the 2024-2025 fiscal year.

Section 28. If any clause, section, or other part of this Resolution 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 shall in no way affect the validity of the remaining portions of this Resolution.

Section 29. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 30. This Resolution shall become effective immediately upon passage, but the budget adopted hereby shall take effect as of October 1, 2024.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna Lamb
City Attorney



Fiscal Year 24/25
2nd Public Millage & Budget Hearing, September 23, 2024

Dan Dugger
City Manager

Andrew Mack
Deputy City Manager

Peter Kajokas
Finance Director

Anthony Davidson
Deputy Finance/Budget Director

Purpose of Millage & Budget Hearing

- **Final review and discussion for adoption of the final Millage Rate**
  - **Tentative FY24/25 Millage of 7.8000**
  - **The proposed tax increase = 5.08% per State TRIM calculations over the Rolled-back Rate, 7.4229 due to the City's operational cost.**

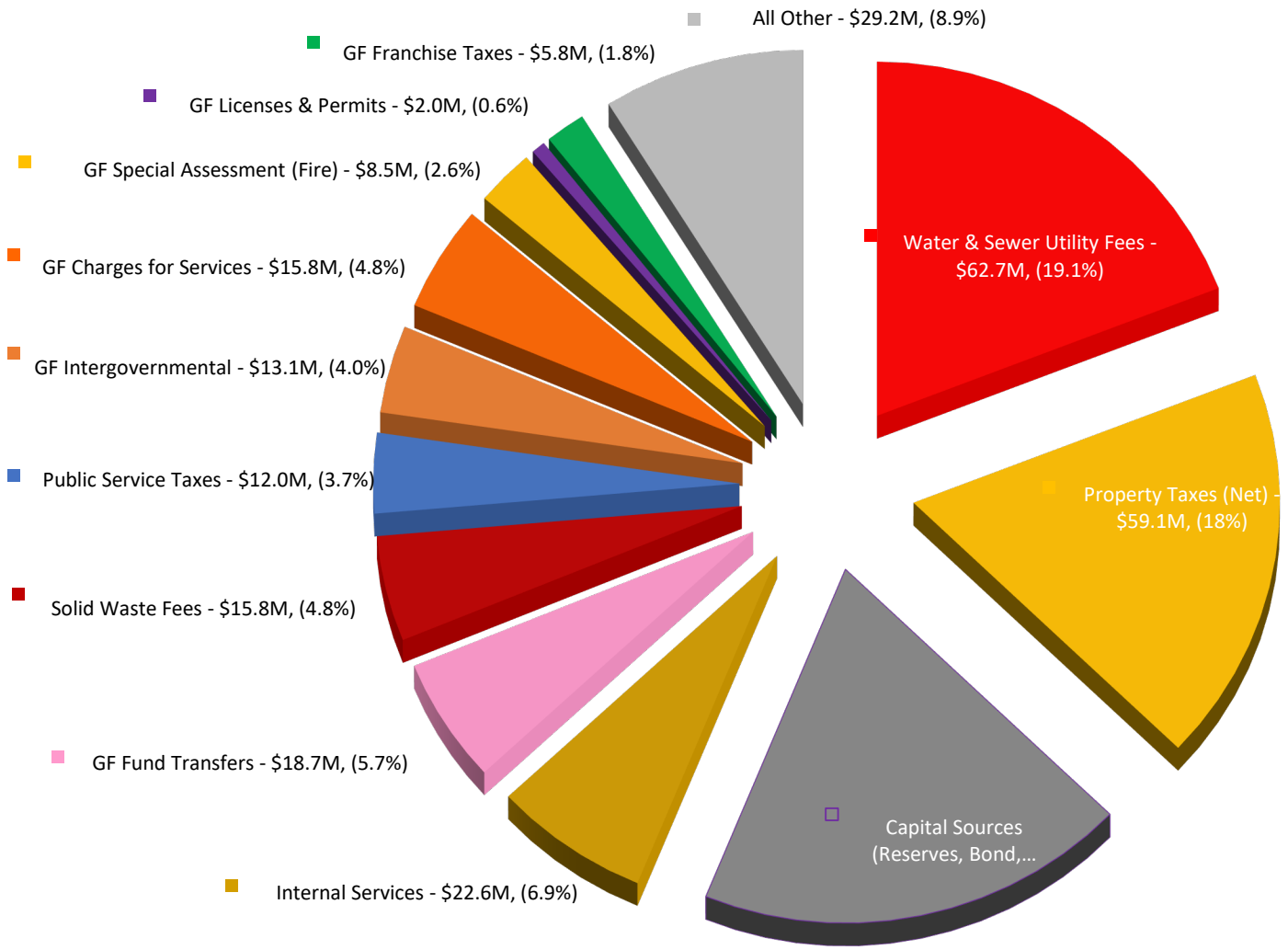
- **Final review and discussion for adoption of the final Budget**
  - **General Fund FY24/25 budget is $130.3M, 39.8% of all funds**
  - **All funds total $327.8M**
  - **No adjustments made since September 3rd – 1st Public Budget Hearing**

Proposed Tax Levy vs Rollback Rate

	Proposed Tax Rate @ 7/11	Roll Back Tax Rate @ 6/28
	7.8000	7.4229
Tax Rate Increase (over Rollback Rate)	0.377	
Current Year Gross Assessed Value per PA	$ 9,872,381,290	$ 9,872,381,290
Gross Taxes Increase (over Rollback Rate)	5.08%	

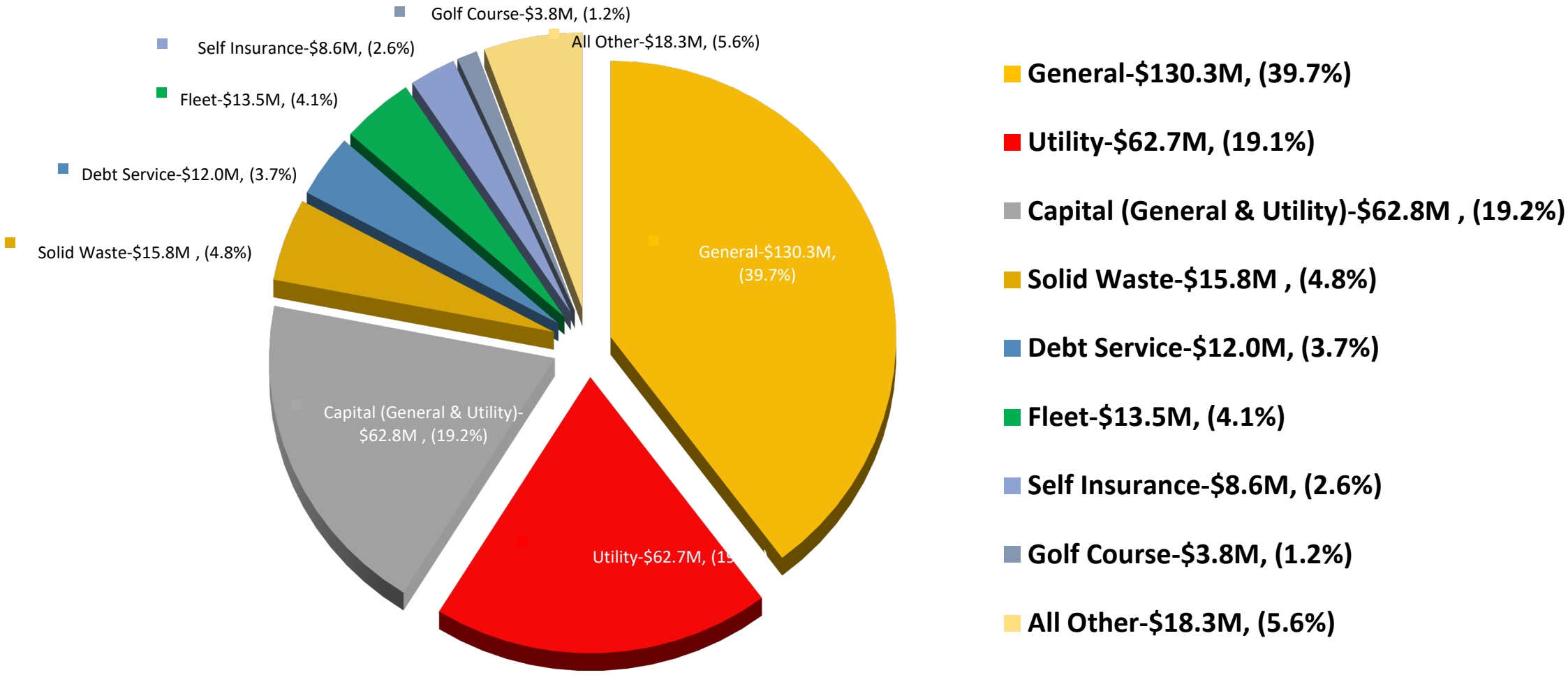
			Variance
Taxes on Property Values	$ 77,004,574	$ 73,281,699	$ (3,722,875)
Less CRA TIF & Discounts	$ (18,197,345)	$ (17,315,156)	$ 882,189
Net Property Taxes	$ 58,807,229	$ 55,966,543	$ (2,840,686)
Other Revenues	$ 52,741,130	$ 52,741,130	
Total Revenues	$ 111,548,359	$ 108,707,673	
Transfers From Other Funds	$ 18,770,261	$ 18,770,261	
Total Revenues & Transfers	$ 130,318,620	$ 127,477,934	
Appropriation of (Increase to) Fund Balance	$ -	$ -	
Total Expenditures	$ 130,318,620	$ 130,318,620	
Budget (Deficit) Surplus	$ -	$ (2,840,686)	

All Funds - Funding Sources = $327.8M



- **Water & Sewer Utility Fees - $62.7M, (19.1%)**
- **Property Taxes (Net) - $59.1M, (18%)**
- **Capital Sources (Reserves, Bond, etc.) - $62.5M, (19.1%)**
- **Internal Services - $22.6M, (6.9%)**
- **GF Fund Transfers - $18.7M, (5.7%)**
- **Solid Waste Fees - $15.8M, (4.8%)**
- **Public Service Taxes - $12.0M, (3.7%)**
- **GF Intergovernmental - $13.1M, (4.0%)**
- **GF Charges for Services - $15.8M, (4.8%)**
- **GF Special Assessment (Fire) - $8.5M, (2.6%)**
- **GF Licenses & Permits - $2.0M, (0.6%)**
- **GF Franchise Taxes - $5.8M, (1.8%)**
- **All Other - $29.2M, (8.9%)**

All Funds – Expenditures = $327.8M



ALL FUNDS APPROPRIATION SUMMARY

	2023-24 AMENDED BUDGET	2024-25 TENTATIVE BUDGET	% of All Funds	FY24-25 Proposed vs FY23-24 Amd $$$	Variance of Inc. (Dec.) as a %
GENERAL FUND					
TOTAL GENERAL FUND	$118,976,402	$130,318,620	39.8%	$11,342,218	9.5%
ENTERPRISE FUNDS					
WATER & SEWER FUND	60,380,704	62,701,624	19.1%	2,320,920	3.8%
SOLID WASTE	15,286,355	15,863,206	4.8%	576,851	3.8%
GOLF COURSE	2,822,343	3,813,150	1.2%	990,807	35.1%
TOTAL ENTERPRISE FUNDS	78,489,402	82,377,980			
INTERNAL SERVICE FUNDS					
FLEET MAINTENANCE	18,844,975	13,504,684	4.1%	(5,340,291)	-28.3%
MATERIALS & DISTRIBUTION (Warehouse)	565,273	572,062	0.2%	6,789	1.2%
SELF INSURANCE	8,140,237	6,679,599	2.0%	(1,460,638)	-17.9%
BENEFITS FUND	-	1,969,003	0.6%	1,969,003	0.0%
TOTAL INTERNAL SERVICE FUNDS	27,550,485	22,725,348			
SPECIAL REVENUE FUNDS					
TRAFFIC SAFETY	3,333,092	9,711,402	3.0%	6,378,310	191.4%
LOCAL OPTION GAS TAX	1,300,965	1,150,646	0.4%	(150,319)	-11.6%
BUILDING FUND	3,997,912	4,668,328	1.4%	670,416	16.8%
GREEN BUILDING FUND	102,000	100,035	0.0%	(1,965)	-1.9%
POLICE IMPACT TRUST FUND	-	200,000	0.1%	200,000	0.0%
PUBLIC ARTS	589,478	472,529	0.1%	(116,949)	-19.8%
COMMUNITY IMPROVEMENTS	259,978	270,361	0.1%	10,383	4.0%
RECREATION PROGRAM REVENUE	600,264	411,377	0.1%	(188,887)	-31.5%
CEMETERY	579,895	517,644	0.2%	(62,251)	-10.7%
TOTAL SPECIAL REVENUE FUNDS	10,763,584	17,502,322			
CAPITAL IMPROVEMENT PROJECTS					
PARKS & RECREATION TRUST	175,260	1,280,087	0.4%	1,104,827	630.4%
GOLF FUND CIP	387,868	200,186	0.1%	(187,682)	0.0%
GENERAL GOVERNMENT CIP	9,565,065	17,730,630	5.4%	8,165,565	85.4%
GENERAL GOVERNMENT - SURTAX	9,917,157	3,711,343	1.1%	(6,205,814)	-62.6%
UTILITY	56,945,528	39,921,500	12.2%	(17,024,028)	-29.9%
TOTAL CAPITAL IMPROVEMENT PROJECTS	76,990,878	62,843,746			
DEBT SERVICE FUNDS					
TOTAL DEBT SERVICE FUNDS	12,042,390	12,036,834	3.7%	(5,556)	0.0%
TOTAL PROPOSED FOR ALL FUNDS	$ 324,813,141	$ 327,804,850	100.0%	$2,991,709	0.9%

Questions



CITY OF BOYNTON BEACH

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
09/23/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-224- Ratifying Resolution No. R24-192 adopted on September 3rd, 2024 for the Fire Assessment Fee of $145 for fiscal year 2024-2025.

Requested Action: Staff recommends the approval of Proposed Resolution No. R24-224.

Explanation of Request: On July 11, 2024, the City Commission adopted Resolution No. R24-149 to continue the Fire Assessment Program for FY 2024-2025.

On September 3, 2024, the City Commission adopted Resolution No. R24-192 to set the Fire Assessment rate at $145 (annually per dwelling unit) for residential property owners.

The City Commission recognizes that the Assessment may create a hardship on certain residential property owners in the City. Therefore, the Final Rate Resolution allows property owners to request H.E.L.P. (Hardship Extension Loan Program) for a total or partial waiver through an application review process. A copy of the application and criteria is attached. Notice of the Hardship Extension Loan Program (H.E.L.P.) will also be available on the City's website.

All property owners in the City received actual mailed notice of the proposed Assessment and the September 3rd public hearing; however, notice of the hearing was published late. To ensure that all members of the public receive adequate notice and an opportunity to be heard, the City is conducting an additional public hearing related to the adoption of the Assessment. This resolution ratifies the FY 24-25 Fire Assessment, Resolution 24-192, adopted at the September 3, 2024, City Commission meeting.

How will this affect city programs or services? The Fire Assessment provides partial funding to the total Fire Department in order to maintain its excellent response time and capital improvement needs. It does not provide funding for EMS services. Only Fire Rescue services are allowed under Florida Statutes.

Fiscal Impact:
For Fiscal Year 2024-25, the estimated gross Fire Rescue Assessed cost is $10,162,248 reduced to a net realized assessment of $8,840,118 after excluding tax exempt properties.

Attachments:
R24-224 Agenda_Item_2118-2023_Fire_Assessment_Resolution_Ratification.docx
R24-192.pdf
Fire Assessment Hardship Application 2024-2025.doc
Proof of Publication.pdf
Affidavit of Mailing.pdf
2024 DR408 Certificate for Non-Ad Valorem Assessment Roll.pdf

RESOLUTION NO. R24-224

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING AND CONFIRMING RESOLUTION NO. R24-192 RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF BOYNTON BEACH, FLORIDA; IMPOSING FIRE RESCUE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; CONFIRMING AND CONTINUING A PROCEDURE FOR HARDSHIP WAIVERS OR DEFERRALS OF ALL OR PART OF THE CITY'S FIRE RESCUE SPECIAL ASSESSMENT INCLUDING APPLICATION AND REVIEW BY THE CITY'S FINANCE DIRECTOR OR DESIGNEE, AND ELIGIBILITY CRITERIA FOR SUCH WAIVERS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach ("City") adopted Resolution No. R24-192 ("the Annual Rate Resolution") after notice and a public hearing on September 3, 2024, setting the rates of an imposing Fire Services Assessments against certain parcels of real property within the City; and

WHEREAS, the parcels of real property to be affected by the Annual Rate Resolution received notice by mail but did not receive notice by publication; and

WHEREAS, the City posted the notice by publication and directed an additional public hearing be held to ratify the Annual Rate Resolution; and

WHEREAS, the City Commission, upon staff recommendation, has deemed it in the best interests of the city's citizens and residents to ratify Resolution No. R24-192, the Annual Rate Resolution.

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 ratifies Resolution No. R24-192, the Annual Rate Resolution, as attached as "Exhibit A."

SECTION 3. This Resolution shall take effect in accordance with law.

[signatures on the following page]

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

APPROVED AS TO FORM:

(Corporate Seal)

_____
Shawna G. Lamb
City Attorney

RESOLUTION NO. R24-192

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, RELATING TO THE PROVISION OF FIRE RESCUE SERVICES, FACILITIES, AND PROGRAMS IN THE CITY OF BOYNTON BEACH, FLORIDA; IMPOSING FIRE RESCUE ASSESSMENTS AGAINST ASSESSED PROPERTY LOCATED WITHIN THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; CONFIRMING AND CONTINUING A PROCEDURE FOR HARDSHIP WAIVERS OR DEFERRALS OF ALL OR PART OF THE CITY'S FIRE RESCUE SPECIAL ASSESSMENT INCLUDING APPLICATION AND REVIEW BY THE CITY'S FINANCE DIRECTOR OR DESIGNEE, AND ELIGIBILITY CRITERIA FOR SUCH WAIVERS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of Boynton Beach, Florida (the "City Commission"), has enacted Ordinance No. 08-017 (the "Ordinance"), which authorizes the imposition of Fire Rescue Assessments each Fiscal Year for the fire rescue services, facilities, and programs against Assessed Property located within the City; and

WHEREAS, the imposition of a Fire Rescue Assessment for fire rescue services, facilities, and programs each fiscal year is an equitable and efficient method of allocating and apportioning the Fire Rescue Assessed Cost among parcels of Assessed Property; and

WHEREAS, the City Commission desires to continue a Fire Rescue Assessment program and impose a Fire Rescue Assessment in the City using the procedures provided by the Ordinance, including the tax bill collection method, for the Fiscal Year beginning on October 1, 2024; and

WHEREAS, the City Commission, on July 1, 2008, adopted Resolution No. R08-067 (the "Initial Assessment Resolution"); and

WHEREAS, the City Commission adopted Resolution No. R24-149 (the "Preliminary Assessment Resolution") on July 11, 2024, which set forth the preliminary assessment rates for Fiscal Year 2024-25, and which contains and references a brief and general description of the fire

rescue services, facilities, and programs to be provided to Assessed Property; describes the method of apportioning the Fire Rescue Assessed Cost to compute the Fire Rescue Assessment for fire rescue services, facilities, and programs against Assessed Property; confirmed the rates of assessment; and directs the updating and preparation of the Assessment Roll and provision of the notice required by the Ordinance; and

WHEREAS, in order to impose Fire Rescue Assessments for the Fiscal Year beginning October 1, 2024, the Ordinance requires the City Commission to adopt an Annual Rate Assessment Resolution, which confirms and establishes the rates of assessment and approves the Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Commission deems appropriate, after hearing comments and objections of all interested parties; and

WHEREAS, the Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance; and

WHEREAS, notice of a public hearing has been published and mailed, as required by the terms of the Ordinance. An Affidavit of Mailing is attached hereto as Appendix A and the Proof of Publication is attached hereto as Appendix B; and

WHEREAS, the City Commission recognizes that the special assessment may work a hardship on certain residential property owners in the City and desires to continue to provide a means whereby affected property owners may request a total or partial waiver of the special assessment for hardship; and

WHEREAS, a public hearing was held on September 3, 2024, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA THAT:

SECTION 1. AUTHORITY. This resolution is adopted pursuant to Ordinance No. 08-017; Resolution No. R08-076; Resolution No. R24-149; Article VIII, Section 2, Florida Constitution; Sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 2. DEFINITIONS AND INTERPRETATION. This resolution constitutes the Annual Rate Resolution as defined in the Ordinance. All capitalized words and terms not otherwise defined herein shall have the meanings set forth in the Ordinance, the Initial Assessment Resolution, and the Preliminary Assessment Resolution.

SECTION 3. IMPOSITION OF FIRE RESCUE ASSESSMENTS.

(A) The parcels of Assessed Property described in the Assessment Roll, which is hereby approved, are hereby found to be specially benefited by the provision of the fire rescue services, facilities, and programs described or referenced in the Preliminary Assessment Resolution in the amount of the Fire Rescue Assessment set forth in the Assessment Roll, a copy of which was present or available for inspection at the above referenced public hearing and is incorporated herein by reference. It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the City will be specially benefited by the City's provision of fire rescue services, facilities, and programs in an amount not less than the Fire Rescue Assessment for such parcel, computed in the manner set forth in the Preliminary Assessment Resolution. Adoption of this Annual Rate Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations, and findings as set forth in the Ordinance, the Preliminary Assessment Resolution, and this Annual Rate Resolution from the fire rescue services, facilities, or programs to be provided and a legislative determination that the

Fire Rescue Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Preliminary Assessment Resolution.

(B) The method for computing Fire Rescue Assessments described and referenced in the Preliminary Assessment Resolution is hereby approved. The Parcel Apportionment methodology described in Appendix F of the Preliminary Assessment Resolution and adopted in Section 7 of the Preliminary Assessment Resolution is hereby approved.

(C) For the Fiscal Year beginning October 1, 2024, the estimated net Fire Rescue Assessed Cost to be assessed is $10,162,248.00. The Fire Rescue Assessments to be assessed and apportioned among benefited parcels pursuant to the Cost Apportionment and Parcel Apportionment to generate the estimated Fire Rescue Assessed Cost for the Fiscal Year commencing October 1, 2024, are hereby confirmed and established as follows:

Property Use Category	**Rate Per Dwelling Unit**
Residential	$145.00
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial	$0.32
Industrial/Warehouse	$0.07
Institutional	$0.36
Nursing Home	$0.36

(D) The above rates of assessment are hereby approved. Fire Rescue Assessments for fire rescue services, facilities, and programs in the amounts set forth in the Assessment Roll, as herein approved, are hereby levied and imposed on all parcels of Assessed Property described in such Assessment Roll for the Fiscal Year beginning October 1, 2024.

(E) As authorized in Section 2.14 of the Ordinance, no Fire Rescue Assessment shall be imposed upon a parcel of Government Property, except as provided in the Preliminary Assessment Resolution, or upon Institutional Use buildings on a parcel of Institutional Property whose building use is wholly exempt from taxation under Florida law.

(F) Any shortfall in the expected Fire Rescue Assessment proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments required by law or authorized by the City Commission shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments.

(G) As authorized in Section 2.13 of the Ordinance, interim Fire Rescue Assessments are also levied and imposed against all property for which a Building Permit is issued after adoption of this Annual Rate Resolution based upon the rates of assessment approved herein.

(H) Fire Rescue Assessments shall constitute a lien upon the Assessed Property so assessed equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims until paid.

(I) The Assessment Roll, as herein approved, shall be delivered to the Tax Collector for collection using the tax bill collection method in the manner prescribed by the Ordinance. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(J) No Emergency Medical Services shall be funded from the Fire Rescue Assessment revenues.

SECTION 4. CONFIRMATION OF PRELIMINARY ASSESSMENT RESOLUTION. The Preliminary Assessment Resolution, as may be amended herein, is hereby confirmed.

SECTION 5. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Rate Resolution shall be the final adjudication of the issues presented (including, but not

limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the Assessment Roll and the levy and lien of the Fire Rescue Assessments) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Rate Resolution.

SECTION 6. HARDSHIP WAIVERS OR DEFERRALS.

(A) The City Commission of the City of Boynton Beach, Florida, hereby continues its program for qualified individuals who need financial assistance to pay all or part of the Fire Rescue Assessment levied on their property or who seek deferral of payment of all or part of the Fire Rescue Assessment on their property.

(B) The City's program for financial assistance shall be commonly referred to as H.E.L.P., Hardship Extension Loan Program. The following types of financial assistance are available based upon need:

1. Relief from all payments of an annual Fire Rescue Assessment.

2. Relief from a portion of payments of an annual Fire Rescue Assessment.

3. Deferral of payments of an annual Fire Rescue Assessment.

4. Deferral of a portion of payments of an annual Fire Rescue Assessment.

(C) The following individuals are eligible for financial assistance.

1. Residential Property Owners who meet 2024 HHS Poverty Guidelines.

2. Residential property owners that are exempt from ad valorem taxation pursuant to the following Florida Statutes are eligible to apply for a Hardship Waiver or Deferral:

   a. Section 196.081, Florida Statutes (totally disabled veterans and surviving spouses of veterans);

   b. Section 196.081, Florida Statutes (surviving spouses of first responders who died in the line of duty);

c. Section 196.091, Florida Statutes (disabled veterans confined to wheelchairs);

d. Section 196.101, Florida Statutes (totally and permanently disabled persons);

e. Section 196.102, Florida Statutes (totally and permanently disabled first responders).

3. Residential Property Owners that qualify for the additional homestead exemption for persons 65 and over authorized pursuant to Section 196.075, Florida Statutes are also eligible to apply for the Hardship Waiver.

4. Residential Property Owners that are qualified under the Florida Homestead Property Tax Deferral Act, Section 197.242, et al., Florida Statutes.

(D) Eligible Residential Property Owners may submit an application for a Hardship Waiver or Deferral on a form prepared by the City with the Finance Department. The Application shall include the following:

1. Documentation demonstrating eligibility for the Hardship Waiver or Deferral through one of the criteria from exemptions listed in Section C above;

2. A copy of the Tax Bill for the subject property;

3. Description of the facts and circumstances of the hardship.

(E) The City's Finance Department must receive all Applications for the Hardship Waiver or Deferral on or before October 16, 2024.

(F) Once received, all applications shall be reviewed by the City's Finance Director or his or her designee ("Reviewing Official"). The Reviewing Official shall review the facts and circumstances to determine whether a hardship exists to warrant a partial or total waiver of the special assessment levied upon the applicant's real property or a deferral of payment of such. The decision of the Reviewing Official is final.

(G) The Reviewing Official shall render a written decision and provide such to the applicant.

(H) If a partial or total waiver or deferral is granted by the Reviewing Official, the Finance Director shall ensure appropriate documentation is provided to the Tax Collector as to the revised amount of the assessment as to the applicant.

(I) An applicant may apply for a Hardship Waiver as to one property only.

(J) An applicant must apply for the Hardship Waiver on an annual basis.

(K) A deferral may be granted for no longer than the end of the then-current fiscal year.

(L) When financial assistance is granted pursuant to the H.E.L.P. program, any shortfall in the expected Fire Rescue Assessment proceeds due to any reduction or exemption from payment of the Fire Rescue Assessments authorized by this Section shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Fire Rescue Assessments.

SECTION 7. MOBILE HOME VACANCY ADJUSTMENT. As authorized in Section 5(L) of the Preliminary Rate Resolution, there shall be a Mobile Home Vacancy Adjustment procedure for Mobile Home and Recreational Vehicle Park Property, using the procedures established in Resolution R11-089. Any shortfall in the expected Fire Rescue Assessment proceeds due to any adjustment for vacancy shall be supplemented by any legally available funds and shall not be paid for by proceeds or funds derived from Fire Rescue Assessments. Failure of the Owner to timely provide the information to the City will result in no Vacancy Adjustment for the special assessment.

SECTION 8. CONFLICTS. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9. SEVERABILITY. If any clause, section, other part or application of this resolution is held by any Court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 3rd day of September, 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	✓	
Vice-Mayor – Aimee Kelley	✓	
Commissioner – Angela Cruz		✓
Commissioner – Woodrow L. Hay	✓	
Commissioner – Thomas Turkin		✓
VOTE	3-2	

ATTEST:

Maylee De Jesús, MPA, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH CORPORATE SEAL INCORPORATED 1920 FLORIDA

Ty Penserga
Mayor

9/4/2024

APPROVED AS TO FORM:

Shawna G. Lamb, City Attorney

APPENDIX A
AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Anthony Davidson and Sandi Neubarth, who, after being duly sworn, depose and say:

1. Anthony Davidson, Interim Finance Director for the City of Boynton Beach, Florida ("City"), pursuant to the authority and direction received from the City Commission, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with Sections 2.03, 2.04, and 2.05 of Ordinance No. 08-071, the Fire Rescue Assessment Ordinance (the "Assessment Ordinance") in conformance with the Preliminary Rate Resolution adopted by the City Commission on July 11, 2024 (the "Preliminary Rate Resolution") .

2. In accordance with the Assessment Ordinance and Chapter 92-264, Laws of Florida, as amended by Chapter 2003-348, Laws of Florida (collectively, the "Special Act"), Mr. Davidson timely provided all necessary information for notification of the Fire Rescue Assessment to the Property Appraiser of Palm Beach County to be included as part of the notice of proposed property taxes under section 200.069, Florida Statutes, the truth-in-millage notification. The information provided to the Property Appraiser to be included on the truth-in-millage notification included the following: the Fire Rescue Assessment rate expressed in dollars and cents per billing unit, the associated Fire Rescue Assessment amount, and the purpose of the Fire Rescue Assessment.

3. Because the assessment was being levied against newly affected property owners for the first time for Fiscal Year 2024-25, additional notice by first class mail to the Owner of each newly affected parcel of Assessed Property was also required by the Assessment Ordinance and the Special Act.

4. Sandi Neubarth is the Director for Anser Advisory Consulting LLC, formerly known as Government Services Group, Inc. ("Anser"). Anser has caused the additional mailed notices required by Section 2.05 of the Assessment Ordinance to be prepared in conformance with the Preliminary Rate Resolution. An exemplary form of such notice is attached hereto. Anser has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

5. On or before August 13, 2024, Anser caused the mailing of the above-referenced notices in accordance with Sections 2.05 of the Assessment Ordinance and the Preliminary Rate Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Palm Beach County Property Appraiser for the purpose of the collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

Anthony Davidson

Anthony Davidson, affiant

Sandi Neubarth, affiant

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 30TH day of August, 2024 by Anthony Davidson, Interim Finance Director, City of Boynton Beach, Florida. He ~~She~~ is personally known to me or has produced _____ as identification and did take an oath.

Rismerling B Gomez
Comm.: HH 367544
Expires: February 28, 2027
Notary Public - State of Florida

Printed Name: Rismerling Gomez
Notary Public, State of Florida
At Large
My Commission Expires: Feb. 28, 2027
Commission No.: HH 367544

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☑ online notarization, this 27th day of August, 2024 by Sandi Neubarth, Director, Anser Advisory Consulting LLC. She is personally known to me or has produced _____ as identification and did take an oath.

TAMMY PETERS
Commission # HH 126488
Expires August 31, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Printed Name: Tammy Peters
Notary Public, State of Florida
At Large
My Commission Expires: August 31, 2025
Commission No.: HH 126488

FP004.16291

City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

CITY OF BOYNTON BEACH, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE RESCUE NON-AD VALOREM ASSESSMENTS

NOTICE DATE: AUGUST 13, 2024

NIELSEN ERIC
4053 MANOR FOREST TRL APT C
BOYNTON BEACH, FL 33436-8850

Tax Parcel #: 08424512160000020
Legal: MANOR FOREST PL 4 LT 2

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***
THIS IS NOT A BILL

As required by Section 197.3632, Florida Statutes, and City Ordinance No. 08-017 notice is given by the City of Boynton Beach that an annual assessment for fire rescue services using the tax bill collection method, may be levied on your property for the fiscal year October 1, 2024 - September 30, 2025. The City has levied a fire rescue special assessment since 2001 pursuant to Ordinance No. 01-34, as amended, which Ordinance sunset on September 30, 2008. The City then adopted Ordinance No. 08-017 to provide for reenactment of the fire rescue special assessment within the City commencing with the 2008-2009 fiscal year. The purpose of this assessment is to fund fire rescue services benefiting improved property located within the City of Boynton Beach. The total annual fire rescue assessment revenue to be collected within the City of Boynton Beach is estimated to be $10,162,248. The annual fire rescue assessment is based on the classification of each parcel of property and number of billing units contained therein.

Category	Type and Number of Billing Units	Fiscal Year 24-25 Assessment
Residential Building	1 Dwelling Unit	$145.00
	Total Assessment	**$145.00**

The maximum annual fire rescue services assessment that can be imposed without further notice for the above parcel for Fiscal Year 2024-25 and future fiscal years is **$145.00**.

A public hearing will be held at 6:00 p.m. on September 3, 2024, at City Hall Commission Chambers, 100 East Ocean Avenue, Boynton Beach, Florida for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (561) 742-6060, at least three days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Fire Rescue Assessment Ordinance, the Initial Assessment Resolution, the Preliminary Rate Resolution, and the preliminary assessment roll are available for inspection at the City Clerk's office, located at 100 E Ocean Ave, Boynton Beach, Florida, 33425.

Pursuant to Chapter 92-264, Laws of Florida, as amended by Chapter 2003-348, Laws of Florida, a special act relating to the County, notice of the fire rescue assessment imposed by the City shall also be included by the Property Appraiser as part of the notice of proposed property taxes under Section 200.069, Florida Statutes, the truth-in-millage notification.

Both the fire rescue non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your fire rescue service assessment, please contact the Finance Department at (561) 742-6310, Monday through Friday between 8:00 a.m. and 5:00 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***

APPENDIX B
PROOF OF PUBLICATION

Stanzione, Tammy

From:	CivicOptimize Productivity <noreply@civicplus.com>
Sent:	Thursday, August 29, 2024 6:24 PM
To:	Stanzione, Tammy
Subject:	Legal Notice Submission Affidavit
Attachments:	Boynton Beach Legal Notice.pdf

This Message Is From an External Sender

This message came from outside your organization.

Affidavit of Legal Notice submission and publication

Boynton Beach Legal Notice

Submission Time: **08/29/2024 6:24 PM (EDT)**

Please find a PDF of your submission details attached to this email.

The attachments included in your submission are listed below. This Legal Notice along with the attachments is now published on the web portal.

Map.pdf

signature.png

Signature of Affiant Tammy Stanzione

Signature of Notary Public Keysiera Delorme

Notary Stamp

KEYSIERA DELORME
Notary Public-State of Florida
Commission # HH 320719
My Commission Expires
October 10, 2026

Boynton Beach Legal Notice Submission

Boynton Beach Legal Notice

08/29/2024 6:24 PM (EDT)
Submitted by Tammy Stanzione (stanzionet@bbfl.us)

Boynton Beach Legal Notice

Please choose a category	Government Publications - Tax Notices - Boynton Beach
Title	NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE RESCUE SPECIAL ASSESSMENTS
Publish Date	08/29/2024
Publish Time	4:51 PM (EDT)
Description	Notice is hereby given that the City Commission of the City of Boynton Beach will conduct public hearings to consider the imposition of annual fire rescue special assessments for the provision of fire rescue services within the municipal boundaries of the City of Boynton Beach. The hearings will be held at 6:00 p.m., on September 3, 2024, and September 23, 2024, in the City of Boynton Beach Commission Chambers, 100 East Ocean Avenue, Boynton Beach, Florida, 33435, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearings and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (561) 742-6060, at least three days prior to the date of the hearings. The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The proposed fire rescue assessment schedule for Fiscal Year 2024-2025 is as follows:

Property Use Category	Rate Per Dwelling Unit
Residential	$145.00
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial	$0.32
Industrial/Warehouse	$0.07

Institutional	$0.36
Nursing Home	$0.36

Copies of the Fire Rescue Assessment Ordinance, the Initial Assessment Resolution, the Preliminary Rate Resolution, and the Preliminary Assessment Roll are available for inspection at the City Clerk's Office in City Hall, located at 100 East Ocean Avenue, Boynton Beach, Florida, 33435.

The fire rescue non-ad valorem assessment will be collected on the ad valorem tax bill to be mailed in November 2024. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the Finance Department at (561) 742-6310, Monday through Friday between 8:00 a.m. and 5:00 p.m.

Attach Files (Optional) Map.pdf

Submitted by (Email Address) stanzionet@bbfl.us

Notifications No

Signature 

APPENDIX C

FORM OF CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that I am the Mayor of the City of Boynton Beach, or authorized agent of the City of Boynton Beach, Florida (the "City"); as such, I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for fire rescue services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above-described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Palm Beach County Tax Collector by September 13, 2024.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Palm Beach County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll, this ____ day of _____, 2024.

CITY OF BOYNTON BEACH, FLORIDA

BY: _____

TITLE: _____

[To be delivered to Palm Beach County Tax Collector by September 13]

City of Boynton Beach, Florida
Fire Assessment Application for Determination of Eligibility for H.E.L.P.
FISCAL YEAR 2024-2025

APPLICATION DEADLINE OCTOBER 16, 2024

NAME: _____
(LAST) (FIRST)

TELEPHONE # _____

ADDRESS: _____
(STREET) (CITY) (STATE) (ZIP)

FOR EACH PERSON WHO RESIDES WITH YOU AT THE ABOVE ADDRESS, LIST THEIR NAME, AGE AND RELATIONSHIP TO YOU BELOW OR ON AN ATTACHED SHEET, IF NEEDED:

_____
(NAME) (AGE) (RELATIONSHIP)

_____
(NAME) (AGE) (RELATIONSHIP)

I CERTIFY THAT I AM A RESIDENTIAL PROPERTY OWNER AND I MEET ONE (1) OF THE CRITERIA CHECKED IN THE BOX BELOW FOR WHICH I AM REQUESTING ELIGIBILITY FOR H.E.L.P.

(Provide a copy of your 2024 Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments)

(*PLEASE CHECK THE APPROPRIATE BOX FOR WHICH YOU ARE REQUESTING ELIGIBILITY FOR H.E.L.P.)*

- ❑ I qualify for the additional homestead exemption for persons 65 and over as noted on the attached Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments authorized pursuant to Florida Statutes Section 196.075.

- ❑ I qualify for the Florida Homestead Property Tax Deferral Act as noted on the attached Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments authorized pursuant to Section 197.242, et al., Florida Statutes

- ❑ I am a totally disabled veteran or the surviving spouse of a totally disabled veteran ***AND*** I am exempt from ad valorem taxes pursuant to Florida Statutes Section 196.081.
  (Provide copy of disability letter from the government or a physician)

- ❑ I am a surviving spouse of first responder who died in the line of duty ***AND*** I am exempt from ad valorem taxes pursuant to Florida Statutes Section 196.081.
  (Provide copy of disability letter from the government or a physician)

- ❑ I am a disabled veteran confined to a wheelchair ***AND*** I am exempt from ad valorem taxes pursuant to Florida Statutes Section196.091.
  (Provide copy of disability letter from the government or a physician)

- ❑ I am permanently and totally disabled ***AND*** I am exempt from ad valorem taxes pursuant to Florida Statutes Section 196.101.
  (Provide copy of disability letter from the government or a physician)

- ❑ I am permanently and totally disabled first responder ***AND*** I am exempt from ad valorem taxes pursuant to Florida Statutes Section 196.102.
  (Provide copy of disability letter from the government or a physician)

- ❑ I meet the U.S. Department of Health & Human Services (HHS) Poverty Guidelines listed on Page 2 of this Application.
  (Provide a copy of your last two (2) years (2022 & 2023) Federal Income Tax Returns - AGI)

OR IF YOU DID NOT FILE INCOME TAXES FOR THE PAST (2) YEARS

(Provide a copy of your last three (3) months bank and investment statements for all accounts)

NOTE: The City may require additional information to determine eligibility.

(Please complete and sign Page 2 of this Application)

Please explain the financial hardship that makes it difficult or impossible for you to pay this year's Fire Assessment Amount as levied on the attached Notice from Palm Beach County.

_____

Under penalty of perjury, I hereby swear or affirm that the information I am submitting is true, complete and correct in order to determine my eligibility for H.E.L.P.

_____ _____
Applicant's signature Date

DETERMINING IF YOU MEET HHS POVERTY GUIDELINES

2024 HHS Poverty Guidelines

Size of Family Unit	Poverty Guideline
1	$ 15,060
2	$ 20,440
3	$ 25,820
4	$ 31,200
5	$ 36,580
6	$ 41,960
7	$ 47,340
8	$ 52,720
For each additional person, add	$ 5,380

Source: https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines

PLEASE NOTE WHAT INCOME TO INCLUDE

Income used to calculate if you meet poverty level status includes the following sources:

Wages, unemployment compensation, Social Security, Supplemental Social Security Income, public assistance, veterans' payments, survivor benefits, pension or retirement income, interest, dividends, rents, royalties, income from estates, trust, educational assistance, alimony, child support, assistance from outside the household, and other miscellaneous sources.

CITY REVIEW PROCESS:

- Applicant submits application to City of Boynton Beach, Financial Services Department, P.O. Box 310, Boynton Beach FL 33425-0310 **delivered no later than October 16, 2024**
- The Hardship Waiver will be reviewed by the City's Finance Director or his or her designee (Reviewing Official).
- Once the Reviewing Official makes a determination, the applicant will be notified in writing of the Reviewing Official's decision. The decision of the Reviewing Official is final.

PLEASE SIGN AND RETURN THIS COMPLETED APPLICATION, ALONG WITH YOUR 2024 TAX NOTICE FROM PALM BEACH COUNTY AND THE REQUIRED DOCUMENTATION FOR THE BOX CHECKED ON PAGE 1 OF THIS APPLICATION TO:

City of Boynton Beach
Financial Services Department
P.O. Box 310
Boynton Beach, FL 33425-0310
(561) 742-6310

Stanzione, Tammy

From: CivicOptimize Productivity <noreply@civicplus.com>
Sent: Thursday, August 29, 2024 6:24 PM
To: Stanzione, Tammy
Subject: Legal Notice Submission Affidavit
Attachments: Boynton Beach Legal Notice.pdf

This Message Is From an External Sender
This message came from outside your organization.

Affidavit of Legal Notice submission and publication

Boynton Beach Legal Notice

Submission Time: **08/29/2024 6:24 PM (EDT)**

Please find a PDF of your submission details attached to this email.

The attachments included in your submission are listed below. This Legal Notice along with the attachments is now published on the web portal.

Map.pdf

signature.png

Signature of Affiant Tammy Stanzione

Signature of Notary Public Keysiera Delorme

Notary Stamp

KEYSIERA DELORME
Notary Public-State of Florida
Commission # HH 320719
My Commission Expires
October 10, 2026

Boynton Beach Legal Notice Submission

Boynton Beach Legal Notice

Please choose a category	Government Publications - Tax Notices - Boynton Beach
Title	NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE RESCUE SPECIAL ASSESSMENTS
Publish Date	08/29/2024
Publish Time	4:51 PM (EDT)

Description

Notice is hereby given that the City Commission of the City of Boynton Beach will conduct public hearings to consider the imposition of annual fire rescue special assessments for the provision of fire rescue services within the municipal boundaries of the City of Boynton Beach.

The hearings will be held at 6:00 p.m., on September 3, 2024, and September 23, 2024, in the City of Boynton Beach Commission Chambers, 100 East Ocean Avenue, Boynton Beach, Florida, 33435, for the purpose of receiving public comment on the proposed assessments. All affected property owners have a right to appear at the hearings and to file written objections with the City Commission within 20 days of this notice. If a person decides to appeal any decision made by the City Commission with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's Office at (561) 742-6060, at least three days prior to the date of the hearings.

The assessment for each parcel of property will be based upon each parcel's classification and the total number of billing units attributed to that parcel. The proposed fire rescue assessment schedule for Fiscal Year 2024-2025 is as follows:

Property Use Category	Rate Per Dwelling Unit
Residential	$145.00
Non-Residential Property Use Categories	**Rate Per Square Foot**
Commercial	$0.32
Industrial/Warehouse	$0.07

Institutional	$0.36
Nursing Home	$0.36

Copies of the Fire Rescue Assessment Ordinance, the Initial Assessment Resolution, the Preliminary Rate Resolution, and the Preliminary Assessment Roll are available for inspection at the City Clerk's Office in City Hall, located at 100 East Ocean Avenue, Boynton Beach, Florida, 33435.

The fire rescue non-ad valorem assessment will be collected on the ad valorem tax bill to be mailed in November 2024. Failure to pay the assessments will cause a tax certificate to be issued against the property, which may result in a loss of title.

If you have any questions, please contact the Finance Department at (561) 742-6310, Monday through Friday between 8:00 a.m. and 5:00 p.m.

Attach Files (Optional) Map.pdf

Submitted by (Email Address) stanzionet@bbfl.us

Notifications No

Signature 

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Anthony Davidson and Sandi Neubarth, who, after being duly sworn, depose and say:

1. Anthony Davidson, Interim Finance Director for the City of Boynton Beach, Florida ("City"), pursuant to the authority and direction received from the City Commission, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with Sections 2.03, 2.04, and 2.05 of Ordinance No. 08-071, the Fire Rescue Assessment Ordinance (the "Assessment Ordinance") in conformance with the Preliminary Rate Resolution adopted by the City Commission on July 11, 2024 (the "Preliminary Rate Resolution") .

2. In accordance with the Assessment Ordinance and Chapter 92-264, Laws of Florida, as amended by Chapter 2003-348, Laws of Florida (collectively, the "Special Act"), Mr. Davidson timely provided all necessary information for notification of the Fire Rescue Assessment to the Property Appraiser of Palm Beach County to be included as part of the notice of proposed property taxes under section 200.069, Florida Statutes, the truth-in-millage notification. The information provided to the Property Appraiser to be included on the truth-in-millage notification included the following: the Fire Rescue Assessment rate expressed in dollars and cents per billing unit, the associated Fire Rescue Assessment amount, and the purpose of the Fire Rescue Assessment.

3. Because the assessment was being levied against newly affected property owners for the first time for Fiscal Year 2024-25, additional notice by first class mail to the Owner of each newly affected parcel of Assessed Property was also required by the Assessment Ordinance and the Special Act.

4. Sandi Neubarth is the Director for Anser Advisory Consulting LLC, formerly known as Government Services Group, Inc. ("Anser"). Anser has caused the additional mailed notices required by Section 2.05 of the Assessment Ordinance to be prepared in conformance with the Preliminary Rate Resolution. An exemplary form of such notice is attached hereto. Anser has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

5. On or before August 13, 2024, Anser caused the mailing of the above-referenced notices in accordance with Sections 2.05 of the Assessment Ordinance and the Preliminary Rate Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Palm Beach County Property Appraiser for the purpose of the collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

Anthony Davidson

Anthony Davidson, affiant

Sandi Neubarth, affiant

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 30TH day of August, 2024 by Anthony Davidson, Interim Finance Director, City of Boynton Beach, Florida. He ~~She~~ is personally known to me or has produced _____ as identification and did take an oath.

Rismerling B Gomez
Comm.: HH 367544
Expires: February 28, 2027
Notary Public - State of Florida

Printed Name: Rismerling Gomez
Notary Public, State of Florida
At Large
My Commission Expires: Feb. 28, 2027
Commission No.: HH 367544

STATE OF FLORIDA
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me, by means of ☐ physical presence or ☑ online notarization, this 27th day of August, 2024 by Sandi Neubarth, Director, Anser Advisory Consulting LLC. She is personally known to me or has produced _____ as identification and did take an oath.

TAMMY PETERS
Commission # HH 126488
Expires August 31, 2025
Bonded Thru Troy Fain Insurance 800-385-7019

Printed Name: Tammy Peters
Notary Public, State of Florida
At Large
My Commission Expires: August 31, 2025
Commission No.: HH 126488

FY24 1629

City of Boynton Beach
P.O. Box 310
Boynton Beach, FL 33425-0310

CITY OF BOYNTON BEACH, FLORIDA

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF FIRE RESCUE NON-AD VALOREM ASSESSMENTS

NOTICE DATE: AUGUST 13, 2024

NIELSEN ERIC
4053 MANOR FOREST TRL APT C
BOYNTON BEACH, FL 33436-8860

Tax Parcel #: 08424512160000020
Legal: MANOR FOREST PL 4 LT 2

*** * * * * NOTICE TO PROPERTY OWNER * * * * ***
THIS IS NOT A BILL

As required by Section 197.3632, Florida Statutes, and City Ordinance No. 08-017 notice is given by the City of Boynton Beach that an annual assessment for fire rescue services using the tax bill collection method, may be levied on your property for the fiscal year October 1, 2024 - September 30, 2025. The City has levied a fire rescue special assessment since 2001 pursuant to Ordinance No. 01-34, as amended, which Ordinance sunset on September 30, 2008. The City then adopted Ordinance No. 08-017 to provide for reenactment of the fire rescue special assessment within the City commencing with the 2008-2009 fiscal year. The purpose of this assessment is to fund fire rescue services benefiting improved property located within the City of Boynton Beach. The total annual fire rescue assessment revenue to be collected within the City of Boynton Beach is estimated to be $10,162,248. The annual fire rescue assessment is based on the classification of each parcel of property and number of billing units contained therein.

Category	Type and Number of Billing Units	Fiscal Year 24-25 Assessment
Residential Building	1 Dwelling Unit	$145.00
	Total Assessment	**$145.00**

The maximum annual fire rescue services assessment that can be imposed without further notice for the above parcel for Fiscal Year 2024-25 and future fiscal years is **$145.00**.

A public hearing will be held at 6:00 p.m. on September 3, 2024, at City Hall Commission Chambers, 100 East Ocean Avenue, Boynton Beach, Florida for the purpose of receiving public comment on the proposed assessments. You and all other affected property owners have a right to appear at the hearing and to file written objections with the City Commission within 20 days of this notice. If you decide to appeal any decision made by the City Commission with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the City Clerk's office at (561) 742-6060, at least three days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Commission action at the above hearing (including the method of apportionment, the rate of assessment and the imposition of assessments), such action shall be the final adjudication of the issues presented.

Copies of the Fire Rescue Assessment Ordinance, the Initial Assessment Resolution, the Preliminary Rate Resolution, and the preliminary assessment roll are available for inspection at the City Clerk's office, located at 100 E. Ocean Ave. Boynton Beach, Florida 33425.

Pursuant to Chapter 92-264, Laws of Florida, as amended by Chapter 2003-348, Laws of Florida, a special act relating to the County, notice of the fire rescue assessment imposed by the City shall also be included by the Property Appraiser as part of the notice of proposed property taxes under Section 200.069, Florida Statutes, the truth-in-millage notification.

Both the fire rescue non-ad valorem assessment amount shown on this notice and the ad valorem taxes for the above parcel will be collected on the ad valorem tax bill mailed in November. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

If there is a mistake on this notice, it will be corrected. If you have any questions regarding your fire rescue service assessment, please contact the Finance Department at (561) 742-6310, Monday through Friday between 8:00 a.m. and 5:00 p.m.

*** * * * * THIS IS NOT A BILL * * * * ***

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that I am the Mayor of the City of Boynton Beach, or authorized agent of the City of Boynton Beach, Florida (the "City"); as such, I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for fire rescue services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above-described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Palm Beach County Tax Collector by September 13, 2024.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Palm Beach County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll, this 4 day of September, 2024.

CITY OF BOYNTON BEACH, FLORIDA

BY: _____

TITLE: MAYOR 9/4/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Ordinance No. 24-012- Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part II, Chapter 2, "Administration," Article II, "City Manager," Section 2-30 "Powers and Duties Generally," by creating a new subsection "K," authorizing the City Manager to execute all employment-related contracts on behalf of the City; providing for codification, severability, conflicts, and an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 24-012, on second reading.

Explanation of Request: The City Manager is the City's chief administrative officer and is responsible to the City Commission for the administration of all City affairs. This ordinance clarifies and codifies the City Manager's authority to enter into employment-related contracts on behalf of the City as the chief administrative officer in accordance with Article II, Section 20 of the City Charter.

How will this affect city programs or services? This ordinance establishes a signature authority framework and provides express rather than implied authority, ensuring employment-related contracts executed are legally enforceable.

Fiscal Impact: N/A

Attachments:
City_Manager_Signature_Authority_Ordinance-_Rev._091624.docx
business-impact-estimate-City_Manager_Signature_Authority.pdf
Charter Provisions.pdf
Memo to Commission Auhority to Execute Contracts under Charter.pdf

ORDINANCE NO. 24-012

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART II, CHAPTER 2, "ADMINISTRATION," ARTICLE II, "CITY MANAGER," SECTION 2-30 "POWERS AND DUTIES GENERALLY," BY CREATING A NEW SUBSECTION "K," AUTHORIZING THE CITY MANAGER TO EXECUTE CERTAIN CONTRACTS ON BEHALF OF THE CITY; PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Manager is the chief administrative officer of the City and is responsible to the City Commission for the administration of all City affairs; and

WHEREAS, pursuant to Article II, Section 20 of the City Charter, the City Manager is responsible for the hiring, appointment, and discharge of all City employees, except the City Attorney and the City Commission has determined that in order for City administration to function at the most efficient level, the City Manager shall be granted the authority to execute all employment-related agreements under the conditions specified herein.

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, Chapter 2, Article II, Section 2-30, entitled "Powers and Duties Generally" of the Code of Ordinances of the City of Boynton Beach is hereby amended to create subsection "K" as follows:

Part II, Chapter 2, Article II, entitled "City Manager."

Sec. 2-30. – Powers and duties generally.

The city manager shall be the chief administrative officer of the city and be responsible to the commission for the administration of all city affairs placed in his charge under the City Charter, Code of Ordinances, or assigned to him by the city commission. He shall have the power and duty to:

…

(k): Approve and execute employment agreements, including, but not limited to, employment, disciplinary, and separation agreements, necessary to administer the City's employment matters in accordance with Article II, Section 20 of the City Charter, and Article II, Section 2-30 of the City Code of Ordinances.

Section 3: Codification. It is the intention of the City Commission of the City of Boynton Beach, Florida, 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 part shall be considered eliminated and in no way affect the validity of the other provisions of this Ordinance.

Section 5: Conflicts. That all Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be and the same are repealed to the extent of such conflict.

Section 6: Effective Date. That this Ordinance shall take effect immediately upon passage.

FIRST READING this ____ day of _____ 2024.

SECOND, FINAL READING, AND PASSAGE this ____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Aimee Kelley	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner –Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

9.16.24 (SRW)

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 COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING PART II, CHAPTER 2, "ADMINISTRATION," ARTICLE II, "CITY MANAGER," SECTION 2-30 "POWERS AND DUTIES GENERALLY," BY CREATING A NEW SUBSECTION "K," AUTHORIZING THE CITY MANAGER TO EXECUTE CERTAIN CONTRACTS ON BEHALF OF THE CITY; PROVIDING FOR CODIFICATION, SEVERABILITY, 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.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
    c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
    d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

The ordinance clarifies the signature authority of the City Manager and codifies prior policy decisions. This ordinance serves the public purpose of enabling City administration to function at the most efficient level.

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;
(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
(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:

None.

4. Additional information the governing body deems useful (if any):
N/A

Sec. 7. Authority to contract; execution; attestation and seal.

The Commission shall have the power to enter into contracts on behalf of the City. All contracts shall be attested by the City Clerk with the seal of the City affixed thereto. (Laws of Fla. 1947, Ch. 24398, § 28; Ord. No. 02-037, § 2, 8-20-02, election of 11-5-02; Ord. No. 12- 023, § 2, 1-15-13, election of 3- 12-13)

Cross reference*-Contracts must be approved by City Attorney, § 23.*

Sec. 10. Duties, powers, privileges of Mayor.

The Mayor shall preside at all meetings of the City Commission and perform such other duties consistent with his or her office as may be imposed by the City Commission, and he or she shall have a voice and a vote in the proceedings of the City Commission, but no veto power. He or she may use the title of Mayor when executing legal instruments of writing or when required by necessity, arising from the General Laws of the State, but this shall not be considered as conferring upon him or her the administrative or judicial functions of a Mayor under the General Laws of the State. He or she shall be considered as the official head of the City for ceremonial purposes, and shall be so recognized by the courts for the purpose of serving civil processes, and by the Government in the exercise of military law. In the absence or disqualification of the Mayor, the other members of the City Commission shall select one of their members to perform his or her duties. This selection shall be made in accordance with the provisions of this Charter with respect to the election of a Mayor.*

The Mayor shall sign all deeds, bonds or other instruments of writing to which the City is a party, when authorized so to do by the City Commission. (Laws of Fla. 1947, Ch. 24398, §§ 20, 22; Am. Ord. No. 97-38, § 2, 8-5-97, election of 3-10-98; Ord. No. 02-040, § 2, 8-20-02, election of 11-5-02; Ord. No. 02-043, §§ 4- 5, 8-20-02, election of 11-5-02; Ord. No. 12-023, § 2, 1-15-13, election of 3-12-13)

****Editor's note—****Note that § 9 above, as amended, provides for the annual designation of a Vice-Mayor.*

Editor's note—*Ord. No. 97-43, § 2, adopted 8-19-97, repealed previous § 10 pertaining to quorum and vote requirements on ordinances, resolutions, and enactment procedures generally. Said section was derived from Laws of Fla. 1947, Ch. 24398, § 31, as amended by Laws of Fla. Ch. 63-1125, § 2; Ord. No. 74-21, § 1, 8-20-74; Ord. No. 87-46B, § 1, 1-5-88, election of 3-8-88; Ord. No. 97-39, § 2, 8-5-97. Current § 10 was originally part of Article IV and designated § 54.*

Ottinot Law P.A.

5944 Coral Ridge Drive, PM #201
Coral Springs, FL 33076
Office: 954-254-8054

1645 Palm Beach Lakes Blvd., Suite 200
West Palm Beach, FL 33401
Office: 561-207-2119

To: The Honorable Mayor and City Commission

From: Pamala H. Ryan, Esq.

CC: Shawna Lamb, City Attorney

Re: Authority to Execute Documents on Behalf of the City

Date: August 29, 2024

Background

The Boynton Beach City Commission ("Commission") was recently asked to consider an ordinance, defining in specific terms the types of documents the City Manager has authority to execute on behalf of the City. The discussion of the proposed ordinance raised questions about not only the City Manager's authority but also the Mayor's authority to execute documents on behalf of the City and how far that authority goes. After a robust discussion, the City Commission deferred voting on the ordinance, seeking more information.

Issues

I. Whether the City Charter requires the Mayor to execute all contracts and other legal instruments on behalf of the City?

II. Whether the Commission has the authority to designate persons other than the Mayor with the power to execute agreements on behalf of the City?

Short Answer

I. No. The Charter does not require the Mayor to execute all contracts entered into on behalf of the City. The Charter authorizes but does not mandate that the Commission designate the Mayor to execute the documents.

II. Yes. Section 7 of the Charter gives the Commission the authority to designate the City Manager or other department directors the power to execute contracts on behalf of the City, so long as that authorization is given through ordinances, resolutions, and policies approved by the Commission.

Analysis

I. Whether the City Charter requires the Mayor to execute all contracts and other legal instruments on behalf of the City?

A municipal charter is the paramount law of a municipality, just as the state constitution is the charter for the state. *Fla. Atty General Opinion 2002-7 (2002).* Likewise, a local ordinance is like a Florida Statute

and "municipal ordinances are subject to the same rules of construction as are state statutes." *ABA Interior Inc. Owen Group Corp.,* 338 So.3d 264 (Fla. 4th DCA 2022).

The relevant sections of the City Charter are as follows.

> **Sec. 7. Authority to contract; execution; attestation and seal.**
>
> The Commission shall have the power to enter into contracts on behalf of the City. All contracts shall be attested by the City Clerk with the seal of the City affixed thereto.
>
> **Sec. 10. Duties, powers, privileges of Mayor.**
>
> The Mayor shall preside at all meetings of the City Commission and perform such other duties consistent with his or her office as may be imposed by the City Commission, and he or she shall have a voice and a vote in the proceedings of the City Commission, but no veto power. He or she may use the title of Mayor when executing legal instruments of writing or when required by necessity, arising from the General Laws of the State, but this shall not be considered as conferring upon him or her the administrative or judicial functions of a Mayor under the General Laws of the State. He or she shall be considered as the official head of the City for ceremonial purposes, and shall be so recognized by the courts for the purpose of serving civil processes, and by the Government in the exercise of military law. In the absence or disqualification of the Mayor, the other members of the City Commission shall select one of their members to perform his or her duties. This selection shall be made in accordance with the provisions of this Charter with respect to the election of a Mayor.
>
> **The Mayor shall sign all deeds, bonds or other instruments of writing to which the City is a party, when authorized so to do by the City Commission**. (emphasis added).

Generally, a constitutional provision should be "construed as a whole in order to ascertain the general purpose and meaning of each part; each subsection, sentence, and clause must be read in light of the others to form a congruous whole so as not to render any language superfluous." *Everglades Law Center, Inc. v. South Florida Water Management District*, 290 So.3d 123 (Fla. 4th DCA 2019), *citing Department of Envtl. Prot. v. Millender,* 666 So. 2d 882, 886 (Fla. 1996). Likewise, constitutional and statutory provisions must be read in *pari materia* in a way to harmonize the provisions of each. *Id.*

The same reasoning should be applied when construing charter or ordinance provisions. As such, sections 7 and 10 of the Charter should be read together, and each part given its due. Section 7 does not mention the Mayor and gives all power to enter into contracts to the Commission as a body. That language was reinforced when section 7 was readopted by referendum in 2013 with minor revisions.

Section 10 ascribes to the Mayor the responsibility of signing documents of the City when authorized to do so by the Commission. The use of "shall" in the sentence requires the Mayor to sign certain documents,[1] when authorized to do so by the Commission, even when the Mayor may personally disagree with the

[1] It is interesting that the language in section 7 speaks of contracts, while the language in section 10 speaks of deeds, bonds or other instruments. It may have been intentional to use different words in an effort to convey a different meaning, but I did not find any information which would suggest that the writer was not using the terms "contracts," and "other instruments" interchangeably.

directive of the Commission. At the same time, interpreting the section to mean that only the Mayor has the power to execute documents on behalf of the City would seem to run counter to the mandate of section 7 which confers to the Commission the general power to enter into contracts.

Nevertheless, if the Commission wishes to grant the Mayor the power to sign all documents, it can do so by passing an ordinance giving that authorization because that is within the power of the Commission. Such a directive would be consistent with and in compliance with section 7 of the Charter.

II. Whether the City Commission has the authority to designate persons other than the Mayor with the power to execute agreements on behalf of the City?

Because section 7 of the Charter clearly states the "Commission shall have the power to enter into contracts on behalf of the City" and only adds the City Clerk as being the person to attest those contracts, it is this writer's interpretation that the Commission can authorize anyone to execute a contract on its behalf so long as the City Clerk attests the same. This interpretation is consistent with directives found in the City's code of ordinances.

There are several instances in the code of ordinances where the Commission has given authority to the City Manager and other directors to execute agreements on behalf of the City. Below are a few of the instances.

Article V. Deferred Compensation Plan for Unclassified Personnel

- ***Sec. 18-196. Agreements with employees authorized.***

The city commission hereby authorized the city manager to execute all joinder agreements with said employees and other eligible officials and officers which are necessary for said person's participation in the plan.

(Ord. No. 79-19, Art. I, § B, 12-5-79)

Article IX. Early Retirement Incentive Program

- ***Sec. 18-229. Execution of agreements.***

The City Commission authorizes the City Manager and City Clerk to execute Agreements for Participation in Early Retirement Incentive Program and Waiver of Rights forms with eligible employees. A copy of the Agreement for Participation is attached to Ordinance No. 00-66 as Exhibit "B."

(Ord. No. 00-66, § 8, 11-21-00; Ord. No. 03-058, § 8, 11-5-03)

Article I. In General

- ***Sec. 26-8.2 Water Service/Annexation Agreements.***

The City Manager or Utilities Director is authorized to execute individual Owner Water Service/Annexation Agreements. The Release of a Water Service/Annexation Agreement requires City Commission approval.

(Ord. No. 17-006, § 2, 2-21-17)

Article VIII. Reclaimed Water

- ***Sec. 26-508. Fees, rates and charges.***

(a) Charges for reclaimed water use will be based on metered flows and will be billed on a monthly basis per one thousand (1,000) gallons in accordance with the approved rate schedule.

(b) The monthly rates and charges for water and wastewater shall be reviewed annually by the Utilities Management and the rates set by the Commission during the annual budget setting process. Such rates shall become effective on October 1 of each year.

(c) Meter installation charges and deposits, when applicable, shall be as listed in Chapter 26, Article 1 of the City Code of Ordinances.

(d) The City Manager or Utilities Director is authorized to execute Large Reclaimed Water Service Agreements.

(Ord. No. 09-022, § 2, 5-5-09; Ord. No. 18-020, § 3, 9-20-18; Ord. No. 19-008, § 2, 2-5-19)

In addition, the City Manager has been given authority to execute agreements and construction documents under the City's Procurement Policy (adopted by the City Commission) up to a threshold amount.

Based on the provisions found in various ordinances and policies, it is clear that the Commission intended to give, and did in fact give, the City Manager and other directors authority to execute documents on behalf of the City. The authority to do so was derived from the City's Charter giving the City Commission power to enter into contracts.

Nevertheless, staff is suggesting that the City Manager may not have been given explicit, written Commission authority to execute all contracts that have been executed over the years by city managers or other department directors. Staff seeks to remedy this by suggesting an ordinance that lays out in detail the types of contracts and other instruments the City Manager may execute. If it is not codified in the ordinance, then authorization to execute a contract would have to be specifically granted by the Commission in a resolution. Of course, the decision to codify such an ordinance is within the discretion of the Commission.

Conclusion

The City Charter authorizes but does not mandate that the Commission designate the Mayor to execute all documents (contracts, deeds, bonds or legal instruments) of the City, but when it does authorize the Mayor to do so, he or she shall execute. Moreover, per the Charter, the Commission may authorize someone other than the Mayor to execute documents, and the Commission has, in practice, authorized the City Manager and department directors alike through ordinances, policies and resolutions. Likewise, if the Commission wishes to designate that only the Mayor may sign all documents, it has the authority to make the decision, which would then necessitate changes in the code of ordinances and other policies.

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
09/23/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Ordinance No. 24-017- Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending the City of Boynton Beach's Code of Ordinances; Chapter 15 "Offenses- Miscellaneous*," Article IX "Community Appearance and Maintenance," Section 15-120 "Minimum Standards for Appearance and Maintenance of Public Property and Private Property;" providing for conflicts, severability, codification; and providing for an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 24-017, on second reading.

Explanation of Request: The Commission requested that requirements for tree trimming near overhead power lines be added to the City Code, giving the City the authority to regulate tree maintenance near overhead power lines of single-family and duplex properties. This is the main reason for updating this section of the Ordinance. Trees and other vegetation coming into contact with overhead power lines is the primary cause of outages and flickers, according to FPL. Sparking and other dangerous tree situations can also result from trees and other vegetation touching powerlines.

Additionally, staff decided to update several other sections of this Ordinance in addition to introducing this new regulation. The updates will clarify certain sections and raise property maintenance standards to help maintain or increase property values by ensuring neighborhoods remain well-kept and safe.

How will this affect city programs or services? This will not affect City programs or services.

Fiscal Impact: N/A

Attachments:
Ordinance No. 24-017 Minimum_Standards_for_appearance_of_property_-_Ordinance_2d_reading (2).docx
business-impact-estimate.pdf

ORDINANCE NO. 24-017

AN ORDINANCE OF THE CITY COMMISSION FOR THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING THE CITY OF BOYNTON BEACH'S CODE OF ORDINANCES; CHAPTER 15 "OFFENSES- MISCELLANEOUS*," ARTICLE IX "COMMUNITY APPEARANCE AND MAINTENANCE," SECTION 15-120 "MINIMUM STANDARDS FOR APPEARANCE AND MAINTENANCE OF PUBLIC PROPERTY AND PRIVATE PROPERTY;" PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, these amendments to the City's Code of Ordinances include the addition of tree maintenance near overhead powerlines of single-family and duplex properties; and

WHEREAS, trees and other vegetation coming into contact with overhead power lines is the primary cause of power outages and flickers; and

WHEREAS, the amendments also consist of updates to terms to clarify certain sections and raise property maintenance standards to help maintain or increase property values by ensuring neighborhoods remain well kept and safe; and

WHEREAS, having considered the recommendations of staff, the City Commission has determined that it is in the best interest of the citizens and residents of the City of Boynton Beach to approve the amendment to the City's Code of Ordinances as contained herein.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION FOR THE CITY OF BOYNTON BEACH, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

SECTION 2. City of Boynton Beach's Code of Ordinances, Chapter 15 "Offenses-Miscellaneous*," Article IX "Community Appearance and Maintenance," Section 15-120 "Minimum Standards for Appearance and Maintenance of Public Property and Private Property" is hereby amended as follows:

CHAPTER 15 OFFENSES- MISCELLANEOUS*

…

ARTICLE IX. COMMUNITY APPEARANCE AND MAINTENANCE

…

Sec. 15-120. MINIMUM STANDARDS FOR APPEARANCE AND MAINTENANCE OF PUBLIC PROPERTY AND PRIVATE PROPERTY.

(a) *Streets and sidewalks.* The owner(s) of all real property within the ~~c~~City abutting a public or private street or sidewalk shall not permit and it shall be unlawful to permit the growth of grass, weeds, or other flora, or sand or gravel into or over such street or sidewalk, and such owners(s) shall not allow a tree(s) or any part thereof to extend over a street or sidewalk below a height of ten (10) feet or the roots of a tree to break or ~~raise~~ lift up such street or sidewalk, or allow a tree or any part thereof to extend over a road, street or right-of-way below a height of fourteen (14) feet.

(b) Swales, rights-of-way, and alleys.

(1) The owner(s) of all real property within the ~~c~~City abutting a public or private swale, right-of-way, or alley shall not permit, and it shall be unlawful to permit the growth of a tree growing in the adjacent swale, right-of-way or alley or any part thereof to extend over a street or sidewalk below a height of ten (10) feet or the roots thereof to break or ~~raise~~ lift up the contiguous street or sidewalk, or allow a tree or any part thereof to extend over a road or right-of-way below a height of fourteen (14) feet.

The preceding paragraphs shall also require property owners to maintain swales~~,~~ and shoulders which lie between a property line and the pavement edge of an adjacent public street, except where the swale or shoulder is regularly maintained by the ~~c~~City, Palm Beach County, or other government agency.

(2) It is unlawful for any person to place or cause to be placed any object or thing known to modify the design, function, or shape of swales, rights-of-way, or alleys, on, over, or across any swale, right-of-way, or alley, except the following:

a. Grass or sod~~, soil or dirt;~~.

b. ~~Floral g~~Ground cover, shrubs~~bbery~~, palms, or trees ~~–~~provided written approval is granted ~~from~~ by the ~~c~~City's Utility Department and ~~Development~~ the City Engineer. ~~for shrubbery and trees located within swales, rights-of-way or alleys;~~.

c. Postal mail boxes meeting the criteria of the U.S. Post Office.

d. Solid objects made of metal, concrete, plastic, or similar materials protruding no more than three and one-half (3½) inches above the ground, having a diameter no greater than eight (8) inches at their widest points, having flat or rounded top surfaces, with each of such objects being placed no less than five (5) feet apart.

e. Other proposals not listed above may require written approval from the Utility Department and the City Engineer.

(c) Waterways.

(1) The owner(s) of all real property within the ~~c~~City abutting a waterway shall not permit and it shall be unlawful to permit the accumulation thereon of grass or weeds which attain a height of twelve (12) inches or more.

(2) The owner(s) of all real property within the ~~c~~City abutting upon a waterway shall not permit and it shall be unlawful to permit trees on their respective properties to grow over the waterways (unless ten (10) feet above the water surface) or limbs, fronds, coconuts, or other debris to fall therefrom into such waterways. This shall not apply to species protected by the state unless removal of such species has been approved by the state.

(3) The owner(s) of the bottom of waterways within the ~~c~~City shall not permit, and it shall be unlawful to permit, the growth of subsurface aquatic weeds above the surface of the water or to ~~an~~ the extent that ~~they~~ it affects public stormwater drainage ~~in~~ to the waterway.

(d) *Front, side, and rear open and/or landscaped areas of private property.*

(1) Open and/or landscaped area maintenance: This includes, but is not limited to:

a. The ~~keeping~~ storage or deposition (depositing) on, or the scattering over the premises, including inside carports visible from a public or private right-of-way, of any junk, trash, debris, construction materials not being actively used for construction, abandoned, discarded, or derelict objects or equipment, including but not limited to automobiles, trucks, buses, motorcycles, bicycles, furniture, major and minor appliances, trailers, cans, or containers.

b. The failure to keep or maintain all lots, fences, sheds, steps, driveways, and other premises in any district clean, sanitary, and free from weeds, ~~or~~ overgrowth, or deterioration.

c. The keeping, maintaining, propagation, existence, or permitting of any thing~~,~~ by any person or entity~~,~~ by which the life or health of any person or persons may be threatened or impaired, or by which or through which, directly or indirectly, disease may be caused, or the environment of any person or place rendered unclean or unsanitary by the act of another or others.

d. The total non-pervious areas ~~void~~ of landscaping or xeriscape ground covers shall not exceed one hundred (100) square feet of any pervious area visible from a public or private right-of-way, excluding alleys abutting rear yards. ~~When such~~ Should "dead spots" occur, they will be sodded or seeded to reestablish grass, landscaping, or groundcover.

e. Trees directly under and growing into facility/utility spaces shall be removed or pruned. Trees shall be maintained so that the mature tree canopy is a minimum of ten (10) feet from overhead utility lines. Trees shall be pruned in accordance with the standards set forth by the American National Standards Institute (ANSI). Trees shall be pruned for the first time two (2) and five (5) years after planting, then every five (5) to seven (7) years thereafter. Shrubs shall be maintained in a neat and healthy appearance. The placement of a hedge shall not cause any traffic line-of-sight obstruction and must comply with the visibility requirements of Chapter 4, Article VIII, Section 3.C.4.u., "Visual Obstructions of Intersections."

f. Open and/or landscaped areas of the ~~c~~City~~,~~ on developed properties~~,~~ shall be covered by a lawn which shall be maintained at a height not to exceed ~~twelve (12)~~ nine (9) inches.

~~f.~~ g. Irrigation systems shall be maintained in good working order to provide complete coverage.

~~g.~~ h. Pervious surfaces without irrigation systems shall utilize drought-tolerant grass, shrubbery with mulch or wood chips, or other drought-tolerant species so that they may be restored to a uniform green appearance as soon as weather conditions permit. Lawns ~~which~~ that have died from lack of water or other causes shall be reseeded or sodded. This requirement shall not apply to areas covered by pavement, ~~areas that are covered by~~ shellrock, limerock, gravel, decorative stone, or any other dust-free surface, or areas covered by landscaping, mulch, or wood chips, ~~which~~ that are regularly renewed and kept free of weeds.

~~h.~~ i. Trees~~,~~ and shrubs shall be trimmed and pruned, and the property owner shall be responsible for maintaining said trees and shrubs in accordance with subsections (a), (b), (c), (d), and ~~(d)~~ (e) of this section.

(2) Prohibition against nuisances: The owner(s) of all real property within the ~~c~~City shall not permit a nuisance as defined by this article, and it shall be unlawful to permit a nuisance to exist on its property such as: placing, depositing, leaving, or dumping any debris, refuse, trash, rubbish, junk, garbage, ashes, broken articles, or waste material of any kind or nature on private property, or to create thereby an attraction for animals, insects, or vermin, or to the deterioration of any structure, or to create thereby a nuisance as defined in this article, or to place in jeopardy~~,~~ the health, safety, and welfare of the citizens of the ~~c~~City. This shall not preclude placing ~~of~~ trash at the curb-side for pick up by sanitation vehicles.

(e) *Exterior of buildings and structures.*

(1) The owner(s) of all real property within the ~~c~~City shall not permit, and it shall be unlawful to permit, the deterioration of a building's ~~the~~ exterior such that ~~of a building~~ it becomes a nuisance as defined by this article.

(2) Building exterior maintenance: For the exterior of any buildings and structures, a nuisance is declared to exist if the owner or tenant of real property permits the exterior of a dwelling to deteriorate to the point where:

a. Twenty percent (20%) ~~20%~~ or more of the paint is mismatched, blistered, ~~and~~ peeling, or missing, or rotted on the exterior non-fenestrated building surface area, including but not limited to~~,~~ facia boards, eaves, siding, ~~or~~ awnings, garages, or carports.

b. Twenty percent (20%) ~~20%~~ or more of the roof surface materials, such as~~,~~ shingles, tiles, or any other roofing materials, are loose, ~~or~~ missing, or discolored.

c. ~~f~~Fenestrable areas, such as windows, doors, screens~~, i.e. broken glass~~, screening, rails, and styles are deteriorated.

d. Twenty percent (20%) or more of discoloration of any exterior surface on the premises of the property.

SECTION 5. Each and every other provision of the City's Code of Ordinances not herein specifically amended shall remain in full force and effect as originally adopted.

SECTION 6. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

SECTION 7. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

SECTION 8. Authority is hereby given to codify this Ordinance.

SECTION 9. This Ordinance shall become effective immediately upon second passage.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

FIRST READING this 20th day of August 2024.

SECOND, FINAL READING, AND PASSAGE THIS 10th day of September 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Aimee Kelley	_____	_____
Commissioner – Angela Cruz	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
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:

Proposed Ordinance No. 24-017- Second Reading- An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending the City of Boynton Beach's Code of Ordinances; Chapter 15 "Offenses- Miscellaneous*," Article IX "Community Appearance and Maintenance," Section 15-120 "Minimum Standards for Appearance and Maintenance of Public Property and Private Property;" providing for conflicts, severability, codification; 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;

[1] See Section 166.041(4)(c), Florida Statutes.

b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The City of Boynton Beach desires to amend Chapter 15, "Offenses- Miscellaneous*," Article IX, "Community Appearance and Maintenance," Section 15-120, "Minimum Standards for Appearance and Maintenance of Public Property and Private Property," providing for conflicts, severability, codification; and providing for an effective date.

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:

None

4. Additional information the governing body deems useful (if any):

None.

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Ordinance No. 24-019- Second Reading - An Ordinance of the City Commission of the City of Boynton Beach, Florida, amending Part II of the Code of Ordinances, Chapter 26, "Water, Sewer, and City Utilities" to provide that all water, sewer, and City Utility fees, rates, and charges shall be set by the City Commission by resolution and authorizing an annual CPI adjustment, providing for conflicts, severability, codification, and an effective date.

Requested Action: Staff recommends approval of Proposed Ordinance No. 24-019, on second reading.

Explanation of Request:

Currently, the City's fees are codified within the Code of Ordinances. This structure makes it challenging to adjust fees in response to changing economic conditions and service costs. By removing fees from the Code of Ordinances and adopting them by resolution, we can create a more flexible and responsive fee structure.

The proposed changes will:

- Streamline the fee adjustment process, allowing for more timely updates.
- Implement an automatic annual CPI increase to maintain the real value of fees over time.
- Improve transparency by consolidating all fees into a single, easily accessible resolution.

Staff recommends approval of the proposed ordinance to enhance the City's fee management system and ensure fees remain aligned with economic realities.

How will this affect city programs or services? This will allow transparency, better efficiency and oversight for rate and fee schedule implementation.

Fiscal Impact:

The immediate fiscal impact is expected to be neutral. However, the automatic CPI adjustment will help maintain the real value of fees over time, potentially increasing revenue in line with inflation.

Attachments:
24-019_Utility_Rate_Ordinance_8.26.24__1_ (2).docx
Buisness Impact Estimate-Utility Ordinance amendment-v2.pdf

ORDINANCE NO. 24-019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 26, "WATER, SEWER, AND CITY UTILITIES" TO PROVIDE THAT ALL WATER, SEWER, AND CITY UTILITY FEES, RATES, AND CHARGES SHALL BE SET BY THE CITY COMMISSION BY RESOLUTION AND AUTHORIZING AN ANNUAL CPI ADJUSTMENT; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach through its Utilities Department provides water and sewer services; and

WHEREAS, the Utilities Department operates as an enterprise fund of the City and, therefore must recover the costs of operation through rates, fees, and charges for services rendered; and

WHEREAS, such rates, fees, and charges shall be just and equitable and may be based or computed upon the quantity of water consumed and/or upon the number and size of sewer connections, or upon any other factor affecting the use of the facilities furnished, or upon any combination of the foregoing factors; and

WHEREAS, the City must establish and maintain rates and collect such fees, rentals, or other charges for services and facilities, and to revise same from time to time whenever necessary, in order to meet debt service requirements and rate covenants; and

WHEREAS, the Utilities Department has completed a comprehensive rate analysis to determine the fair and reasonable rates, fees, and charges to be paid by new and existing water and wastewater customers based on their respective demands for such services; and

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in <u>underlined</u> type are additions.

WHEREAS, the City Commission desires to amend Chapter 26 of the Code of Ordinances to remove all references to previously adopted fees, rates, and charges, and to provide that such fees, rates, and charges will be adopted by resolution.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. Section 26-5. entitled "Water, sewer, and city utility schedule of fees, rates, and charges" is hereby created as follows:

26-5. Water, sewer, and city utility schedule of fees, rates, and charges.

(a) It is the intent of this section that the functions and services of the Utilities Department be funded to the greatest extent practicable by persons utilizing the services of and served by the City's Utility Department.

(b) The City Commission shall, by resolution, establish a fee schedule (referred to throughout this Chapter as the "City's fee schedule") to fund the various functions and services of the Utilities Department. All fees, charges, penalties, and rates, for water, sewer, and city utility services, deposits, and connections shall be paid in accordance with the City's fee schedule. All fees are subject to amendment by resolution of the City Commission. Lack of provision in any ordinance, resolution, administrative order, policy, or memo for a fee shall not be construed as a limitation on the authority of the City Commission to adopt a fee.

(c) Applications, connections, services, or permits initiated or used by the City are exempt from the payment of fees under the City's fee schedule. Additionally, any exemption from payment of fees specifically set forth in any ordinance of the City shall govern.

(d) Annual Adjustments.

(1) On October 1 of each year, each fee in the City's fee schedule shall automatically increase by a percent equal to the percentage increase in the U.S. City Average, all urban consumers, seasonally adjusted, series of the Consumer Price Index for All Urban Consumers (CPI-U) for the Miami-Fort Lauderdale-West Palm Beach area as published by the United States Department of Labor from January of the preceding calendar year until January of the current calendar year. The calculated rate of change shall be applied to all utility rates, fees, and charges. However, the adjustment shall never by greater than 3.5% or less than 0.0% per annum. All fees will be rounded up to the nearest cent increment. The Director of Utilities shall amend the City's fee schedule annually to reflect the CPI increases, if any, by September 30. Any amendment to the City's fee schedule other than the amendment to reflect the automatic increase pursuant to the CPI must be done by a resolution adopted by the City Commission.

(2) The annual adjustment referenced in subsection (d)(1) above shall be applied automatically to all billings dated on or after October 1 of the year in which the adjustment is made. The amount of the adjustment shall be determined as described in subsection (d)(3) below.

(3) Commencing on October 1 of each year, the annual adjustment shall be equal to the percentage increase in the water, sewer, and trash collection services in U.S. City Average, all urban consumers, seasonally adjusted, series of the Consumer Price Index for All Urban Consumers (CPI-U) for the Miami-Fort Lauderdale-West Palm Beach area as published by the U.S. Department of Labor, Bureau of Labor Statistics, from January 1 of the preceding calendar year until January 1 of the present calendar year as calculated pursuant subsection (d)(4) below.

(4) The percentage change in the CPI-U shall be calculated as follows:

(a) Multiply the percent change in the CPI-U from January 1 of the preceding calendar year through January 1 of the present calendar year times the existing rates.

(b) Add the product of the existing rates, charges, and fees and round to the nearest cent.

(e) The City's fee schedule, as amended from time to time, shall be maintained on file in the Office of the City Clerk, and posted in the Utilities Department and at the City Cashier's Office. All applications and permits, as the case may be, shall be accompanied by the required fee(s). Any application or service request not accompanied by payment of the required fee(s) shall be deemed incomplete and shall not be processed. All fees shall be nonreimbursable and nonrefundable, unless otherwise stated in the resolution of the Commission, and shall be payable to the City upon request for services, submission of an application, or issuance of a permit, as determined by the Director of Utilities.

Section 3. Sec. 26-7. Lien for unpaid charge; liability for charges.

…

(d) An administrative fee ~~of $125.00~~ shall be charged to the customer whenever the city records a lien against the property serviced for unpaid water, sewer, stormwater, reclaimed water rates, fees, and charges.

Section 4. Sec. 26-8. Water and sewer connection, deposit and service charges.

There is hereby established a fee structure for water and sewer service, field visits, meter connections and deposits, and miscellaneous services as set forth in the City's fee schedule. ~~below:~~

~~Field Visit Services — Charge Per Occurrence~~

~~Field Visit Services — Charge Per Occurrence~~

~~Field visit (Including, but not limited to: initial read on, initial read shut, final read on, final read shut, temporary disconnects, non-emergency shut off for repair, customer requested meter locates, and installation, movement, or removal of hydrant/construction meters.) — $20~~

~~Turn-on after hours — $55~~

~~Turn-off after hours — $55~~

~~Meter test (Based on meter size)*~~

~~¾" — $130~~

~~1" $150~~

~~1½” $206~~

~~2" $230~~

~~3" and above $515~~

~~Re-read* (customer request)~~

~~Residential $30~~

~~Commercial/Multi-Family $40~~

~~Water shut-off charge for non-payment $40~~

~~Labor charge for meter upgrades $60~~

~~Flow test* $30~~

~~Dishonored checks $25~~

~~Late payment $10~~

~~*No charge if meter error, city's error, or substandard flow rate is detected. Any adjustments to the utility bill will be no more than three (3) months.~~

Customer Tampering/Damages

The Utilities Department is authorized to collect expenses for damages to meters/service by customers. If damages result from tampering, a per hour rate for staff time and material will be applied. All charges will be assessed to the account where tampering/damages occurred.

~~*Charge Per Occurrence*~~

~~Unauthorized reconnection of service $150~~

~~Pulled meter / reinstallation (In addition to the unauthorized reconnection of service charge for instances in which unauthorized connections cannot be securely disconnected due to tampering and/or damages or inability to lock the meter.) $50~~

~~*Field Visit Services Charge Per Occurrence*~~

~~Illegal meter bypass (For theft of service after meter has been pulled or if jumper lines are used around existing meter. This charge may be applied alone or in addition to other tampering charges.) $150~~

~~***Meter Connection Charges***~~			
~~***Meter Size (in inches)***~~	~~***Inside City***~~	~~***Outside City***~~	~~***Deposit***~~
~~***Meter Connection Charges***~~			
~~***Meter Size (in inches)***~~	~~***Inside City***~~	~~***Outside City***~~	~~***Deposit***~~
~~5/8 and 3/4~~	~~$220~~	~~$275~~	~~$100~~
~~1~~	~~$255~~	~~$315~~	~~$125~~
~~1 1/2~~	~~$455~~	~~$565~~	~~$250~~
~~2~~	~~$530~~	~~$660~~	~~$400~~
~~3~~	~~Furnished and installed by and at the expense of customer~~		~~$750~~
~~4~~	~~Furnished and installed by and at the expense of customer~~		~~$1,250~~
~~6~~	~~Furnished and installed by and at the expense of customer~~		~~$2,500~~
~~8~~	~~Furnished and installed by and at the expense of customer~~		~~$4,000~~

~~***Construction Meters***~~

~~*Meter Size (in inches)*~~	~~*Penalty for Nonread/month*~~	~~*Deposit*~~
~~3/4~~	~~$25~~	~~$100~~
~~1~~	~~$25~~	~~$100~~
~~1 1/2~~	~~$25~~	~~$200~~
~~2~~	~~$25~~	~~$200~~
~~Hydrant meter~~	~~$150~~	~~$600~~

If the customer requests to increase the size of his water meter to a size greater than originally installed, the customer shall pay only the differential cost between the original meter and the cost of the new meter for both the connection and deposit charges.

Section 5. Sec. 26-9. Water and wastewater rates and charges.

(a) The monthly rates and charges for water and wastewater shall be reviewed annually by the Utilities Management, and the rates set by the Commission ~~during the annual budget process~~. ~~Such rates shall become effective on October 1 of each fiscal year. Unless otherwise agreed, rates for customers outside the city are set twenty-five percent (25%) higher.~~

(b) The maximum sewer commodity charge for residential customers (in city or outside city) will be based upon a maximum sewer usage of ~~seven thousand (7,000)~~ ten thousand (10,000) gallons per month. Commercial accounts will be billed sewer charges based upon total water usage.

(c) For multi-family and commercial buildings (in city or outside city) in which several units are serviced by a single meter, the base facility charge per meter shall be calculated by multiplying the number of units times the standard base charges for water, sewer and stormwater. The billing

for consumption shall similarly be calculated by dividing the total monthly consumption for each meter by the number of units, in order to determine the billing rate and amount per unit, which is then multiplied by the number of units on each meter. Billing for utility services for multi-unit parcels shall commence on the first day that either a sewer connection is made or a water meter is set in place.

(d) If the utility account is temporarily disconnected, there shall continue to be a minimum charge for water and wastewater billed monthly and calculated at the base rate for the applicable billing category.

Section 6. Sec. 26-16. Prerequisites to approval of development permit.

In connection with review of any proposed plans or specifications above described by the designated municipal officials, the following shall be determined:

(a) That the size, location, and design of the pipes, pumps, lift stations, or piping intended to serve the area shall be sufficient to ~~insure~~ ensure adequate flow and pressure~~,~~ based upon the size, height, and density of the subject development. In addition, it shall be affirmatively determined that the off-site utilities are sized to comply with the Master Comprehensive Utilities Plan of the city; provided, however, that if said compliance requires any oversizing of the pipes or piping necessary to serve the subject development, the developer (or developers) by joint written agreement with the City shall finance the needed areas' off-site utilities to a capacity necessary to serve the property of the developer (or developers) in accord with the master plan and; any oversizing of said off-site utilities constructed in accord with the master plan shall be initially

financed by the developer (or developers) unless, in response to the developer's request, the city ~~council~~ commission agrees to fund the oversizing costs in an amount equal to the oversizing costs plus ~~fifteen (15) percent~~ an administrative fee ~~cost~~ to be paid by the developer (or developers); additionally provided that the owner may pay the costs of such oversizing with such costs to be accounted as a credit against the owner's capital facilities charge ~~pursuant to section 30B-4(G) hereof~~. In addition, the proposed system shall provide adequate fire prevention needs and adequate safeguards in the proposed system to provide emergency service in the event of accidental breakage and loss of pressure within said system as determined by the city.

Section 7. Sec. 26-31. Financing.

(a) *Design by city*. In all cases, developers and/or property owners will extend monies to the city to cover the cost of initiating and designing all or any portions of the transmission, collection and treatment facilities. This ~~will be fifteen (15)~~ fee will be established in the City's fee schedule and be based on a percent of the total estimated cost of any project as determined by the city's engineers.

…

Section 8. Sec. 26-34. Capital facilities charges and connection charges.

(A) CAPITAL FACILITIES CHARGE IMPOSED. When property receives water and/or sewage service from systems owned or controlled by the city, the owner of such property shall pay unto the city ~~a~~ the water and/or sewage capital facilities charge ~~as follows:~~ set forth in the City's fee schedule.

(1) Water:

(a) Residential property located within the municipal limits of Boynton Beach. ~~One thousand one hundred twenty-two dollars ($1,122.00)~~ Fee charged per equivalent dwelling unit. "Equivalent dwelling unit" is defined as a unit of construction having the same water usage as a one-bedroom single-family home, and the number of equivalent dwelling units, for the purpose of this calculation, contained within the property shall be determined in accordance with the schedule set forth below in subparagraph (3) and the City's fee schedule.

(b) Nonresidential property located within the municipal limits of Boynton Beach. ~~One thousand five hundred seventy dollars and eighty cents ($1,570.80)~~ Fee charged per ~~three-quarter inch by five-eighths inch (¾" x 5/8")~~ meter equivalent (ME). ~~The table below indicates for various meter sizes the numbers of ¾" x 5/8" MEs and the charges.~~

~~**Meter Size**~~	~~**¾" x 5/8" ME**~~	~~**Water Capital Facilities Charge**~~
~~**Meter Size**~~	~~**¾" x 5/8" ME**~~	~~**Water Capital Facilities Charge**~~
~~¾" x 5/8"~~	~~1.0~~	~~$1,570.80~~
~~1"~~	~~2.5~~	~~$3,927.00~~
~~1 ½"~~	~~5.0~~	~~$7,854.00~~
~~2"~~	~~8.0~~	~~$12,566.40~~
~~3"~~	~~17.5~~	~~$27,489.00~~
~~4"~~	~~31.5~~	~~$49,480.20~~
~~6"~~	~~65.0~~	~~$102,102.00~~
~~8"~~	~~140.0~~	~~$219,912.00~~
~~10"~~	~~210.0~~	~~$329,868.00~~

(c) *Residential property located beyond the municipal limits of Boynton Beach but within the utility service area*–. ~~One thousand four hundred three dollars ($1,403.00)~~Fee charged per

equivalent dwelling unit. “Equivalent dwelling unit” is defined as a unit of construction having the same water usage as a one-bedroom single-family home, and the number of equivalent dwelling units, for the purpose of this calculation, contained within the property shall be determined in accordance with the schedule set forth below in subparagraph (3) and the City’s fee schedule.

(d) *Nonresidential property located beyond the municipal limits of Boynton Beach but within the utility service area*-.~~One thousand nine hundred sixty-two dollars and fifty cents ($1,962.50) per three-quarter inch by five-eighths inch (¾" x 5/8")~~ Fee charged per meter equivalent (ME). ~~The table below indicates for various meter sizes the numbers of ¾" x 5/8" MEs and the charges.~~

~~**Meter Size**~~	~~**¾" x 5/8" ME**~~	~~**Water Capital Facilities Charge**~~
~~**Meter Size**~~	~~**¾" x 5/8" ME**~~	~~**Water Capital Facilities Charge**~~
~~¾" x 5/8"~~	~~1.0~~	~~$1,952.50~~
~~1"~~	~~2.5~~	~~$4,906.25~~
~~1 ½"~~	~~5.0~~	~~$9,812.50~~
~~2"~~	~~8.0~~	~~$15,700.00~~
~~3"~~	~~17.5~~	~~$34,343.75~~
~~4"~~	~~31.5~~	~~$61,818.75~~
~~6"~~	~~65.0~~	~~$127,562.50~~
~~8"~~	~~140.0~~	~~$274,750.00~~
~~10"~~	~~210.0~~	~~$412,125.00~~

(2) *Sewage:*

(a) *Residential property located within the municipal limits of Boynton Beach.* ~~Six hundred sixty-five dollars ($665.00)~~ Fee charged per equivalent dwelling unit. "Equivalent dwelling unit" is defined as a unit of construction generating the same amount of sewage as a one-bedroom single-

family home, and the number of equivalent dwelling units, for the purpose of this calculation, contained within the property shall be determined in accordance with the schedule set forth below in subparagraph (3) and the City's fee schedule.

(b) *Nonresidential property located within the municipal limits of Boynton Beach.* ~~Nine hundred thirty-one dollars ($931.00) per three-quarter inch by five-eighths inch (¾" x 5/8")~~ Fee charged per meter equivalent (ME). ~~The table below indicates for various meter sizes the numbers of ¾" x 5/8" MEs and the charges.~~

~~**Meter Size**~~	~~**¾" x 5/8" ME**~~	~~**Sewer Capital Facilities Charge**~~
~~**Meter Size**~~	~~**¾" x 5/8" ME**~~	~~**Sewer Capital Facilities Charge**~~
~~¾" x 5/8"~~	~~10~~	~~$931.00~~
~~1"~~	~~2.5~~	~~$2,327.50~~
~~1-½"~~	~~5.0~~	~~$4,655.00~~
~~2"~~	~~8.0~~	~~$7,448.00~~
~~3"~~	~~17.5~~	~~$16,292.50~~
~~4"~~	~~31.5~~	~~$29,326.50~~
~~6"~~	~~65.0~~	~~$60,515.00~~
~~8"~~	~~140.0~~	~~$130,340.00~~
~~10"~~	~~210.0~~	~~$195,510.00~~

(c) Residential property located beyond the municipal limits of the City of Boynton Beach but within the utility service area. ~~Eight hundred thirty-one dollars ($831.00)~~ Fee charged per equivalent dwelling unit. "Equivalent dwelling unit" is defined as a unit of construction generating the same amount of sewage as a one-bedroom single-family home, and the number of equivalent dwelling units, for the purpose of this calculation, contained within the property shall be

determined in accordance with the schedule set forth below in subparagraph (3) and the City's fee schedule.

(d) Nonresidential property located beyond the municipal limits of Boynton Beach but within the utility service area. ~~One thousand one hundred sixty-three dollars and seventy-five cents ($1,163.75) per three-quarter inch by five-eighths inch (¾"x 5/8")~~ Fee charged per meter equivalent (ME). ~~The table below indicates for the various meter sizes the numbers of ¾" x 5/8" MEs and the charges.~~

~~**Meter Size**~~	~~**¾" x 5/8" ME**~~	~~**Sewer Capital Facilities Charge**~~
~~**Meter Size**~~	~~**¾" x 5/8" ME**~~	~~**Sewer Capital Facilities Charge**~~
~~¾" x 5/8"~~	~~1.0~~	~~$1,163.75~~
~~1"~~	~~2.5~~	~~$2,909.38~~
~~1-½"~~	~~5.0~~	~~$5,818.75~~
~~2"~~	~~8.0~~	~~$9,310.00~~
~~3"~~	~~17.5~~	~~$20,365.63~~
~~4"~~	~~31.5~~	~~$36,658.13~~
~~6"~~	~~65.0~~	~~$75,643.75~~
~~8"~~	~~140.0~~	~~$162,925.00~~
~~10"~~	~~210.0~~	~~$244,387.50~~

Said capital facilities charge is designed to cover the cost of existing or additional raw water production facilities, water treatment facilities, and water distribution facilities together with sewage transmission facilities either existing or additions and improvements thereto, which will be utilized by the city to provide water and sewer service to said property. Said capital facilities charge shall be paid in full prior to the execution of the Health Department applications or approval

of the plans by the Utilities Department or issuance of the first permit of the project on the owner's or development property or installation of the first water meter on the owner's property, whichever is achieved first, and shall be computed based upon the rate in effect upon that date.

If oversizing funding has been carried out by a developer (or developers), that funding will have a capital facility charge credited in an amount no greater than the oversizing charge portion of the cost of original construction. Oversizing costs shall be defined to be the relative carrying capacity of the oversized lines as constructed versus the carrying capacity of the minimum sized lines that would have been required to serve the development (or developments) participating in the funding.

~~as follows:~~

~~**A.***~~	~~**B.**~~	~~**C.**~~
~~**Developer(s) Capital Facility Charge Credit as a Percent of Costs**~~	~~**Oversized Line Constructed as Required by the Master Plan**~~	~~**Minimum Sized Lines Required to Serve Participating Developer(s)**~~
~~(Col. A x Col. B Costs)~~		
~~44.444%~~	~~20~~	~~16~~
~~74.359~~	~~20~~	~~12~~
~~28.571~~	~~16~~	~~14~~
~~52.381~~	~~16~~	~~12~~
~~71.429~~	~~16~~	~~10~~
~~37.500~~	~~12~~	~~10~~
~~65.517~~	~~12~~	~~8~~
~~84.127~~	~~12~~	~~6~~

~~*From "equation of pipe chart attached as Exhibit A" to Ordinance Number 80-10, which exhibit is set out following this division.~~

If in providing water or sewer service to an owner or developer, the city utilizes a part or parts of already installed city facilities that have been oversized pursuant to division 1 of this article, the responsibilities of each developer receiving such service subsequent to the trunk line construction agreement for connecting to a system that has been previously oversized, will be to pay the proportional share (this developer(s) equivalent dwelling units as a percent of total equivalent dwelling units to be served by the oversize pipe) of the total cost (engineering, construction, etc.) of the system plus the following:

(a) An adjustment equal to the engineering consumer price index increase, if any, since the contract date of the construction of the oversizing.

(b) An adjustment that represents the interest ~~(assumed to be 9%)~~ that the city would have earned if the related capital facility charge credits were not given to the developer or developers who funded the oversizing.

(c) An adjustment that represents an administrative charge to the city for handling the oversizing negotiations and procedures; the amount to be <u>established in the City's fee schedule</u>~~fifteen percent (15%)~~.

(d) Equivalent dwelling units capital facilities charge then in effect for water and sewer services in accord with this chapter as amended.

~~Note: Example-Assume three (3) developers representing four thousand (4,000) equivalent dwelling units require a twelve (12) inch line to serve them, and the three (3) developers jointly agree with the city to fund a sixteen (16) inch line which will serve twelve thousand (12,000) equivalent dwelling units. The three (3) developers will pay the entire cost of the installation of the line, but would receive credits against capital facility charges for 52.318% of the cost of the line divided among the three (3) developers according to their individual share of the four thousand (4,000) units. Developers tying in to the system at a later date would pay a cost per unit equal to 1/12,000 of the construction costs plus items (a), (b), (c), and (d) above~~.

(3) ~~The following t~~Tables set forth in the City's fee schedule shall be used to determine the number of equivalent dwelling units and capital facilities charges for residential property with the indicated number of bedrooms.~~:~~

~~Single-Family~~	**~~Inside City~~**		**~~Outside City~~**	
~~*# Bedrooms (Multiplier)*~~	~~*Water*~~	~~*Sewer*~~	~~*Water*~~	~~*Sewer*~~
~~1 Bedroom Unit (1.0)~~	~~$1,122.00~~	~~$665.00~~	~~$1,402.50~~	~~$831.25~~
~~2 Bedroom Unit (1.4)~~	~~$1,570.80~~	~~$931.00~~	~~$1,963.50~~	~~$1,163.75~~
~~3 Bedroom Unit (1.8)~~	~~$2,019.60~~	~~$1,197.00~~	~~$2,524.50~~	~~$1,496.25~~
~~4 Bedroom Unit (2.0)~~	~~$2,244.00~~	~~$1,330.00~~	~~$2,805.00~~	~~$1,662.50~~
~~5 Bedroom Unit (2.2)~~	~~$2,468.40~~	~~$1,463.00~~	~~$3,085.50~~	~~$1,828.75~~

~~Apartments~~	**~~Inside City~~**		**~~Outside City~~**	
~~*# Bedrooms (Multiplier)*~~	~~*Water*~~	~~*Sewer*~~	~~*Water*~~	~~*Sewer*~~
~~1 Bedroom Unit (0.8)~~	~~$897.60~~	~~$532.00~~	~~$1,122.00~~	~~$665.00~~
~~2 Bedroom Unit (1.2)~~	~~$1,346.40~~	~~$798.00~~	~~$1,683.00~~	~~$997.50~~
~~3 Bedroom Unit (1.6)~~	~~$1,795.20~~	~~$1,064.00~~	~~$2,244.00~~	~~$1,330.00~~

For single-family dwellings with greater than five bedrooms, an additional 0.2 equivalent dwelling units shall be added to the multiplier for each additional bedroom beyond five, and the capital facilities charges shall be computed employing said multiplier.

Any subdivision where each unit will be responsible for their own water will be classified under single-family.

Duplexes are classified under apartments and multiplied by the number of bedrooms. Example: if three bedrooms per apartment, multiply the cost of three-bedroom apartment x 2.

Mobile homes and trailers are classified as having one equivalent dwelling unit (per City Ordinance 80-10) and are charged the same as a one-bedroom unit.

(B) USE OF FUNDS. All revenues derived from the charges imposed by this section, in excess of the sums required for actual reimbursement of costs for connection, shall be placed in a separate capital improvement fund to be known and designated as Capital Improvement Account of the Water and Sewers Utilities Fund, and shall be used only for the construction, acquisition, addition, extension, renewal and replacement of water and sewage systems of the city, as appropriated from time to time by the Commission. If funds are not available in this fund either through revenue from capital facility charges or balance from bond issue, for the city to approve a project to extend water and sewer systems, the developer may advance fees to the utility trust fund.

(C) WATER CONNECTION CHARGE. When property receives water service from the city facilities, the owner of such property shall pay unto the city a water connection charge, based upon the size of the service line and meters, for the cost of making the tap into the city system,

installation of the service lateral and meters, together with the cost of the meters themselves. Said water connection charge shall be provided by the city commission, as same shall from time to time be amended.

(D) SEWER CONNECTION CHARGE. When property receives sewage service from the city facilities and the owner of such property requests that the city install the service lateral and make the actual tap into the city system, the owner shall pay to the city the total cost of all labor performed and material supplied prior to the city performing such services.

(E) CAPACITY RESERVATION FEES. Any person or property owner requesting a firm reservation of water and/or sewage treatment capacity shall pay the city a reservation fee for said capacity. The reservation fee is intended to equal the costs for financing the necessary capacity and administering this program, and all revenues therefrom shall be placed in the capital improvement fund described in this section. ~~As such, t~~The reservation fee ~~is hereby~~ shall be established ~~as denoted in the following table,~~in the City's fee schedule for each year that capacity is to be reserved.

~~**Type of Dwelling**~~	~~**Conversion Factor No. of Equivalent Residential Units (ERU's)**~~	~~**Annual Reservation Fee**~~
~~**Type of Dwelling**~~	~~**Conversion Factor No. of Equivalent Residential Units (ERU's)**~~	~~**Annual Reservation Fee**~~
~~Residential:~~		
~~Single-family, per meter~~	~~1.0~~	~~$ 138.60~~
~~Apartment, per meter:~~		

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

~~5/8" x 3/4"~~	~~1.0~~	~~138.60~~
~~1"~~	~~2.9~~	~~401.94~~
~~2"~~	~~9.8~~	~~1,358.28~~
~~Nonresidential, per meter:~~		
~~5/8" x 3/4"~~	~~1.4~~	~~194.04~~
~~1"~~	~~5.7~~	~~790.02~~
~~1½"~~	~~8.7~~	~~1,205.82~~
~~2"~~	~~15.2~~	~~2,106.72~~
~~3"~~	~~37.4~~	~~5,183.64~~
~~4"~~	~~59.5~~	~~8,246.70~~
~~6"~~	~~232.1~~	~~32,169.06~~

In cases where the required information is not available in sufficient detail to ~~apply the above~~ calculate the capacity reservation fee, a projected flow or demand for the project, certified by a professional engineer registered in the State of Florida, shall be required. ~~One (1) ERU shall then be equivalent to three hundred eighty-six (386) gallons per day of flow or demand.~~

The reservation fee shall be due and payable at any of the following instances, whichever occurs first:

(1) At time of concurrency review and certification; or

(2) Upon request for written confirmation of capacity reservation; or

(3) Upon request for the utilities director's signature on department of health and rehabilitative services or department of environmental regulation permit applications for water and/or sewer main extensions; or

(4) Upon issuance of a development order by the city; or

(5) Upon renewal of an existing development order by the city.

Reservation fees shall serve to reserve capacity for a period not to exceed one (1) year. If the property owner has not paid all applicable capital facilities charges prior to expiration of the reservation fees, then the fees must be renewed at the rate in effect at that time. Reservation fees are not refundable for any portion of the year during which construction occurs.

The property owner, may, at his discretion, pre-pay all required capital facilities charges in lieu of paying reservation fees. In such instances, firm capacity would be reserved indefinitely without need for annual renewal.

Section 9. Sec. 26-44. Penalties.

Violation of any provision of this article shall be subject to the ~~following~~ penalties~~:~~ set forth in the City's fee schedule.

~~First violation: twenty-five dollars ($25.00)~~

~~Second and subsequent violations: Fine not to exceed five hundred dollars ($500.00) and/or imprisonment in the county jail not to exceed sixty (60) days~~

Each day in violation of this article shall constitute a separate offense. In the initial stages of a water shortage or water shortage emergency, law enforcement officials may provide violators with no more than one (1) written warning. The city, in addition to the criminal sanctions contained herein, may take any other appropriate legal action, including but not limited to emergency injunctive action, to enforce the provisions of this article.

Section 10. Sec. 26-46. Year-round landscape irrigation conservation measures.

…

(g) *Penalties.*

(1) Violation of any provision of this section shall be subject to the ~~following~~ penalties~~:~~ set forth in the City's fee schedule.

~~a. For the first violation, by a fine not to exceed $50;~~

~~b. For a second violation, by a fine not to exceed $150; and~~

~~c. For a third violation, by a fine not to exceed $250 and by termination of water service to the premises until the violation is corrected.~~

…

Section 11: Sec. 26-126. Written permit to be obtained, application, inspection fee. Before the commencement of construction of a private sewage disposal system, the owner shall obtain a written permit signed by the authorized city official. The application for the permit shall be made on a form furnished by the city, which the applicant shall supplement ~~by~~ with any plans, specifications, and other information as are deemed necessary by the authorized city official. A permit and inspection fee ~~of $50~~ shall be paid to the city at the time the application is filed.

Section 12. Sec. 26-162. User charges; wholesale sewer rates; calculation of sewer surcharge.

…

(c) *Calculation of sewer surcharge.*

…

(2) The surcharge will be added to the sewer rate set forth in the City's fee schedule to develop the monthly cost per customer. As an example of sewer charge calculations utilizing sewer rate and the strength surcharge formula, assume the following with respect to Ajax Manufacturing Company: total monthly flow of 100,000 gallons; COD of 900 mg/l; BOD5 of 500 milligrams per liter; total suspended solids of 900 milligrams per liter; for example purposes, Prevailing monthly sewer rate is $1.52 per 1,000 gallons.

…

Section 13. Sec. 26-164 Industrial cost recovery system.

…

(b) The annual cost recovery ~~is as follows:~~ for the

~~(1)~~ SIU Industrial Permit Fee ~~— $500 plus monitoring costs.~~

~~(2)~~ or Commercial/Industrial User Fee ~~— $50 plus monitoring costs.~~ shall be set forth in the City's fee schedule.

Permit fees, commercial/industrial user fees, and related monitoring costs reimbursements must be paid within 30 days of permit issuance or receipt of monitoring cost recovery notice.

Commercial/industrial user fees will be billed as a new line item on the prevailing water/sewer bill prorated over a period of 12 months, but billed monthly; ~~a monthly payment of $4.17 will be~~ with a service charge added to the prevailing water/sewer bill.

…

Section 14. Sec. 26-177. Penalties.

Failure to comply with any Chapter 26 ordinances that relate to the actual and/or potential introduction of prohibited and/or restricted effluents into the sanitary sewer system requires penalties as mandated by federal law; e.g. Federal Pretreatment Regulations Section 403.8(f)(l)(vi)(A), ~~requires~~which establishes minimum penalties ~~in at least the amount of $1,000.00~~ per day per violation which goes uncorrected.

(a) Any user who is found to have violated an order of the city or who fails to comply with any provision of this chapter for which another penalty is not provided, and the orders, rules, and regulations issued hereunder, shall be penalized in ~~at least~~ the amount set forth in the City's fee schedule ~~of $1,000~~ per day for each offense. Each day on which a violation shall occur or continue shall be deemed a separate and distinct offense. Such fines shall be assessed on a per violation, per day basis. In the case of monthly or other long-term average discharge limits, fines shall be assessed for each day during the period of violation. A lien against the user's property will be sought for unpaid charges, fines, and penalties. In addition to the penalties provided herein, the city may recover all reasonable attorneys' fees, court costs, court reporters' fees, and other expenses of litigation by appropriate motions or suit at law against the user or person found to have violated this chapter or the orders, rules, regulations, and permit issued hereunder.

(b) *Penalties for continuing violations.* Any person who shall continue any violation beyond the time limit provided for in Section 26-166(a) shall be guilty of a violation, and on conviction

thereof, shall be penalized ~~in the amount not exceeding $5,000~~ up to the maximum amounts set forth in the City's fee schedule for each offense. Each day in which any violation shall continue shall be deemed a separate offense.

(c) Whoever violates Section 26-171 shall, upon conviction, be punished by a fine in ~~at least the amount of $1,000~~ the minimum amounts set forth in the City's fee schedule or by imprisonment for not more than 60 days, or by both.

…

Section 15. Sec. 26-404. Billing and payment; penalties.

…

(b) For properties normally receiving monthly utility bills for other services, the stormwater utility fee shall be included in the monthly utility bill rendered to the established customer. At the discretion of the Utility ~~city Finance~~ Director, fee waivers for short-term inactive utility accounts accruing fees of $~~10 or~~ less than the amount established in the City's fee schedule in a six-month period may be made for purposes of administrative convenience.

…

Section 16. Sec. 26-406. Capital contributions.

Procedures and standards developed by the Utility Director shall define appropriate means by which to optimize development capital contributions in the implementation of basic specific stormwater systems. These basic specific capital contributions shall take the form of "fee-in-lieu-

of" or "availability charges". Each situation will be analyzed by the Utility Director, and a specific written decision will be developed. The application is defined as follows:

…

(3) The "fee-in-lieu-of" capital contribution for properties redeveloping within the Downtown Stormwater Improvement Watershed~~,~~ and utilizing the installed stormwater treatment and/or conveyance facilities within that watershed~~,~~ shall be levied in accordance with the City's fee schedule. ~~as follows~~:

~~a. Capital cost per impervious square foot for Water Quality $2.05~~

~~b. Capital cost per impervious square foot for Water Quantity $0.18~~

~~c. Total Capital cost per impervious square foot for Water Quality and Quantity $2.23~~

This fee shall be paid prior to the issuance of a building permit for new construction and/or redevelopment in the Downtown Watershed.

Section 17. Sec. 26-408. Stormwater utility enterprise fund.

There shall be established a stormwater utility enterprise fund for the deposit of all fees and charges collected by the stormwater utility. These funds shall be for the exclusive use of the city's stormwater management utility, including, but not limited to, the following:

…

(4) Administrative costs associated with the management of the stormwater utility fee. A maximum amount established in the City's fee schedule ~~of $2,000~~ may be transferred to the general fund annually for administrative costs.

…

Section 18. **Sec. 26-210. Fees and permits**.

The city shall levy a fee for testing (and re-testing as necessary) all devices (including backflow devices) based upon program cost administration, as set forth in the City's fee schedule. ~~shown in Fee Schedule A:~~

~~FEE SCHEDULE A~~

~~**Type of Unit**~~	~~**Fee**~~
~~**Type of Unit**~~	~~**Fee**~~
~~Reduced pressure backflow preventer~~	
~~Annual test~~	~~$50.00~~
~~Each re-test due to failure~~	~~$50.00~~
~~Double check valve assembly~~	
~~Annual test~~	~~$50.00~~
~~Each re-test due to failure~~	~~$50.00~~
~~Pressure vacuum breaker~~	
~~Annual test~~	~~$50.00~~
~~Each re-test due to failure~~	~~$50.00~~
~~5/8" Temporary Construction Meter w/ Backflow~~	
~~Annual test~~	~~$50.00~~
~~Deposit~~	~~$200.00~~
~~Penalty for Nonread/month~~	~~$150.00~~

NOTE: For billing purposes, units mounted in parallel on a single service line or fire line will be considered as one unit. Other units at the same site, but on separate lines, will be billed as separate units.

Section 19. Sec. 26-212. Penalties.

…

(b) Any person who violates any of the provisions of this article shall be liable to the city for all costs and damages incurred by the city as a proximate result of such violation plus a fine ~~up to five hundred dollars ($500.00)~~ per day not to exceed the amount set forth in the City's fee schedule.

Section 20. Conflicts. That all Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 21. 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 22. Codification. It is the intention of the City Commission of the City of Boynton Beach, Florida, 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 23. Effective Date. That this Ordinance shall take effect immediately upon passage.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

CODING: Words in ~~strike through~~ type are deletions from existing law;
Words in underlined type are additions.

FIRST READING this 3rd day of September 2024.

SECOND, FINAL READING AND PASSAGE this 23rd day of September 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	_____	_____
Vice Mayor – Aimee Kelley	_____	_____
Commissioner – Woodrow L. Hay	_____	_____
Commissioner –Angela Cruz	_____	_____
Commissioner – Thomas Turkin	_____	_____
VOTE	_____	

ATTEST:

_____
Maylee DeJesús, MMC
City Clerk

(Corporate Seal)

_____
Ty Penserga
Mayor

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:

Proposed Ordinance Second Reading, an Ordinance of the City Commission for the City of Boynton Beach, Florida, amending the City of Boynton Beach's Code of Ordinances; Chapter 26 "Water, Sewer and City Utilities" to provide all water, sewer and utility fees, rates and charges set by the City Commission by resolution, Providing for Conflicts, Severability, Codification; and Providing for an Effective

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
  c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
  d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

[1] See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City hereby publishes the following information:

1. A summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Summary of the proposed ordinance
The City of Boynton Beach desires to amend Chapter 26, "Water, Sewer and City Utilities" to remove all references to previously adopted fees, rates and charges and to provide that such fees, rates and charges will be adopted by resolution.

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:

The proposed ordinance amendment removes the utility fees, rates and charges from the Utility ordinance so they are set by the Commission by resolution. Customers will be charges based on the usage rate tier and the type of service requested.

   (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

Fees, rate tiers and charges are proposed to be modified as described in the first budget reading and proposed published fee schedules based. Customers are charged based on their usage and rate tiers and for any services they request.

   (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

Miscellaneous fees are revised and proposed based on a comprehensive rate analysis to determine the fair and reasonable rates, fees and charges. Rate tiers and other changes are proposed based on the analysis and comparison of neighboring utilities and industry norms.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Potentially all water customers could be impacted, based on the analysis 813 inside City commercial accounts will impacted.

4. Additional information the governing body deems useful (if any):

Additional information the governing body deems useful (if any): The Utilities Department operates an enterprise fund and must recover the costs of operations through rates, fees and charges for services rendered and in order to meet debt service requirements and rate covenants. These rates, fees and charges shall be just and equitable based on usage and services provided.

Public Hearing 6 P.M. or as soon thereafter as the agenda permits. The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.
09/23/2024

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Approve Development Order request for Major Site Plan Modification (MSPM-2024.05.46183) application for the Ezell Hester Jr. Community Park.

Requested Action: Approve Development Order for a Major Site Plan Modification (MSPM-2024.06.52187) for the Ezell Hester Jr. Community Park to construct a 17,500 square foot airnasium over the existing basketball court.

Explanation of Request:

The Ezell Hester Jr. Community Park features the Ezell Hester Jr. Community Center, basketball and pickleball courts, athletic field, playground, and associated site amenities. The basketball courts, which are the focus of this Major Site Plan Modification application, are situated near North Seacrest Boulevard on the southeast side of the property. The City of Boynton Beach, the applicant, has engaged with a consulting firm to design an “airnasium”—a pre-engineered open-air steel structure—to cover the existing basketball courts located in the southeast corner of the park. The proposed structure is approximately 17,500 square feet and stands at a height of 25’8” measured to the top of the roof ridge.

The gymnasium's purpose is to provide shade and shelter to encourage increased use of the basketball courts during the summer months while facilitating a variety of recreational and functional activities. The proposed structure will not impact utilities, traffic, landscaping, or other recreational activities in the park.

According to the Land Development Regulations (LDRs), city-owned or operated facilities that could significantly impact nearby properties must undergo a Site Plan review and obtain approval from the City Commission. Therefore, the applicant is requesting approval of the Major Site Plan Modification (MSPM-2024.06.52187) to construct the airnasium structure.

How will this affect city programs or services? Providing shelter at an existing amenity, Ezell Hester Jr. Community Park. The Community will be able to use the facility, like the basketball courts, more frequently.

Fiscal Impact: No

Attachments:
Development Order_MSPM-2024.06.52187
Staff Report
Exhibit A - Location Map
Exhibit B - Justification Statement
Exhibit C - Project Plans
Exhibit D - Conditions of Approval
8G. Commission Presentation - Airnasium.pptx

DEVELOPMENT ORDER OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA

PROJECT NAME: Hester Park Airnasium (MSPM-2024.06.52187)

APPLICANT: Kevin Ramsey, City of Boynton Beach

APPLICANT'S ADDRESS: 100 E Ocean Avenue, Boynton Beach, FL 33435

DATE OF HEARING RATIFICATION BEFORE CITY COMMISSION: September 23, 2024

APPROVAL SOUGHT: Approve request for a Major Site Plan Modification (MSPM-2024.05.46183) to construct a 17,500 square foot airnasium over the existing basketball courts.

LOCATION OF PROPERTY: 1901 N Seacrest Boulevard

DRAWING(S): SEE EXHIBIT "C" ATTACHED HERETO.

_____ THIS MATTER was presented to the City Commission of the City of Boynton Beach, Florida on the date of hearing stated above. The City Commission having considered the approval sought by the applicant and heard testimony from the applicant, members of city administrative staff and the public finds as follows:

1. Application for the approval sought was made by the Applicant in a manner consistent with the requirements of the City's Land Development Regulations.

2. The Applicant

   ___ HAS
   ___ HAS NOT

   established by substantial competent evidence a basis for the approval requested.

3. The conditions for development requested by the Applicant, administrative staff, or suggested by the public and supported by substantial competent evidence are as set forth on Exhibit "D" with notation "Included."

4. The Applicant's request is hereby
   ___ GRANTED subject to the conditions referenced in paragraph 3 above.
   ___ DENIED

5. This Order shall take effect immediately upon issuance by the City Clerk.

6. All further development on the property shall be made in accordance with the terms and conditions of this order.

7. Other: _____
   _____
   _____

DATED:_____ _____
City Clerk

PLANNING AND DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 24-023

STAFF REPORT

TO: Mayor Ty Penserga
Members of the City Commission

THRU: Amanda B. Radigan, AICP, LEED AP
Planning and Zoning Director

FROM: Craig Pinder, Senior Planner

DATE: September 23, 2024

PROJECT: Hester Park Airnasium
MSPM-2024.06.52187

REQUEST: Approve request for a Major Site Plan Modification (MSPM-2024.05.46183) to construct a 17,500 square foot airnasium over the existing basketball court.

PROJECT DESCRIPTION

Property Owners: City of Boynton Beach

Applicant: Kevin Ramsey, City of Boynton Beach

Agent: Josey Murray, City of Boynton Beach

Location: 1901 North Seacrest Boulevard

Existing Land Use/ Zoning: Recreational (R) and Conservation Overlay (C/O) / Recreation (REC)

Proposed Land Use/ Zoning: Recreational (R) and Conservation Overlay (C/O) / Recreation (REC)

Proposed/Existing Use: Recreation

Acreage: 23.82-acres

Adjacent Uses:

North: Developed commercial property classified Local Retail Commercial (LRC) land use and zoned Neighborhood Commercial (C2), and

developed residential property classified as Low Density Residential (LDR) land use and zoned Single-family Residential (R1);

South: Right-of-way of Northwest 17th Avenue, then further south, developed residential property classified as Medium Density Residential (MEDR) land use, and zoned Single and Two-family Residential (R2);

East: Right-of-way of North Seacrest Boulevard, then further east, developed residential property classified as Low Density Residential (LDR) land use and zoned Single-family Residential (R1A);

West: Right-of-way of Interstate 95, then further west, developed industrial property classified as Development of Regional Impact (DRI) land use and zoned Planned Industrial District (PID).

PROPERTY OWNER NOTIFICATION

A notice of the request was mailed to owners of properties within 400 feet of the subject property, and signs were posted for the City Commission meeting dates. The applicant has certified that they posted signage and mailed notices in accordance with Ordinance No. 04-007 & 05-004.

BACKGROUND

The Ezell Hester Jr. Community Park features the Ezell Hester Jr. Community Center, basketball and pickleball courts, athletic field, playground, and associated site amenities. The basketball courts, which are the focus of this Major Site Plan Modification application, are situated near North Seacrest Boulevard on the southeast side of the property. The City of Boynton Beach, the applicant, has engaged with a consulting firm to design an "airnasium"—a pre-engineered open-air steel structure—to cover the existing basketball courts located in the southeast corner of the park. The proposed structure is approximately 17,500 square feet and stands at a height of 25'8" measured to the top of the roof ridge.

The purpose of the airnasium is to provide shade and shelter to encourage increased usage of the basketball courts during the summer months, while facilitating a variety of recreational and functional activities. The proposed structure will not impact utilities, traffic, landscaping, or other recreational activities in the park.

According to the Land Development Regulations (LDRs), city-owned or operated facilities that could significantly impact nearby properties must undergo a Site Plan review and obtain approval from the City Commission. Therefore, the applicant is requesting approval of the Major Site Plan Modification (MSPM-2024.06.52187) to construct the airnasium structure.

ANALYSIS

Traffic: Traffic will not be impacted by this request.

School: School concurrency is not required for non-residential projects.

Utilities: The proposal will have no impact on the City's water capacity.

Police/Fire: The Police and Fire Departments have reviewed and approved the site plan modification request with no conditions. Further plan review by Police and Fire will occur during the building permit review.

Drainage: Drainage will not be impacted as there is no change in the impervious area of the site.

Access: There is no change to the points of access. The main point of ingress/egress is accessed from Seacrest Boulevard and a secondary point of egress is located along Northwest 17th Avenue. Walkways are provided throughout the park and are directly connected to the existing sidewalk along Seacrest Boulevard and Northwest 17th Avenue.

Parking: Additional parking is not required with the proposed airnasium as indicated on the attached Site Plan (Exhibit C). A total of 90 existing parking spaces are located on site.

Building and Site: The site area totals 23.82-acres. The proposed airnasium is a pre-engineered steel structure, totaling approximately 17,500 square feet. The structure will cover over the existing basketball courts located in the southeast corner of the park near Seacrest Boulevard and Northwest 17th Avenue. The airnasium will be painted to match the community center building.

As noted previously, parking is accommodated on site utilizing the existing surface parking lot, which is located to the west of the basketball courts and can be accessed via the ingress/egress point at Seacrest Boulevard. Additional parking is located on the north side of the park near the Ezell Hester Jr. Community Center Building and the Ezell Hester Jr. Athletic Field.

Setbacks: The REC zoning district requires a front building setback of 25 feet, a rear setback of 25 feet, an interior side setback of 25 feet, and a corner side setback of 25 feet. The proposed building complies with all required setbacks. The setbacks for the proposed airnasium are as follows (Exhibit C):

Building Setbacks	Required	Provided
Front (Seacrest Blvd)	25’	25’-6”
Interior Side (north)	25’	400’
Corner Side (south – NW 17th Ave)	25’	185’
Rear (abutting I-95)	25’	991’

Lighting: The Photometric Plan (Sheet PH-1.00) depicts light fixtures mounted underneath the airnasium that will provide adequate illumination levels for the basketball courts. These proposed light fixtures will allow for enhanced natural surveillance of the open-air structure to help mitigate security concerns. The lighting is designed to prevent spillage onto abutting properties in accordance, which is in compliance with the LDRs.

RECOMMENDATION

Based on the information contained herein and compliance with the applicable development regulations and review criteria, staff recommends APPROVAL of the proposed Major Site Plan Modification (MSPM-2023.10.63102) subject to satisfying any conditions of approval recommended by the City Commission. Any recommended conditions of approval shall be documented accordingly in the Conditions of Approval document – Exhibit D.

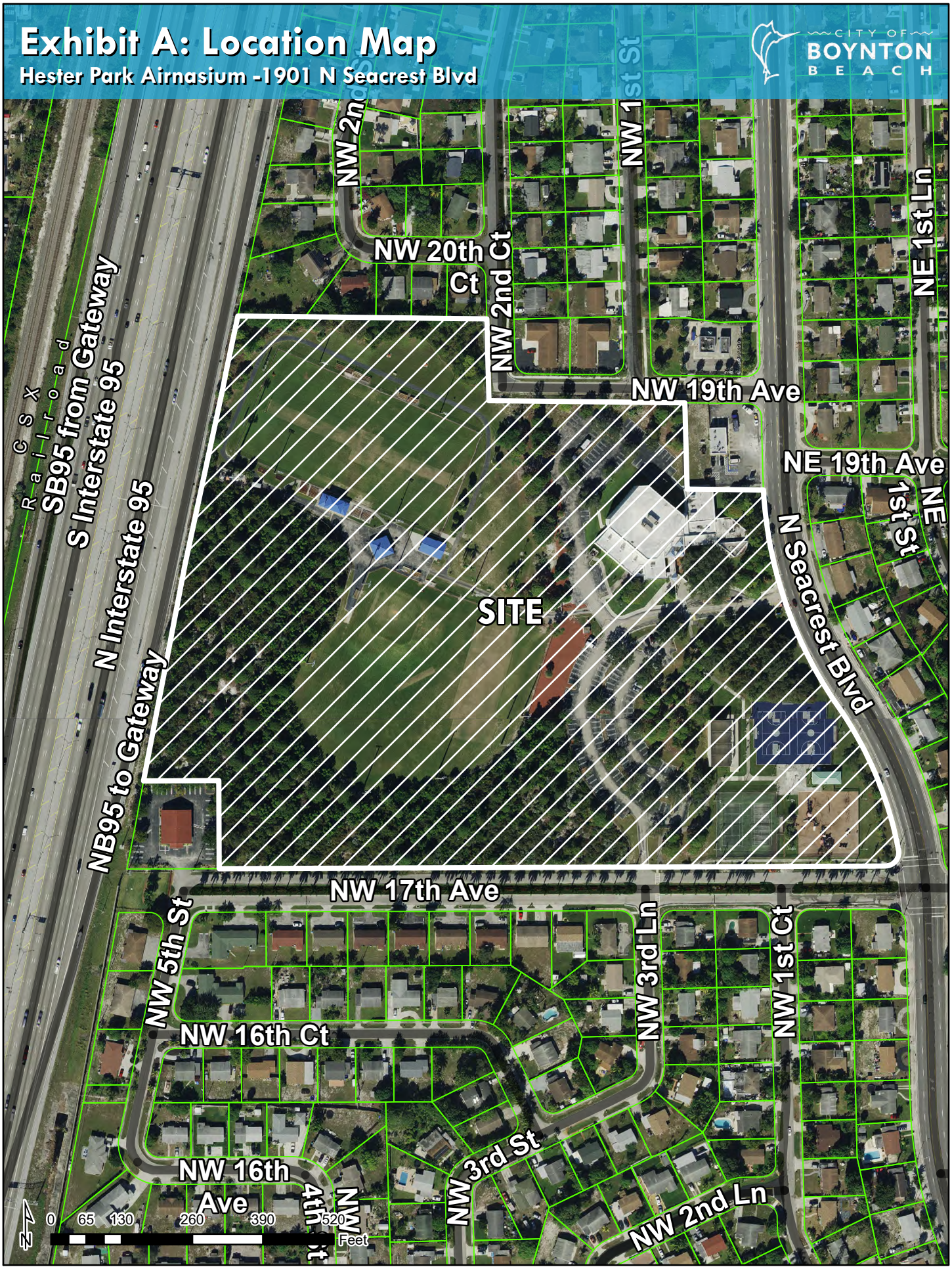


Exhibit A: Location Map
Hester Park Airnasium -1901 N Seacrest Blvd
CITY OF BOYNTON BEACH
NW 2nd
NW 1st St
NE 1st Ln
NW 20th Ct
Ct
NW 2nd Ct
NW 19th Ave
NE 19th Ave
NE 1st St
CSX Railroad
SB95 from Gateway
S Interstate 95
N Interstate 95
NB95 to Gateway
SITE
N Seacrest Blvd
NW 17th Ave
NW 5th St
NW 3rd Ln
NW 1st Ct
NW 16th Ct
NW 16th Ave
NW 4th Ct
NW 3rd St
NW 2nd Ln
0 65 130 260 390 520
Feet

Monday, June 3, 2024

Hester Park Airnasium Structure – Justification Statement

The City has engaged a consulting firm to design an “Airnasium” (pre-engineered open steel structure to cover the existing basketball courts) Located at 1901 N Seacrest Blvd. Ezel Hester Park.

The purpose of Airnasium over the basketball courts is to provide shade for the residents of the immediate neighborhood to help promote higher usage of the courts during the summer months.

structure covers the existing impervious surface of the existing basketball courts. This project has no impact on the following.

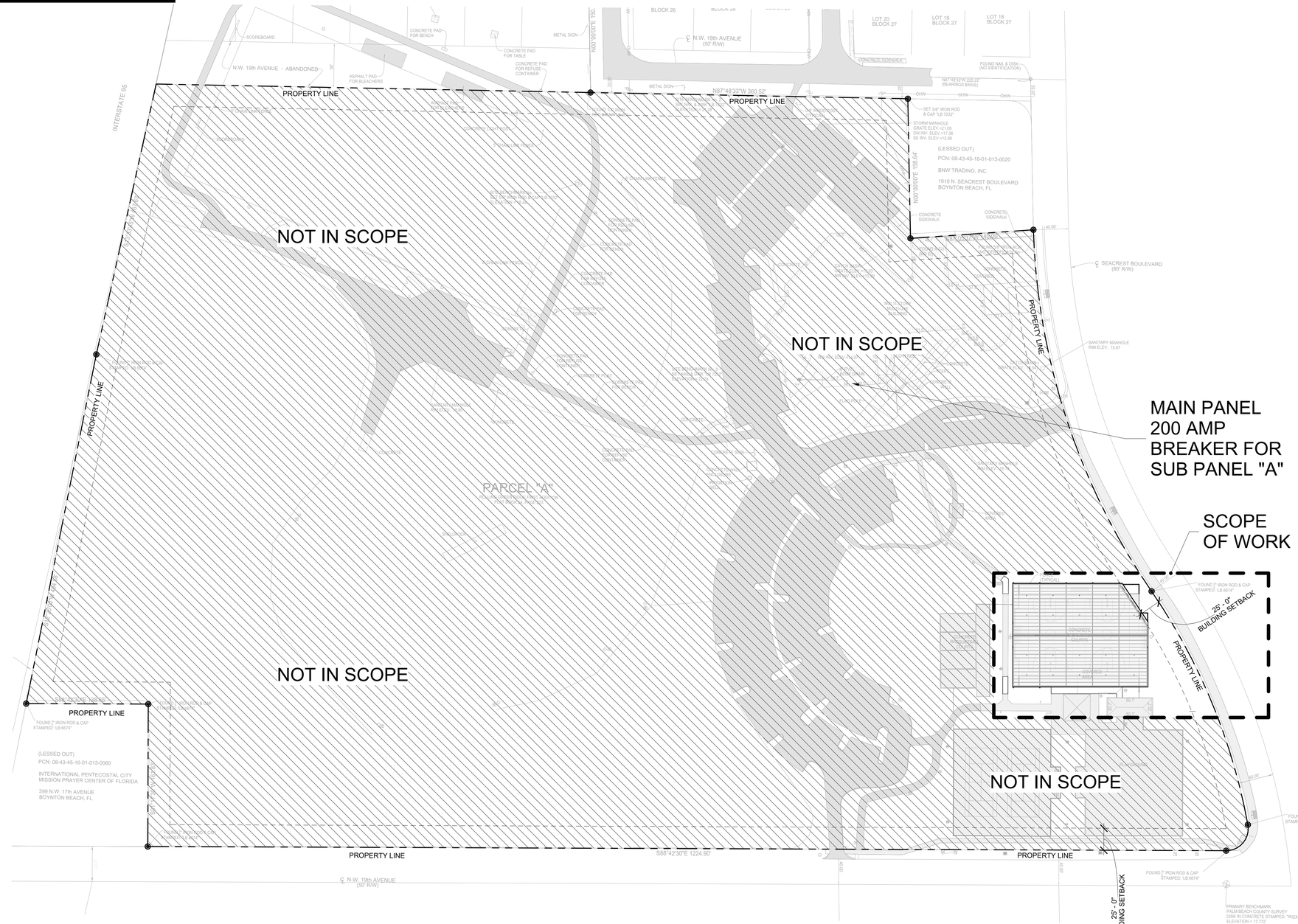
- Traffic flow/counts.
- Existing landscaping (no removal/install).
- Other recreational activities in the park.

Any incidental damage to existing sod, impervious surfaces, fencing, etc…. will be replaced to match existing.

Note.

Please note that the colors indicated on the elevations and rendering (A2.00 & A5.00) are the same colors that match the existing primary facility on site (community center).

Exhibit C - Project Plans



1 AS-1.00 OVERALL SITE PLAN

1" = 60'-0"

MATTHEW F. WEST
AR 93859

WEST
ARCHITECTURE
+ DESIGN, LLC
AA26001503

820 NORTH 4TH. STREET
LANTANA, FL 33462
561-588-2027 T
561-582-9419 F

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CONSULTANT:

960

RENOVATION FOR

HESTER PARK AIRNASIUM

1901 N. SEACREST BLVD.
BOYNTON BEACH, FLORIDA 33435

DATE:	05-13-24
NUMBER:	A23-028
REVIEWED:	MW
MANAGED:	PG
DRAWN:	SP

REVISION:

OVERALL SITE PLAN

AS-1.00

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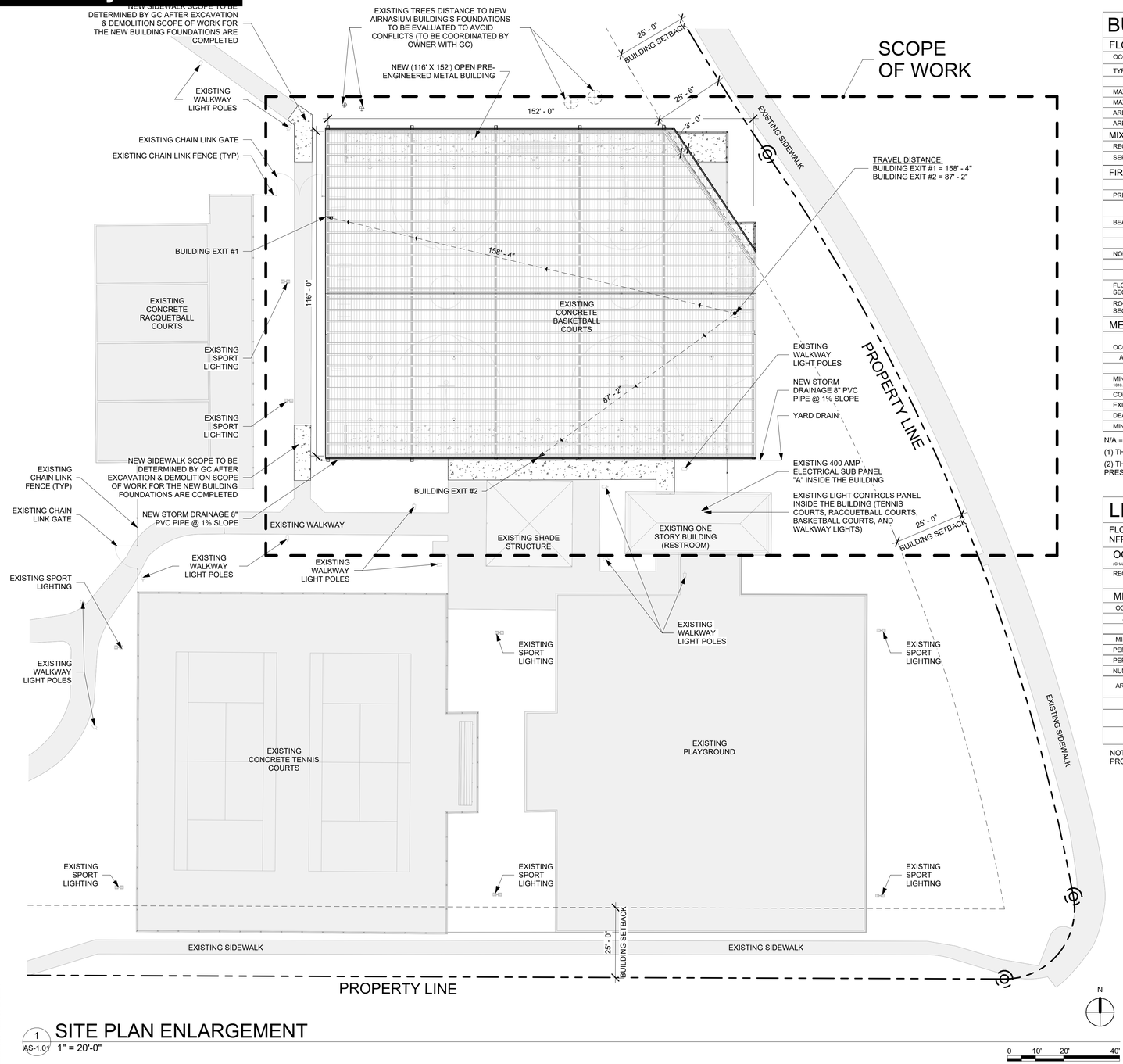
Exhibit C - Project Plans



1 AS-1.01 SITE PLAN ENLARGEMENT
1" = 20'-0"

BUILDING DATA

FLORIDA BUILDING CODE 2023 8TH EDITION

OCCUPANCY CLASSIFICATION (CHAPTER 3)		A-S ASSEMBLY	
TYPE OF CONSTRUCTION (CHAPTER 6)		TYPE V (B) (UNSPRINKLERED)	
		ALLOWED	PROVIDED
MAXIMUM HEIGHT IN FEET	(TABLE 504.3a, SECTION 504)	40 FT	25 FT
MAX. NO. STORIES	(TABLE 504.4, SECTION 504)	UNLIMITED	1
AREA: MULTISTORY	(CHAP. 5, TABLE 506, SEC. 506)	UNLIMITED	N/A
AREA: ONE STORY	(CHAP. 5, TABLE 506, SEC. 506)	UNLIMITED	17,500 SF
MIXED USE AND OCCUPANCY			(SECTION 508)
REQUIRED SEPARATION OF OCCUPANCIES		ALLOWED	PROVIDED
SEPARATED OCCUPANCIES	(SECTION 508.2)	N/A	N/A
FIRE RESISTANCE RATINGS FOR BUILDING ELEMENTS			(TABLE 601)
		ALLOWED	PROVIDED
PRIMARY STRUCTURAL FRAME		0 HR	0 HR
INCLUDING COLUMNS, GIRDERS, TRUSSES		0 HR	0 HR
BEARING WALLS			
EXTERIOR		0 HR	N/A
INTERIOR		0 HR	N/A
NONBEARING WALLS AND PARTITIONS			
EXTERIOR (TABLE 602)		SEE (TABLE 602)	SEE (TABLE 602)
INTERIOR - CORRIDORS		1 HR	N/A
FLOOR CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS		0 HR	0 HR
ROOF CONSTRUCTION AND ASSOCIATED SECONDARY MEMBERS		0 HR	0 HR
MEANS OF EGRESS (CHAPTER 10)			
		ALLOWABLE	PROVIDED
OCCUPANT LOAD (SECTION 1004, TABLE 1004.5)			
ASSEMBLY (A-5) - (1/15 NET. 17,500/15 = 1,167)		1,167	-
TOTAL OCCUPANT LOAD		1,167	N/A[2]
MINIMUM CLEAR OPENING OF EXIT DOORS (SECTION 1010.1.1)		32 IN.	OPEN SPACE
COMMON PATH OF EGRESS (TABLE 1006.2.1)		75 FT.	N/A
EXIT ACCESS TRAVEL DISTANCE (TABLE 1017.2)		200 FT.	158'-4"
DEAD ENDS (SECTION 1020.5)		N/A	N/A
MINIMUM NUMBER OF EXITS (TABLE 1006.3.2)		N/A[1]	N/A[1]

N/A = NOT APPLICABLE.

(1) THE BUILDING IS OPEN IN ALL DIRECTIONS.

(2) THE OCCUPANT LOAD IS THE MAXIMUM PROBABLE NUMBER OF OCCUPANTS PRESENT AT ANY TIME.

LIFE SAFETY CODE:

FLORIDA FIRE PREVENTION CODE, 8TH EDITION (2023)
NFPA 101. LIFE SAFETY CODE, 2021 EDITION

OCCUPANCY CLASSIFICATION (CHAPTER 6)		ASSEMBLY	17,500 SF
REQUIRED SEPARATION OF OCCUPANCIES (TABLE 6.1.14.4.1(a) & b)		ALLOWABLE	PROVIDED
		N/A	N/A
MEANS OF EGRESS (CHAPTER 7)			
OCCUPANT LOAD (TABLE 7.3.1.2)		ALLOWABLE	PROVIDED
ASSEMBLY 17,500 SF / 15 NET		1,167	
TOTAL OCCUPANT LOAD		1,167	NA
MINIMUM WIDTH PER OCCUPANT SERVED			
PER LEVEL (SECTION 7.3.3.1)	(0.2 X 1,167) = 233.4 IN.	233.4 IN.	354 IN.
PER STAIRS (SECTION 7.3.3.1)		N/A	N/A
NUMBER OF MEANS OF EGRESS (SECTION 7.4)		N/A	N/A
ARRANGEMENT OF MEANS OF EGRESS (SECTION 7.5)		-	* SEE PLAN
DEAD END (12.2.5.3)	ASSEMBLY	20 FT.	N/A
COMMON PATH OF TRAVEL (12.2.5.2)	ASSEMBLY	20 FT.	N/A
MAXIMUM TRAVEL DISTANCE TO EXITS (12.2.6.2)	ASSEMBLY	200 FT.	(158'-4")*

NOTE: *NA = NOT APPLICABLE. THE OCCUPANT LOAD IS THE MAXIMUM PROBABLE NUMBER OF OCCUPANTS PRESENT AT ANY TIME.

SITE DATA

CITY OF BOYNTON BEACH
BOYNTON BEACH CODE OF ORDINANCE

ZONING / LAND USE		(REC) RECREATIONAL	
FUTURE LAND USE:		(R) RECREATIONAL	
TOTAL LOT AREA		1,036,728.00 SF	23.8176 ACRES
	(BB CODE OF ORDINANCE, PART III, CHP 3, ART. III, SEC 7)	REQUIRED	PROVIDED
A.	MIN. LOT SIZE	43,560 SF	1,036,728.00 SF
B.	MIN. WIDTH	100 FT.	1,224.9 FT.
C.	MAX LOT COVERAGE	50 %(518,364.00 SF)	EXIST. + 0.0016%(1)
LANDSCAPE	(M.C LANTANA, FL - SECTION 10.5-41.1)	REQUIRED	PROVIDED
A.	MIN. % OF OPEN SPACE	0%	N/A(2)

LANDSCAPE

BUILDINGS OR STRUCTURES ABUTTING ROADWAYS. A LANDSCAPE STRIP OF VARYING WIDTH SHALL BE REQUIRED WHERE BUILDING(S), PEDESTRIAN AREAS, AND/OR SIDEWALKS ABUT ANY CLASSIFICATION OF ROADWAY. THIS NECESSARY PLANTING STRIP SHALL CONSIST OF TREES, SPACED A MAXIMUM OF THIRTY (30) FEET APART, AND SHRUBS AND COLORFUL GROUND COVER INSTALLED AT THE BASE.

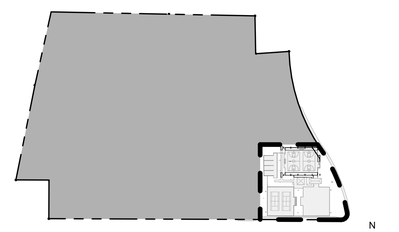
BUILDING (BB CODE OF ORDINANCE, PART III, CHP 3, ART. III, SEC 7)	ALLOWED	PROVIDED
MAX BUILDING HEIGHT	45'	25'
SETBACKS		
MIN. BUILDING SETBACKS	ALLOWED	PROVIDED
FRONT	25 FT	25'-6"
SIDE, INTERIOR	25 FT	400'-0"
SIDE, INTERIOR	25 FT	185'-0"
REAR	25 FT	991'-0"
PARKING CALCULATIONS (BB CODE OF ORDINANCE, PART III, CHP. 4, ART. V, SEC. 2 - TABLE 4.19)		N/A(3)

NOTE

(1) THE NEW AIRNASIUM ROOF WILL ADD 1,110.00 SF OF IMPERVIOUS AREA, WHICH REPRESENTS A 0.0016% OF THE TOTAL AREA OF THE SITE (1,036,728.00 SF)
(2) OPEN SPACE: A REQUIRED EXTERIOR OPEN AREA CLEAR FROM THE GROUND TO THE SKY DEVOID OF RESIDENTIAL AND COMMERCIAL BUILDINGS, AND ACCESSORY STRUCTURES. AS PER BOYNTON BEACH LAND DEVELOPMENT REGULATIONS, CHAPTER 1, ARTICLE II. THE REQUIREMENT FOR MINIMUM PERCENT OF OPEN SPACE IS 0%. THE NEW STRUCTURE WILL REDUCE THE OPEN SPACE BY 17,500.00 SF, WHICH REPRESENTS A 0.17% OF THE TOTAL AREA OF THE SITE (1,036,728.00 SF)
(3) NO CHANGE FROM CURRENT CONFIGURATION OR CALCULATIONS.

SITE PLAN NOTES:

1. COORDINATE WITH MEP FOR SYSTEMS LOCATIONS AND DETAILS.
2. ALL SIDEWALKS, CURBS, AND ROADWAY DRAINAGE DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED IN CONFORMANCE WITH THE LAND DEVELOPMENT REGULATIONS.
3. EXTREME CAUTION MUST BE EXERCISED BEFORE AN EXCAVATION TAKES PLACE ON OR NEAR THIS SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICES AND/OR RELOCATION OF LINES.



2 AS-1.01 KEY PLAN
1" = 300'-0"

MATTHEW F. WEST
AR 93859

WEST ARCHITECTURE + DESIGN, LLC
AA26001503

820 NORTH 4TH. STREET
LANTANA, FL 33462
561-588-2027 T
561-582-9419 F

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CONSULTANT:

RENOVATION FOR

HESTER PARK AIRNASIUM

1901 N. SEACREST BLVD.
BOYNTON BEACH, FLORIDA 33435

DATE:	05-13-24
NUMBER:	A23-028
REVIEWED:	MW
MANAGED:	PG
DRAWN:	SP
REVISION:	

SITE PLAN ENLARGEMENT

AS-1.01

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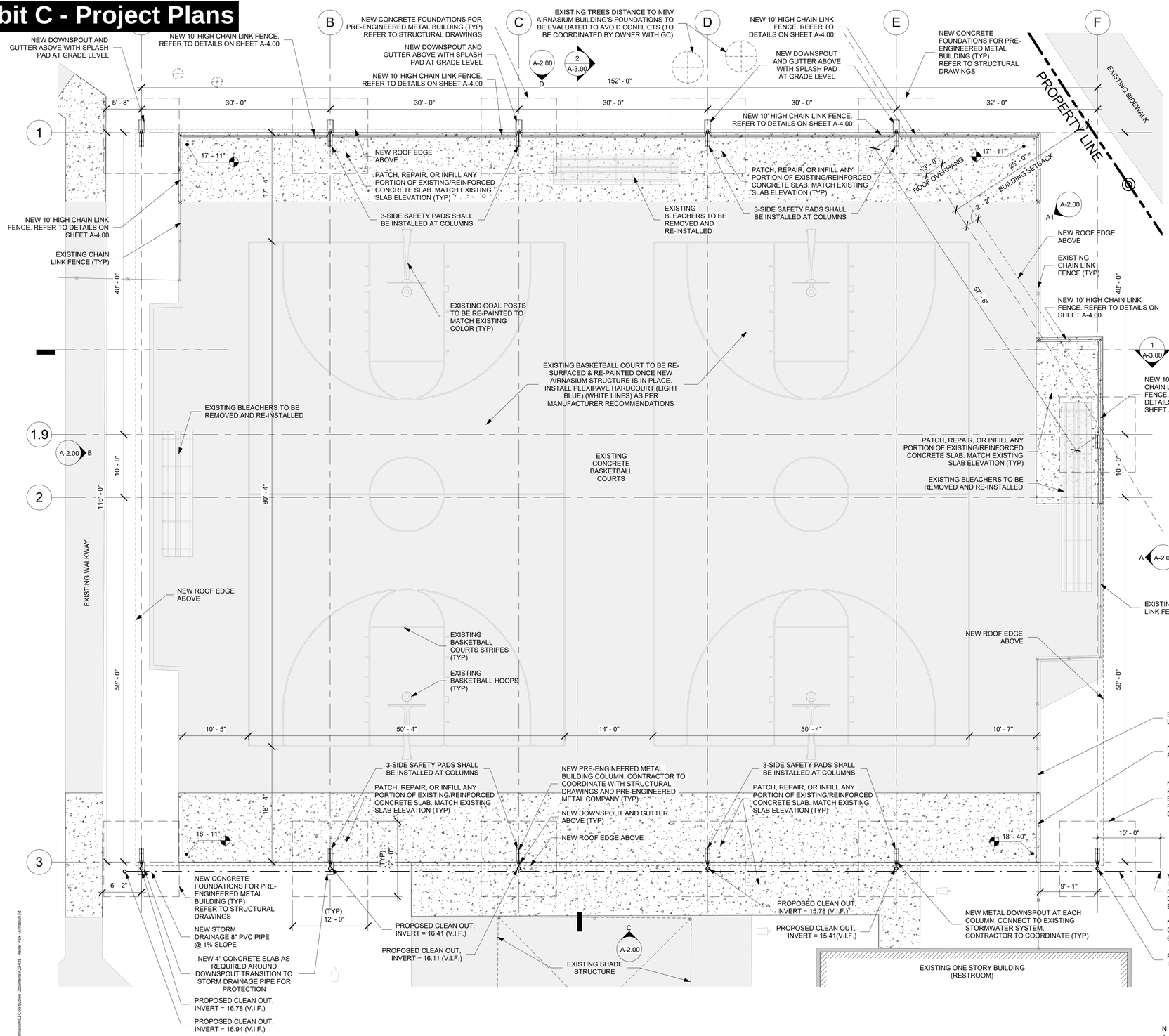
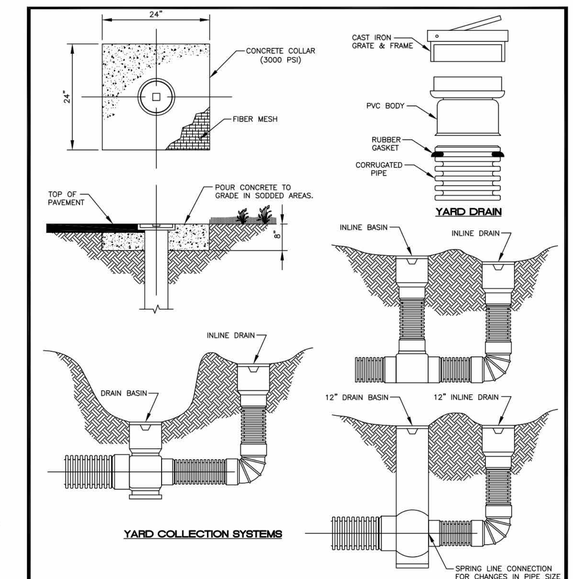
Exhibit C - Project Plans



1 A-1.00 **FLOOR PLAN**
1/8" = 1'-0"



NOTES:

1. YARD DRAINS SHALL ONLY BE USED IN PRIVATE PROPERTY LOCATIONS; PUBLIC RIGHT-OF-WAY LOCATIONS WILL NOT BE PERMITTED UNLESS APPROVED BY THE DEPARTMENT.
2. CONCRETE COLLAR IS NOT REQUIRED IN PAVED AREAS IF PAVEMENT SURFACE IS FINISHED PRIOR TO CONDITIONAL FINAL INSPECTION.
3. SEE "TYPICAL TRENCH DETAIL" FOR BACKFILLING REQUIREMENTS.

BOYNTON BEACH ENGINEERING STANDARD DETAIL

CITY OF BOYNTON BEACH

TYPICAL YARD DRAIN/CPEP INSTALLATION DETAIL

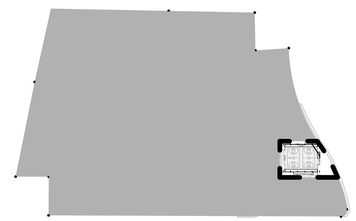
EFF. DATE: 02/20

DETAIL NO. D-1

3 A-1.00 **TYPICAL YARD DRAIN**
1" = 1'-0"

PLAN NOTES:

1. ALL NEW COURT CONCRETE SLAB, NEW CONCRETE SIDEWALKS, NEW CHAIN LINK FENCE, SHALL BE DETERMINED BY GC BASED ON LIMITS OF DEMOLITION.
2. NEW CHAIN LINK FENCE FINISH, COLOR, AND HEIGHT SHALL MATCH EXISTING FENCE. GC TO PROVIDE SHOP DRAWINGS FOR OWNER & ARCHITECT'S APPROVAL.



2 A-1.00 **KEY PLAN**
1" = 300'-0"

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CONSULTANT:

962

RENOVATION FOR

HESTER PARK AIRNASIUM

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BOYNTON BEACH, FLORIDA 33435

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FLOOR PLAN

A-1.00

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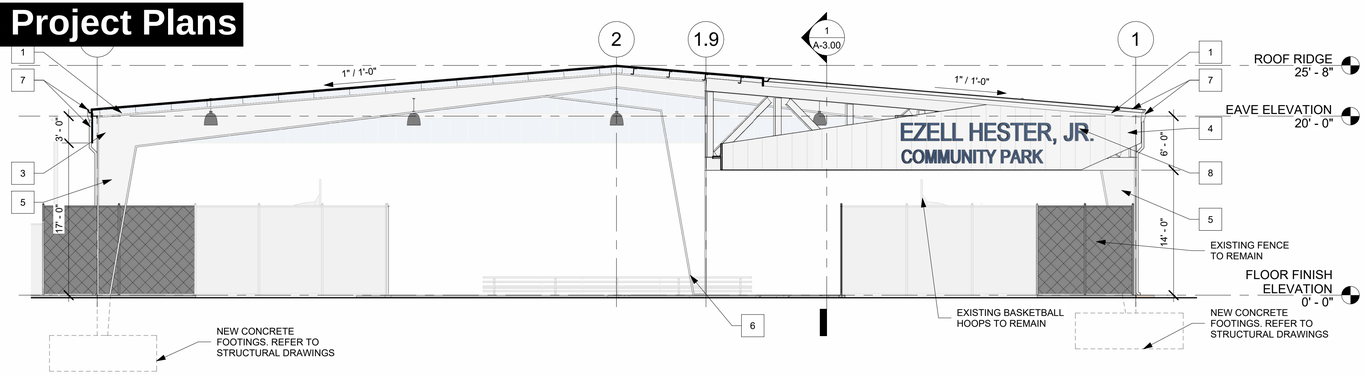
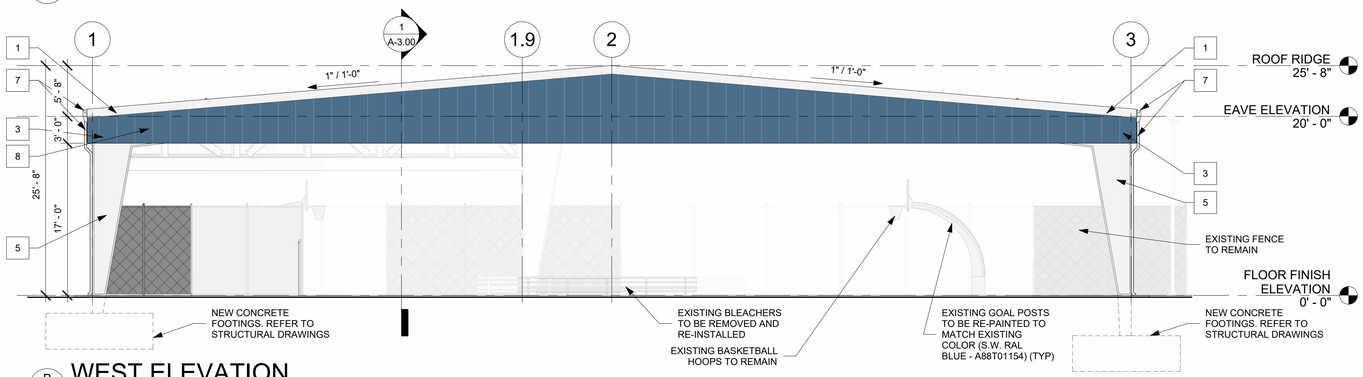
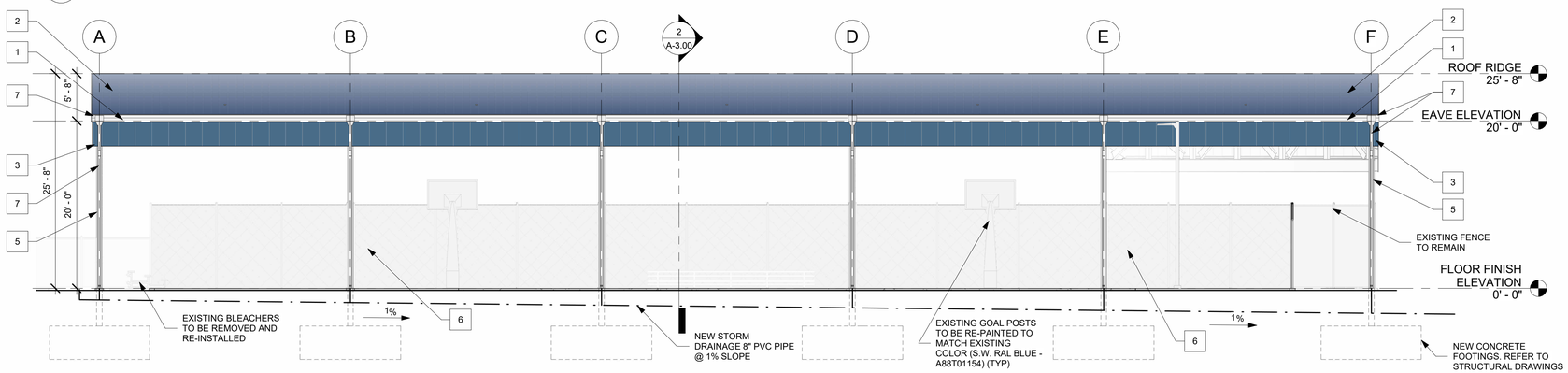
Exhibit C - Project Plans



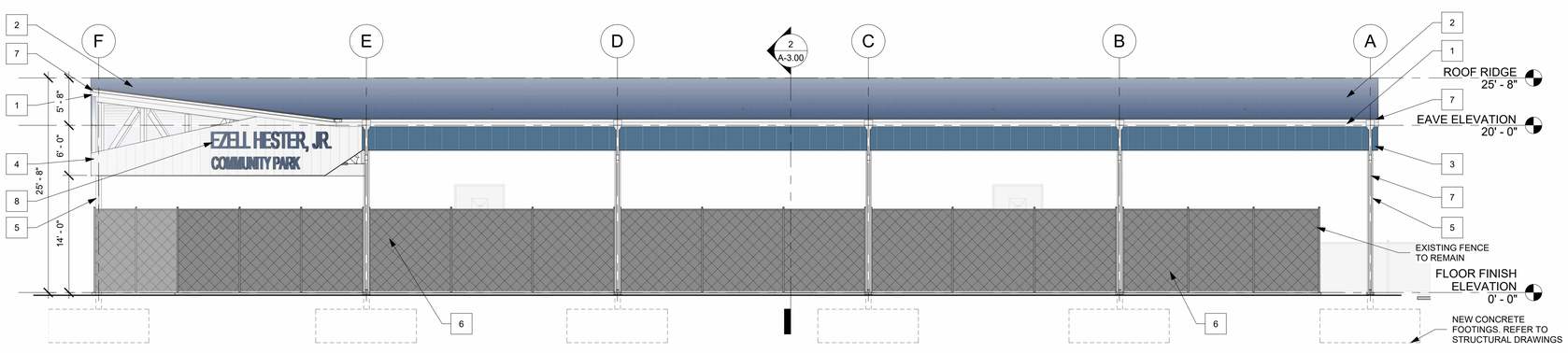
A A-2.00 EAST ELEVATION
1/8" = 1'-0"



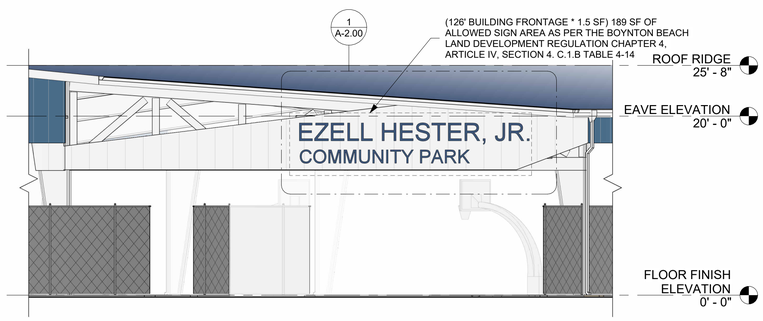
B A-2.00 WEST ELEVATION
1/8" = 1'-0"



C A-2.00 SOUTH ELEVATION
1/8" = 1'-0"



D A-2.00 NORTH ELEVATION
1/8" = 1'-0"



A1 A-2.00 SIGN ELEVATION (NORTHEAST)
1/8" = 1'-0"



1 A-2.00 SIGN ELEVATION ENLARGEMENT
1/4" = 1'-0"

FINISH MATERIAL LEGEND

MARK	DESCRIPTION	NAME / MANUF. / FINISH
1	METAL FASCIA TRIM	SHERWIN WILLIAMS (SW 7006 EXTRA WHITE [1])
2	STANDING SEAM METAL ROOF PANELS (SUPERLOK)	STAR BUILDING SYSTEMS (PACIFIC BLUE [1,2])
3	WALL PANEL SYSTEM PANELS (DESIGN™ SERIES)	STAR BUILDING SYSTEMS (PACIFIC BLUE [1,2])
4	WALL PANEL SYSTEM PANELS (DESIGN™ SERIES)	STAR BUILDING SYSTEMS (SOLAR WHITE [1,2])
5	STRUCTURAL MEMBERS PRIMARY & SECONDARY FRAMING	SHERWIN WILLIAM (LIGHT GRAY METAL PAINT [1])
6	CHAIN LINK FENCE	VINYL COATED BLACK
7	METAL GUTTERS & DOWNSPOUTS	SHERWIN WILLIAMS (SW 7006 EXTRA WHITE [1])
8	SIGN LETTERS	AMERICAN INTERSTATE SIGNCRAFTERS

1 - ALL STRUCTURE / PANELS/ METAL TRIMS SHALL BE PAINTED WITH METAL PAINT (SHERWIN WILLIAM OR APPROVED EQUAL)

2 - COLORS SHOULD BE AS SELECTED BY THE OWNER/ARCHITECT FROM MANUFACTURES FULL RANGE OF COLORS (INCLUDING CUSTOM COLORS) TO MATCH OWNERS SAMPLE (S.W RAL BLUE – A88T01154)

EXTERIOR ELEVATION NOTES

1. COORDINATE WITH STAR BUILDING SYSTEMS PRE-FABRICATED METAL BUILDING MANUFACTURER TO PREPARE SHOP DRAWINGS.
2. ALL SPECIFIED FINISHES ARE "OR APPROVED EQUAL". CONTRACTOR TO SUBMIT TO OWNER FOR APPROVAL.

MATTHEW F. WEST
AR 93859

WEST
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+ DESIGN, LLC
AA26001503

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CONSULTANT:

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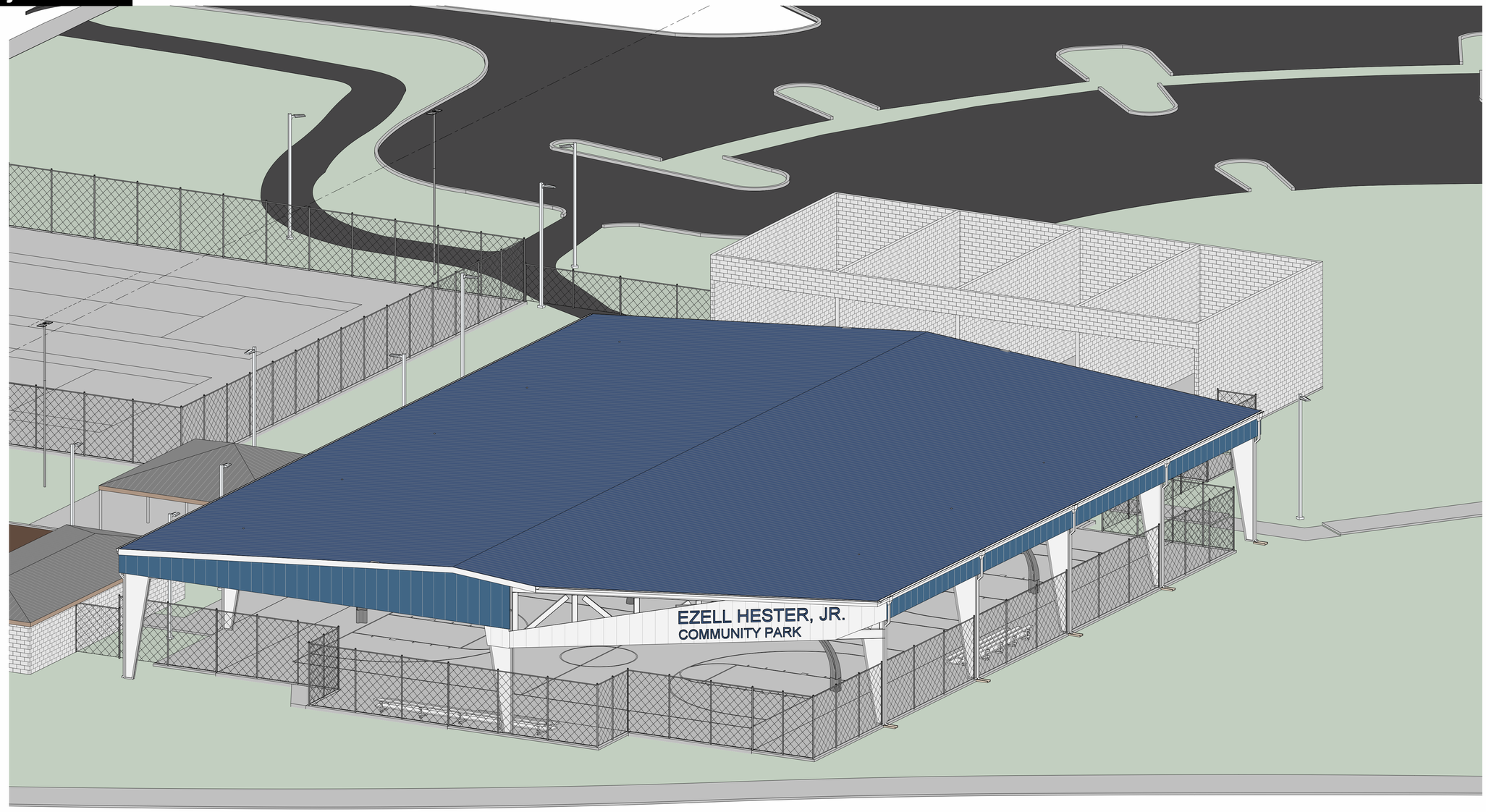
REVISION:

EXTERIOR ELEVATIONS

A-2.00

\\westarch\Data\Architecture+Design\A-D - Projects\23 PROJECTS\A23-028 - Hester Park - Airnasium\05 Construction Documents\A23-028 - Hester Park - Airnasium.rvt

Exhibit C - Project Plans



1 A-5.00 ISOMETRIC VIEW



2 A-5.00 PERSPECTIVE VIEW

MATTHEW F. WEST
AR 93859

WEST
ARCHITECTURE
+ DESIGN, LLC
AA26001503

820 NORTH 4TH. STREET
LANTANA, FL 33462
561-588-2027 T
561-582-9419 F

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CONSULTANT:

964

RENOVATION FOR

HESTER PARK AIRNASIUM

1901 N. SEACREST BLVD.
BOYNTON BEACH, FLORIDA 33435

DATE:	05-13-24
NUMBER:	A23-028
REVIEWED:	MW
MANAGED:	PG
DRAWN:	SP

REVISION:

ISOMETRIC & PERSPECTIVE VIEWS

A-5.00

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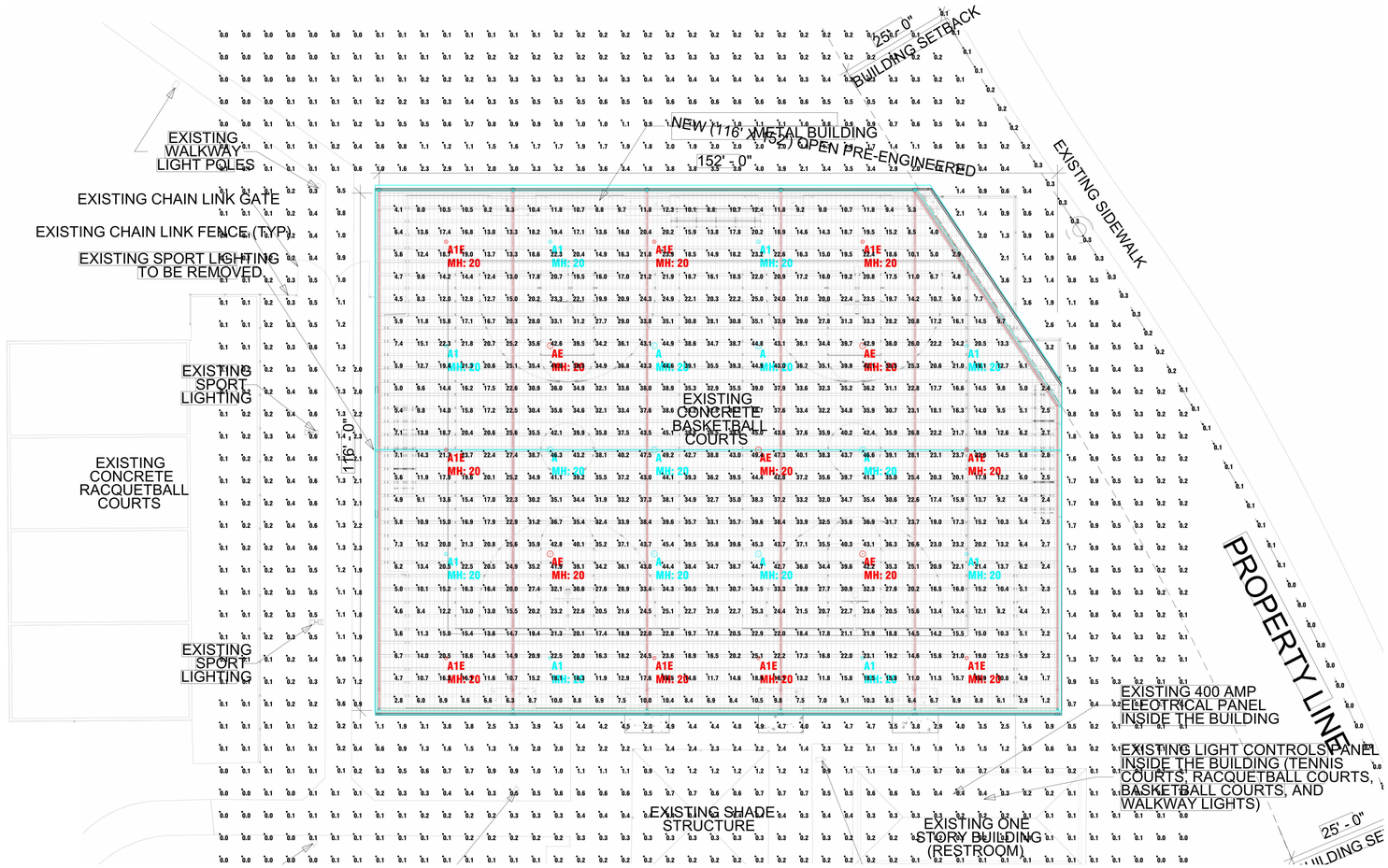
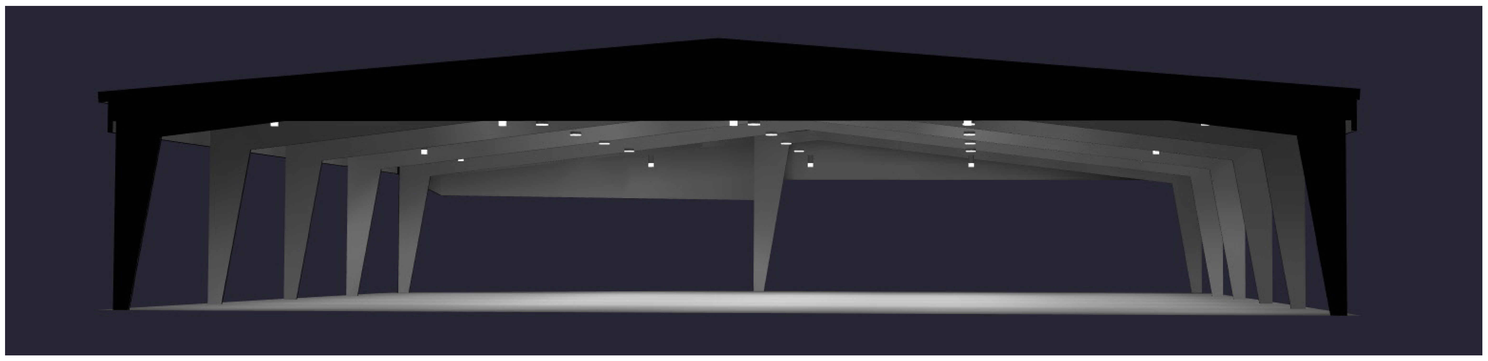
Exhibit C - Project Plans



Scale: 1 inch = 15 Ft.



Luminaire Schedule								
Project: 7_26_2024 HESTER PARK AIRNASIUM, BOYNTON BEACH - REV3								
Symbol	Qty	Label	Arrangement	Lum. Lumens	LLD	Luminaire Watts	Total Watts	Description
+	7	A	Single	25486	0.900	240	1680	METEOR W52-240W-600-UNV-xx-WD-xx-xx
+	8	A1	Single	7667	0.900	80	640	METEOR AS10-80-400-UNV-xx-WD-xx-xx
+	9	A1E	Single	7667	0.900	80	720	METEOR AS10-80-400-UNV-xx-WD-xx-xx-EMP(20W)
+	5	AE	Single	25486	0.900	240	1200	METEOR W52-240W-600-UNV-xx-WD-xx-xx-EMP(20W)

Calculation Summary								
Project: 7_26_2024 HESTER PARK AIRNASIUM, BOYNTON BEACH - REV3								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	CV
AIRNASIUM - 3' AFF	Illuminance	Fc	22.39	49.4	1.2	18.66	41.17	0.53
BLDG EXTERIOR	Illuminance	Fc	0.64	4.9	0.0	N.A.	N.A.	N.A.
PROPERTY LINE	Illuminance	Fc	0.04	0.3	0.0	N.A.	N.A.	N.A.
COURTS - 3' AFF	Illuminance	Fc	29.47	49.4	4.8	6.14	10.29	0.32

Disclaimer:
SESCO Lighting provides this photometric report for purposes of comparison with other lighting products and the layout. The information provided is based on standardized industry procedures.

This laboratory performance will always differ from that observed in the field due to a great number of variables, both known and unknown (installation methods, power quality, lamping, recoverable and non-recoverable light loss factors, etc.)

In general, SESCO Lighting considers numerical studies to be predictive in that they cannot characterize the visual performance of any luminaire, single or grouped. As such, specific decisions must be thoroughly tested upon experience, consultation with the manufacturer, and, above all, common sense.

SESCO LIGHTING

Sales Rep: Cory Lawson
Office: Ft. Lauderdale
Contact: (850) 572-2827
Photometrics: L. Zemanian

HESTER PARK AIRNASIUM
BOYNTON BEACH, FL
REV3

Date:7/26/2024

MATTHEW F. WEST
AR 93859

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CONSULTANT:

965

RENOVATION FOR

HESTER PARK AIRNASIUM

1901 N. SEACREST BLVD.
BOYNTON BEACH, FLORIDA 33435

DATE:	05-13-24
NUMBER:	A23-028
REVIEWED:	MW
MANAGED:	PG
DRAWN:	SP

REVISION:
1 07-26-24 BUILDING DEPARTMENT COMMENTS

PHOTOMETRIC PLAN

1

PH-1.00

\\west-arch\Data\Architecture+Design\A-D Projects\2023 PROJECTS\A23-028 Hester Park - Airnasium\03-Construction Documents\A23-028 - Hester Park - Airnasium.rvt

EXHIBIT "D"

Conditions of Approval

Project Name: Hester Park Airnasium
File number: MSPM-2024.06.52187
Reference: 2nd review of plans identified as a Major Site Plan Modification submitted on July 29, 2024.

DEPARTMENTS	INCLUDE	REJECT
ENGINEERING / PUBLIC WORKS / FORESTRY / UTILITIES		
Comments: None		
FIRE		
Comments: None		
POLICE		
Comments: None		
BUILDING		
Comments: None		
PARKS AND RECREATION		
Comments: None		
PLANNING AND ZONING		
Comments:		
1. The application request must be publicly advertised in accordance with Ordinances 04-007 and 05-004. An affidavit with attachments (ownership list, radius map, and copy of mailing labels) is required to be provided to the City Clerk and Planning & Zoning two (2) weeks prior to the first public hearing	X	
2. Revisions to the approved plans that substantially change the site design may require an approved Site Plan Modification application prior to permitting.	X	
CITY COMMISSION CONDITIONS		
Comments: TBD		



Ezell Hester Park

Proposed Airnasium for Community Sportsplex

Project Overview

- What is an Airnsaium?

  An Airnasium is a state-of-the-art open-air steel structure designed to provide shade and shelter that gives a versatile space for recreational activities.

- Location: 1901 N Seacrest Blvd

  The Airnasium will be located at Ezell Hester Park. The location is easily accessible for local residents and approximately 200ft from the nearest bus stop for visitors.

- Request

  Major Site Plan Modification (MSPM-2024.06.52187) approval of an approximately 17,500 square-foot Airnasium over the existing basketball courts at Ezell Hester Jr. Community Park

Site Location/Aerial



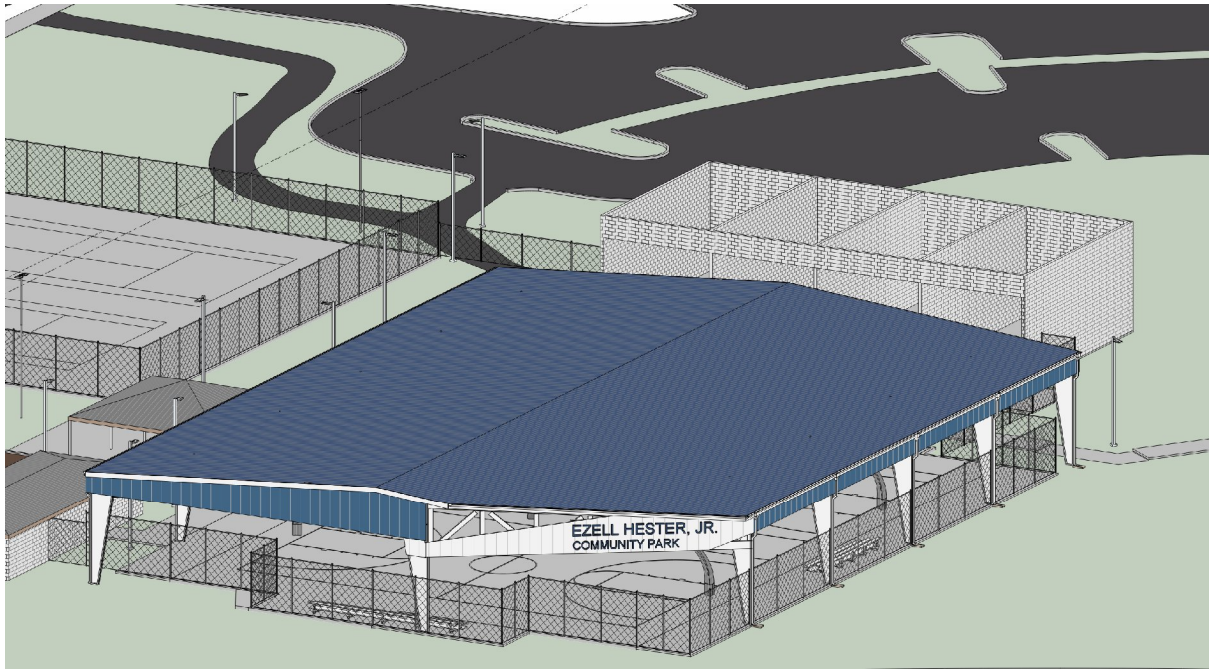
Airnasium Design Features

- Approximately 17,500 SF.
- Insulated roof to mitigate heat
- LED fixtures for adequate lighting and energy savings
- Backlit Park Sign

Airnasium Benefits

- Year-round Comfort
- Durability and Low Maintenance
- Ideal for sports facilities and community gatherings
- Can enhance the quality of life for individuals and the community.
- Option to add Solar Panels for future energy savings.

Isometric and Prospective View





Site Improvements

- BASKETBALL COURTS
  - Removal/replace existing courts as necessary to accommodate the new structure
  - Construct a new pre-engineered metal,clear span structure Airnasium.
  - Re-stripe and re-surface existing basketball courts.
- SIGNAGE
  - New backlit wall mounted sign on the exterior of the building with the park name
- SITE LIGHTING
  - Site lighting will include the new circular high bay ceiling lights and walk way lighting on the exterior of the building.

Project Scope

- The project involves the construction of a new Airnasium building of approximately 17,500 SF

Project Costs

- Estimated 1.7M
- Grant Funding : To Be Determined

Project Timeline

- Anticipated Project Start Up Oct. ’24
- Anticipated Project Completion – June ‘25

CONCLUSION

Request

- **Major Site Plan Modification (MSPM-2024.06.52187)** approval of an approximately 17,500 square-foot Airnasium over the existing basketball courts at Ezell Hester Jr. Community Park





Benefit

- The new Airnasium over the basketball courts will provide shade/shelter year round and will be ideal for sports events and community gatherings.

THANK YOU & QUESTIONS

CITY OF
BOYNTON
BEACH

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Receive update on the status of future agenda items.

Requested Action: In order to provide the City Commission and public up to date information with respect to future agenda items, staff have initiated a tracking sheet for all future agenda items. Attached is the updated tracking sheet as of September 17th, 2024.

Explanation of Request: In order to provide the City Commission and public up to date information with respect to future agenda items, staff have initiated a tracking sheet for all future agenda items. Attached is the updated tracking sheet as of August 13th, 2024.

How will this affect city programs or services? N/A

Fiscal Impact: N/A

Attachments:
Future Agenda Status Update_092324.pdf

Future Item(s)	Description	Requested By:	Department	Employee	Status	Date on CC agenda
-	Overview and Discussion of Draft cleanliness plan	Mayor Penserga.	Public Works	Kevin Ramsey	Staff initially created a beautification plan and after receiving feedback from the Mayor transitioned to a Cleanliness Plan. Staff met with the Mayor on 7/19/24 and are in the process of finalizing a draft cleanliness plan for review and discussion by City Commission.	September 23, 2024
A	Discussion regarding adding a Sister City from Ireland.	Vice Mayor Kelley.	City Clerk	Maylee De Jesus	City Clerk has spoke to sister cities and this items is set for discussion.	October 1, 2024
B	Update on upgrades to water treatment plants to meet future drinking water regulations.	Mayor Penserga.	Utilities	Poonam Kalkat	Staff met with the Mayor, and the City has an open solicitation to hire a consultant to evaluate treatment options for emerging contaminants and other known future drinking water regulations. Staff anticipates a consultant to be on board in the next month and will work with the consultant to provide information to the Commission in October.	October 15, 2024
C	Discussion regarding Artificial Turf Ordinance.	Commissioner Turkin.	Planning & Development	Amanda Radigan	Staff contacted Commissioner via email on 7/24/24. A meeting to discuss was held on 8/13.	October 15, 2024
D	Discussion regarding Rapid Re-housing Program.	Mayor Penserga.	City Manager	Candace Walls	RJ had a preliminary meeting with Mayor Penserga. Staff needs an additional meeting with Mayor to discuss this item further.	October 15, 2024
E	Discussion regarding additional digital signs.	Commissioner Hay.	Public Affairs	Dani Moschella	In the process of mapping optimal locations for additional digital signs, as well as identifying a vendor to create and install new signage. Will keep the City Commission updated on progress and will schedule a presentation when vendor is located. Time estimate: 2-3 months.	November 4, 2024
F	Discussion regarding City entry way signage.	Mayor Penserga.	Public Affairs	Dani Moschella	Staff have begun preliminary mapping of existing city signage, identifying signs that require refurbishment or repair, as well as possible location for new welcome or locator signage. Met with planner John Stout regarding public art component of project and GIS analyst Jennifer Marangos about mapping. Will schedule meeting with Mayor Penserga when initial phase is complete. Meeting ETA: 1 month. Project ETA: 6 months	November 4, 2024
G	Discussion regarding Procurement Policies and Procedures, including local business preference.	Mayor Penserga and Com. Cruz.	Finance	Peter Kajokas	The City recently hired a new Division Director of Procurement which is expected to start on September 16, 2024. Once the employee is on board, staff will begin working on an updated policy.	December 3, 2024
H	Discussion regarding combining City properties together to create senior affordable housing .	Mayor Penserga.	Planning & Development	Amanda Radigan	Staff contacted Mayor via email on 7/24/24. He requested to meet with staff to further discuss. Meeting was set 7/26, however the mayor needed to reschedule. Pending meeting coordination. Reached out to Mayor again on 8/9 and 9/4. Pending meeting coordination	Pending meeting w/Mayor Penserga
I	Discussion regarding Amendments to the Code of Ordinances regarding flooding in the community.	Commissioner Cruz.	Building	Michael Baluyot	On 9/9/24 Staff requested, via email, a meeting with Commissioner Cruz to discuss amendments to the flood ordinance. Awaiting a response.	Pending meeting w/Commissioner Cruz
J	Discussion regarding Hazard Pay for Community Standards.	Commissioner Cruz.	Community Standards	Candace Stone	On September 17, 2024, I met with Commissioner Cruz and Lynn. We'll have a follow-up meeting at the end of October, once the requested research is completed.	Pending follow up meeting w/Commissioner Cruz
K	Discussion regarding requirements for Advisory Board Appointments.	Vice Mayor Kelley.	City Clerk	Maylee De Jesus	This item was transitioned from ACM Matos to City Clerk, staff left a voicemail with VM Kelley on 9/16 to to get up to speed on changes she would like to see.	Pending meeting w/Vice Mayor Kelley

City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Proposed Resolution No. R24-223- Ratification of FY 24-25 CRA Budget.

Requested Action: Staff recommends approval of Proposed Resolution No. R24-223.

Explanation of Request: The Community Redevelopment Agency is a Special District created by the City Commission. Florida Statutes require that the budget of special districts be contained within the general budget of the local governing authority and clearly stated as a budget of the dependent district. The Community Redevelopment Agency FY 2024-2025 budget was approved on September 10, 2024. The attached resolution completes the annual process of accepting and approving the CRA budget.

Fiscal Impact: There is no fiscal impact to the budget for this item.

Attachments:
R24-223 Agenda_Item_2154-2023_Resolution_for_CRA_Budget.docx
Exhibit A to Resolution - Resolution No R24-02 Fully Executed with Budget Attached.pdf

RESOLUTION NO. R24-223

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA, RATIFYING THE 2024-2025 ANNUAL BUDGET FOR THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY; AND FOR ALL OTHER PURPOSES.

WHEREAS, the Boynton Beach Community Redevelopment Agency was created by Ordinance of the City Commission pursuant to Chapter 163, Florida Statutes. The Redevelopment Agency has been designated a Florida Special District; and

WHEREAS, Florida Statutes 189.016 provides that the proposed budget of a dependent special district must be contained within the general budget of the local governing authority to which it is dependent and be clearly stated as the budget of the dependent district. However, with the concurrence of the local governing authority, a dependent district may be budgeted separately. The dependent district must provide any budget information requested by the local governing authority at the time and place designated by the local governing authority; and

WHEREAS, a local governing authority may, at its discretion, review the budget or tax levy of any special district located solely within its boundaries; and

WHEREAS, the Boynton Beach Community Redevelopment Agency's Fiscal Year 2024-2025 budget was approved by the CRA Board on September 10, 2024, by Resolution No. R24-02; 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 adoption of the Boynton Beach Community Redevelopment Agency's 2024-2025 annual budget.

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 ratify the adoption of the Boynton Beach Community Redevelopment Agency's 2024-2025 annual budget, in form and substance similar to that attached as "Exhibit A."

SECTION 3. This Resolution shall take effect in accordance with law.

PASSED AND ADOPTED this _____ day of _____ 2024.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Ty Penserga	____	____
Vice Mayor – Aimee Kelley	____	____
Commissioner – Angela Cruz	____	____
Commissioner – Woodrow L. Hay	____	____
Commissioner – Thomas Turkin	____	____
VOTE	_____	

ATTEST:

_____
Maylee De Jesús, MPA, MMC
City Clerk

_____
Ty Penserga
Mayor

(Corporate Seal)

APPROVED AS TO FORM:

_____
Shawna G. Lamb
City Attorney

RESOLUTION NO: R24-02

RESOLUTION OF THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY ADOPTING A BUDGET FOR THE FISCAL YEAR OCTOBER 1, 2024 TO SEPTEMBER 30, 2025, AND PROVIDING AN EFFECTIVE DATE.

W I T N E SS E T H:

WHEREAS, the BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY (BBCRA), in order to implement its Community Redevelopment Plan and provide for its operating expenses, has prepared a Budget for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, attached hereto as Exhibit "I"; and

WHEREAS, the Board has determined that said Budget is in the public's interest and is necessary to implement the BBCRA's goals and objectives.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Budget attached hereto as Exhibit "I" for financial operations of the Boynton Beach Community Redevelopment Agency for the period from October 1, 2024 through September 30, 2025 is hereby adopted.
2. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 10th day of September, 2024.

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Ty Penserga, Chair

T. Penserga	✓
A. Cruz	✓
W. Hay	✓
T. Turkin	✓
A. Kelley	✓

FISCAL YEAR 2024-2025 BUDGET









BOYNTON BEACH CRA
COMMUNITY REDEVELOPMENT AGENCY

CRA FUNDING/USES		FY24/25	
Tax Increment Revenue		24,279,354	
Boynton Harbor Marina Fuel Dock & Slips Revenue		1,300,000	
		-	
		-	
Total Revenue		**25,579,354**	
Debt & Operating Expenses			
Debt Service		2,317,425	
Operating Expenses		4,370,284	**Approx. 18% of TIRFA**
Marina		1,300,000	
Sub-Total Debt & Operating Expenses		7,987,709	
Tax Increment Revenue Funding Agreement (TIRFA) Payments - Contractual Obligations			
Preserve (75% Yrs 1-5; 25% Yrs 6-10)	Year 10►	37,131	
500 Ocean (75% Yrs 1-4; 50% Yrs 5-7; 25% Yrs 8-10)	Year 6►	402,118	
Wells Landing Apartments LLC (100% 15 years) - Years 1-14 $109,219, Year 15 $109,214	Year 1►	109,219	
Ocean One - Phase One (75% Yrs 1-7; 50% Yr. 8)			
Ocean One - Phase Two (75% Yrs 1-7; 50% Yr. 8)			
Townsquare Funding (until FY 2044-2045)	Year 6►	3,550,000	
Sub-Total TIRFA Payments		**4,098,468**	

Remaining Project Fund Budget for Allocation (Revenue - Debt Service,Operating & TIRFA)	**13,493,177**

Total CRA contribution to Town Square over 20 years = $83,850,000

NOTE: Database from Property Appraiser received 7/15/2024

BBCRA FISCAL YEAR 2024-2025 PROJECT FUND WORKSHEET		Allocation Amount		$ 13,493,177		
CRA Plan District	**Projects: FY 2024-2025**	Estimated FY 23/24 Rollover Balances as of 7/25/2024		CRA Board Proposed FY 24/25 Project Fund Allocations		Project Fund Line Item Allocation Total (including any Rollover as of 7/25/2024)
District Wide	**Master Interlocal Agreements - Jaycee Park Design ($100k), Pence Park Design & Permit ($400k), Senior Center Design ($100k), MLK Streetscape ($550k), Harvey Oyer Park ($100k), Centennial Park Design ($500k), Cottage District Rd Improvements Design ($200k)**	$ 600,000		**$ 1,350,000**		$ 1,950,000
District Wide	**Engineer/Project Manager ($160k with benefits per COBB Budget Mtg)**	$ 160,000		**$ -**		$ 160,000
District Wide	**Joint Infrastructure Projects**	$ 165,750				$ 165,750
Heart of Boynton	**Future Grocery Store in District 2**	$ 561,642		**$ 838,358**		$ 1,400,000
Heart of Boynton	**Local Match for stormwater**	$ 250,000		**$ -**		$ 250,000
Heart of Boynton	**MLK Entry Feature**	$ 200,000				$ 200,000
Boynton Beach Blvd	**BB Boulevard Streetscape Improvement Project**	$ -		**$ 250,000**		$ 250,000
Federal Highway	**Historic Woman's Club of BB, ongoing Renovations (ILA with City)**	$ 100,000		**$ 110,000**		$ 210,000
Downtown District	**Marina ERM Monitoring Wells and Potential Remediation**	$ 273,613		**$ -**		$ 273,613
Downtown District	**Marina Seawall**	$ 500,000		**$ 2,750,000**		$ 3,250,000
District Wide	**Parking Garage**	$ 1,385,825		**$ 614,175**		$ 2,000,000
District Wide	**Property Acquisition**	$ 1,551,849		**$ 5,729,790**		$ 7,281,639
District Wide	**Property Maintenance for Ocean Ave Properties and Post Office**	$ 299,550		**$ 450**		$ 300,000
District Wide	**Neighborhood Officer Program (NOPs) 6th year of program -**	$ 200,000		**$ 658,406**		$ 858,406
District Wide	**Commercial Economic Redevelopment Grants**	$ 468,934		**$ 131,066**		$ 600,000
District Wide	**Business Development & Promotions**	$ 212,222		**$ 434,950**		$ 647,172
District Wide	**Business Promotional Marketing**	$ 218,604		**$ -**		$ 218,604
District Wide	**Site Work, Demolition & Environmental**	$ 207,141		**$ 50,000**		$ 257,141
District Wide	**Professional Development Services** (Arch/Eng,Appraisals/Feasibility,etc.)**	$ 248,150				$ 248,150
District Wide	**Ride Share**	$ -		**$ 400,000**		$ 400,000
District Wide	**Development Project Related Legal Services*** **	$ 84,018		**$ 175,982**		$ 260,000
District Wide	**CRA Plan**	$ 300,000		**$ -**		$ 300,000
District Wide	**Contingency**	$ 200,000		**$ -**		$ 200,000
		$ 8,187,298		**$ 13,493,177**		**$ 21,680,475**
	ALLOCATION BALANCE REMAINING			**$ 0**		

Boynton Beach CRA
General Fund - Budget Summary - FY 2024-2025

	▼ FY 2024-2025 Budget		FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget	2024-2025 vs. Prior Year Increase/(Decrease) Amount	%
REVENUES						
Tax Increment Revenue (TIF)	$ 24,279,354	(i)	$ 21,496,558	$ 21,496,558	$ 2,782,796	11%
Marina Rents & Fuel Sales	$ 1,300,000		$ 1,100,000	$ 1,100,000	$ 200,000	15%
Budget Amendment #1 2/13/2024				$ 1,678,357		
Total Revenues	**$ 25,579,354**		**$ 22,596,558**	**$ 24,274,915**	**$ 1,304,439**	5%
EXPENSES						
CRA Board & Advisory Board	**$ 64,300**	(ii)	**$ 79,750**	**$ 79,750**	**$ (15,450)**	**-24%**
Administration & Operations						
Executive Department	$ 621,490		$ 543,555	$ 525,736	$ 95,754	15%
Finance Department	$ 313,955		$ 278,101	$ 278,101	$ 35,854	11%
Planning & Development Department	$ 258,309		$ 229,052	$ 229,052	$ 29,257	11%
Marketing & Business Development	$ 285,455		$ 261,367	$ 261,367	$ 24,088	8%
Business Development and Promotions Department	$ 194,421		$ 159,608	$ 159,608	$ 34,813	18%
Taxes, Employee Benefits, Compensated Absences, Workers Comp	$ 773,000	(iii)	$ 766,751	$ 784,570	$ (11,570)	-1%
Sub-Total	**$ 2,446,630**		**$ 2,238,434**	**$ 2,238,434**	$ 208,196	9%
Other General Fund Expenses						
Insurances	$ 400,494		$ 340,516	$ 340,516	$ 59,978	15%
Professional Services	$ 339,000		$ 294,000	$ 294,000	$ 45,000	13%
Buildings, Grounds, Maintenance	$ 917,000		$ 734,000	$ 734,000	$ 183,000	20%
Information Technology	$ 102,860	(iv)	$ 113,300	$ 113,300	$ (10,440)	-10%
Contingency	$ 100,000		$ 100,000	$ 100,000	$ -	0%
Sub-Total	**$ 1,859,354**		**$ 1,581,816**	**$ 1,581,816**	$ 277,538	15%
Boynton Harbor Marina Fuel Dock & Slips Expenses	**$ 1,300,000**		$ 1,100,000	$ 1,100,000	$ 200,000	15%
Total General Fund Operating	**$ 5,670,284**		**$ 5,000,000**	**$ 5,000,000**	**$ 670,284**	12%
Operating Transfers Out						
Transfer to Debt Service Fund	$ 2,317,425		$ 2,135,817	$ 2,135,817	$ 181,608	8%
Transfer to Project Fund	$ 17,591,645		$ 15,460,741	$ 17,139,098	$ 452,547	3%
Sub-Total	**$ 19,909,070**		**$ 17,596,558**	**$ 19,274,915**	**$ 634,155**	3%
Total General Fund Expenses & Transfers Out	**$ 25,579,354**		**$ 22,596,558**	**$ 24,274,915**	**$ (242,154)**	**-1%**

(i) Property values in CRA up 11%
(ii) Decrease due to ASL
(iii) Decrease due to decreasing workmen's comp
(iv) Decrease in Software

Boynton Beach CRA
Project Fund - Budget Summary

FUNDING SOURCES	2024-2025 Budget	2023-2024 Original Budget	2023-2024 Amended Budget	2024-2025 vs. Prior Year Increase/(Decrease) Amount	%
1. Rollover FY 2023-2024 (see Budget Overview)	**$ 8,187,298**	**$ 3,628,406**	**$ 3,628,406**	**$ 4,558,892**	**N/A**
				$ -	
2. Transfers in from General Fund				**$ -**	
Other Financing Sources/Transfers In	**$ 17,591,645**	**$ 15,460,741**	**$ 15,460,741**	**$ 2,130,904**	**14%**
				$ -	
3. Other Revenue/Financing Sources:				**$ -**	
1. Budget Amendment #1 2/13/2024			$ 1,678,357	**$ (1,678,357)**	
Total Funding Sources/Revenues & Transfers In	**$ 25,778,943**	**$ 19,089,147**	**$ 20,767,504**	**$ 5,011,439**	**24%**

EXPENSES	2024-2025 Budget	2023-2024 Original Budget	2023-2024 Amended Budget	2023-2024 vs. Prior Year Increase/(Decrease) Amount	%
Professional & Other Expenses					
Contingency	$ 200,000	$ 200,000	$ 200,000	**$ -**	**0%**
Professional Services	$ 1,008,150	$ 1,060,000	$ 1,060,000	**$ (51,850)**	**-5%**
Legal Services	$ 260,000	$ 250,000	$ 250,000	**$ 10,000**	**4%**
Sub-Total	**$ 1,468,150**	**$ 1,510,000**	**$ 1,510,000**	**$ (41,850)**	**-3%**
Capital Outlay					
Property Purchases	$ 7,281,639	$ 4,000,000	$ 5,128,357	**$ 2,153,282**	**42%**
BBWC Capital Improvements/Marina Seawall	$ 3,733,613	$ 1,306,513	$ 1,306,513	**$ 2,427,100**	**186%**
Site Work & Demolition Fees	$ 257,141	$ 300,000	$ 300,000	**$ (42,859)**	**-14%**
Infrastructure & Streetscape	$ 9,765,750	$ 8,597,467	$ 8,597,467	**$ 1,168,283**	**14%**
Sub-Total	**$ 21,038,143**	**$ 14,203,980**	**$ 15,332,337**	**$ 5,705,806**	**37%**
Economic Development & Housing Rehab Program					
Economic Development Grant Programs	$ 600,000	$ 556,600	$ 556,600	**$ 43,400**	**8%**
Marketing Program	$ 218,604	$ 245,000	$ 245,000	**$ (26,396)**	**-11%**
DIFA - Economic Development	$ 548,468	$ 661,167	$ 661,167	**$ (112,699)**	**-17%**
Sub-Total	**$ 1,367,072**	**$ 1,462,767**	**$ 1,462,767**	**$ (95,695)**	**-7%**
Projects & Programs					
Community Police Program	$ 858,406	$ 695,000	$ 695,000	**$ 163,406**	**24%**
Ride Share	$ 400,000	$ 400,000	$ 400,000	**$ -**	
Business Development & Promotions	$ 647,172	$ 574,000	$ 574,000	**$ 73,172**	**13%**
Sub-Total	**$ 1,905,578**	**$ 1,669,000**	**$ 1,669,000**	**$ 236,578**	**14%**
Total Project Fund Expenses	**$ 25,778,943**	**$ 18,845,747**	**$ 19,974,104**	**$ 5,804,839**	**29%**

BOYNTON BEACH CRA
FY 2024-2025
BUSINESS DEVELOPMENT BUDGET - 02-58400-445

EVENTS	DATE	2024/2025 BUDGET
BOYNTON BEACH BUCKS	A business promotional program to provide economic support to local businesses through targeted campaigns that will be promoted both digitally and in-person at events.	
	Total Boynton Beach Bucks	**$53,604**
PROMOTIONAL VIDEOS	Videos to promote various BBCRA projects and initiatives - Project Spotlights, Bon Appetit Boynton Beach, Business Development Videos,Tutorial Videos for Economic Development Toolkit	
	Total Promotional Videos	**$50,000**
PROMOTIONAL PHOTOS	Photos to capture BBCRA projects and initiatives, business features, grand openings, etc.	
	Total Promotional Photos	**$25,000**
BUSINESS BOOSTER PROGRAM	A business development program to empower local businesses with the knowledge and tools needed for success and growth through workshops and other specialized activations.	
	Total Business Booster Program	**$40,000**
SOCIAL MEDIA OUTREACH PROGRAM MARKETING GRANT	A grant program to provide financial assistance to local businesses who would like to enhance their digital marketing efforts.	
	Total Social Media Outreach Program	**$50,000**

TOTAL COST OF MARKETING ►	**$218,604**

BOYNTON BEACH CRA
FY 2024 - 2025
BUSINESS PROMOTIONS BUDGET - 02-58500-480

BUSINESS PROMOTIONS	TENATIVE DATES	2024/2025 BUDGET
ROCK THE BLOCK	Saturday,October 12, 2024	
100 NE 4th Street		
	Total Rock the Block	**$40,000**
HOLIDAY LIGHT/DECOR INSTALLATION	December 2024	
Dewey Park - 100 NE 4th Street		**$13,000**
Boynton Harbor Marina - 735 Casa Loma Blvd.		**$14,000**
Heart of Boynton District - MLK Jr. Blvd. & Secreast Blvd.		**$13,000**
	Total Holiday Light/Décor Installation	**$40,000**
HOLIDAY BOAT PARADE	Friday, December 13, 2024	
735 Casa Loma Boulevard		
	Total Holiday Boat Parade	**$40,000**
BOYNTON BEACH SPRING MARKET	Saturday, March 22, 2025	
	Total Boynton Beach Spring Market	**$65,000**
ROCK THE PLAZA		
Ocean Palm Plaza - 1600 N, Federal Highway	Saturday, April 26, 2025	**$30,000**
Ocean Plaza - 640 East Ocean Avenue	Saturday, May 17, 2025	**$30,000**
Heart of Boynton Shops - 118 E. MLK Jr. Blvd.	TBD	**$30,000**
One Boynton - 1351 S. Federal Highway	Thursday, June 26, 2025	**$30,000**
	Total Rock the Plaza	**$120,000**
ROCK THE MARINA & MARINA MONTH	Saturday, June 7, 2025	
120 E. Ocean Avenue		
	Total Rock the Marina	**$50,000**
BOYNTON BEACH NIGHT MARKET	Friday, July 25, 2025 & Saturday, July 26, 2025	
120 E. Ocean Avenue		
	Total Boynton Beach Night Market	**$80,000**
BON APPETIT BOYNTON BEACH - RESTAURANT MONTH	Launch in September 2025	
	Total Restaurant Month	**$58,000**
EQUIPMENT & SUPPORT		**$61,950**
RIBBON CUTTING/GROUND BREAKINGS		**$30,000**

TOTAL COST OF BUSINESS PROMOTIONS	**$584,950**
ROLLOVER	**$62,222**
TOTAL COST OF BUSINESS PROMOTIONS	**$647,172**

FY 2025 COMPREHENSIVE ANNUAL BUDGET- CRA NEIGHBORHOOD POLICING PROGRAM				
Category	FY 2024	QTY	FY 2025	Notes
Personnel				
Officer Salaries & Incentives *	350,913	4	442,098	Salary, Education Incentive
Officer Benefits-Pension	196,747	4	244,598	Pension
Officer Benefits	66,905	4	82,116	Healthcare, Dental, Vision, FICA
Officer Overtime	40,000	4	40,000	
Total Personnel Costs	**$ 654,565**		**$ 808,812**	
Operating Expenses				
Cell Phones Service Plan	3,000	4	3,500	Cell Phones for CRA Officers
Office Supplies / Misc Supplies	2,500		2,500	Office Supplies (incl printer/ copier)
Office Electric, Cable/ Internet, water/sewage	12,000	12	12,000	Monthly Operating Cost
Office Space Monthly Maintenance	2,000	12	2,000	AC Filters/Repairs etc.
Office Cleaning	2,000	12	2,000	City Cleaning Crew
Uniform	2,250	4	2,500	uniforms,belts
Community Events/Promotions	5,000	1	6,000	Youth Programs
Training	8,000	4	8,500	CPTED, STEP academy
Total Operating Expense	**$ 36,750**		**$ 39,000**	
Equipment				
Misc. Equipment - As needed	3,000	1	4,000	Misc. Equipment
Volcanic 2024 Approach Patrol Bike		2	3,598	
Volcanic Frame Bike Patrol Bags		4	716	
Niterider Digital Patrol LED Police Bike Liight		4	2,000	
Niterider Police Tail Light		4	280	
Total Equipment Costs	**$ 3,000**		**$ 10,594**	
Total Proposed Program Expenses	**$ 694,315**		**$ 858,406**	
FY 2025 ILA Amount			**$ 858,406**	

NOTE: All amounts provided by Police Department with exception of Contingency and ILA amount for FY 2024-2025
***Salary and Benefits are subject to change as a result of an ongoing contract renegotiation.**

Boynton Beach CRA
Debt Service Fund - Budget Summary

Dept. #	Funding Source	FY 2024-2025 Budget	FY 2023-2024 Original Budget	FY 2023-2024 Amended Budget
49900	**Transfers In from General Fund**	**$ 2,317,425**	**$ 2,134,817**	**$ 2,134,817**
	Expenses			
	Series 2012 (formerly Series 2004 & Series 2005A) - PNC Bank			
59800-814	Principal	$ 1,487,000	$ 1,512,000	$ 1,512,000
59800-824	Interest	$ 77,235	$ 115,942	$ 115,942
	Sub-Total	$ 1,564,235	$ 1,627,942	$ 1,627,942
	Series 2015 (formerly Series 2005B) - BB&T			
59800-815	Principal	$ 705,000	$ 445,000	$ 445,000
59800-826	Interest	$ 47,190	$ 61,875	$ 61,875
	Sub-Total	$ 752,190	$ 506,875	$ 506,875
59800-830	**Financial Agent Fees**	$ 1,000	$ 1,000	$ 1,000
	Total Debt Service Expenses	**$ 2,317,425**	**$ 2,135,817**	**$ 2,135,817**

BOYNTON BEACH CRA
TAX INCREMENT REVENUE ("TIR") ESTIMATE - FY 2024-2025

As of: August 23, 2024

1. ASSESSED VALUATIONS

	FY 2023-2024	FY 2024-2025	
ASSESSED VALUES	$ 2,147,054,539	$ 2,408,632,265	(a)
		Estimate ▲	
		As of: 6/27/2024	
Chg. from Prior Year		$ 261,577,726	
		12.2%	

2. TAX INCREMENT REVENUE - ESTIMATED FOR NEW BUDGET YEAR

	FY 2023-2024	FY 2023-2024 Estimates	
Assessed Values	$ 2,147,054,539	$ 2,408,632,265	
Less Base Year Value	$ 309,821,849	309,821,849	
TIR Taxable Value	$ 1,837,232,690	2,098,810,416	
95% of Difference	$ 1,745,371,056	$ 1,993,869,895	
(Per Florida Statutes Chapter 163.387(1)(a) Redevelopment Trust Fund)			
		Assumptions	
		No Millage Change City & County	
Millage Rates			
City	7.8500	7.8000	
County	4.5000	4.5000	
			% of Total TIR
Tax Increment Revenue			
City	$ 13,701,163	$ 15,552,185	63%
County	$ 7,854,170	$ 8,972,415	37%
Sub-Total	$ 21,555,333	$ 24,524,600	
1.0% for True-Up	$ -	$ 245,246	1.0% for True-Up
Net TIR	$ 21,555,333	$ 24,279,354	
		▲ Budgeted	
Change from Prev. Year			
Amount		$ 2,724,021	
%		12.6%	

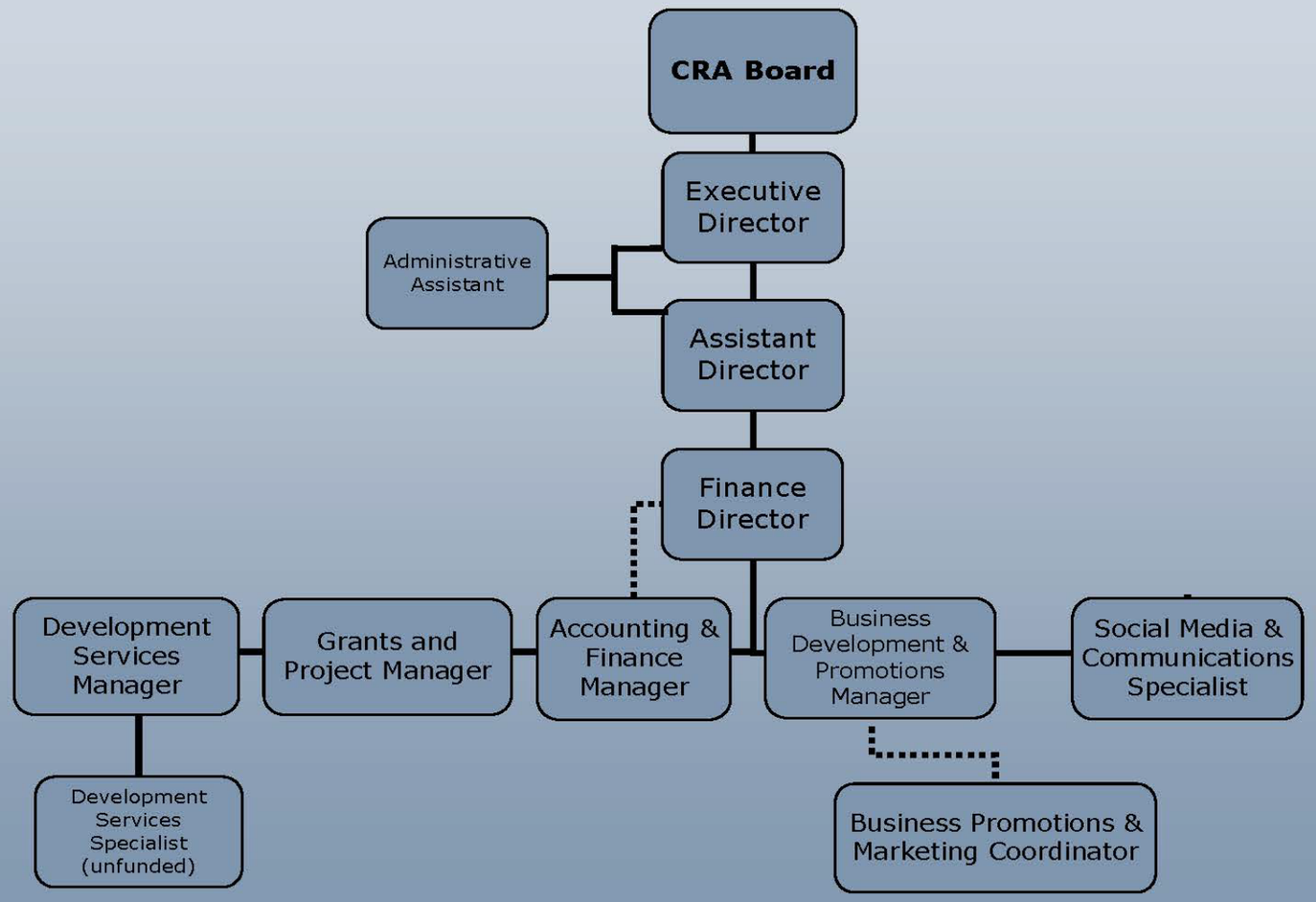
(a) The Property Appraiser will issue revisions to the CRA's taxable values at the end of June 2024, and in early October 2024, with a final certified tax value in mid-2025. The CRA's budgeted tax increment revenue will be based on the first, or May 28, 2024, "Estimates of Taxable Values" with a 1% deduction for the final Property Appraiser certified tax adjustments ("true-up") in mid- 2025

Boynton Beach Community Redevelopment Agency
FY 2024-2025 Budget - Personnel

	Position	Personnel FY 2023-2024 No.	Personnel FY 2024-2025 No.
1	Executive Director	0	1
2	Assistant Director	1	1
3	Finance Director	1	1
4	Accounting and Finance Manager	1	1
5	Development Services Manager	1	1
6	Grants and Project Manager	1	1
7	Business Development and Promotions Manager	1	1
8	Business Promotions & Marketing Coordinator	1	1
9	Social Media Communications Specialist	1	1
10	Administrative Assistant	1	1
	Total Personnel	**9**	**10**

Executive Director Position Vacant

Boynton Beach CRA Organization Chart FY 2024—2025



City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Discussion and review of draft cleanliness plan.

Requested Action: Requested by Mayor Penserga

Fiscal Impact: No fiscal impact at this point as this is just a discussion.

Attachments:
Cleanliness_Strategy_Table.docx
Clean City Action Plan.pptx
SBYB2TCH224082209340.pdf

Clean City Action Plan 2024-2025

Lead Department(s)	Focus Area	Current Process	Action Item(s)	Target Completion Date
Public Works	Sidewalk Pressure Washing	An invitation to bid was published on August 27, 2024, to pressure wash all sidewalks on the major corridors biennially. A meeting with the local Pressure Washing vendors was held on August 28th, 2024, at 3:00 p.m. to review the bid requirements. The vendors were provided with the location of the sidewalks and square footage of the sidewalks included in the bid. The bid closed on 9/6/24 and the project is slated to begin Fall 2024. We are hoping to expand this project to include City buildings (exterior) as well.	Pressure wash all sidewalks on the major corridors. Below is the total square footage of sidewalks inventoried: <u>North and South Roads:</u> Total Square feet of sidewalks on N/S Roads: 924,528 Square Feet <u>East and West Roads:</u> Total Square feet of sidewalks on E/W Roads: 479,952 Square Feet	Spring 2025
Public Works	Adopt a Road	An Adopt a Road program was created and presented to the City Commission on July 16, 2024. We are now working set up the process of automating the application and payment for the website. Then we will work on uploading the web page to provide the link for the application and payment. Additionally, we will be working with Marketing on the promotion of the program. The go live date is scheduled for October 1, 2024.	Create an Adopt a Road program. The volunteer organization will enter into an agreement with the City, during which they agree to conduct litter removal at regularly scheduled intervals.	Winter 2024
Public Works	Street Sweeping	The City maintains sidewalks, pavements, and street signs that are not private or part of a homeowner's association. The City spends $160,036.92 annually on street sweeping. The street sweepers remove on average 12,332 lbs. of debris each month, which equates to 147,984 lbs. or 73.99 tons annually. The City has also established set routes that are completed on a weekly basis, totally approximately 130 miles per week. *Possible alternatives to expanding services and raising costs is to perform alternate sweeping locations for example: o 1st Week of the month perform normal Route as attached, o 2nd Week of the month Perform 130 miles of only Neighborhood Sweeping o 3rd Week of the month perform Normal Route as attached o 4th Week of month perform 130	Identify areas that have high volume of trash and compare to current frequency of street sweeping. Evaluate routes and adjust based on areas that are identified as experiencing high volumes of trash.	Summer 2025

		miles of only Neighborhood Sweeping		
Public Works	New Division – Streets and Beautification Division	The City plans to create a new Division (Streets and Beautification Division) under Public Works that will merge the Streets Division with a new beautification program. This new Division will be responsible for contract management for street sweeping, right of way landscape maintenance, repair and maintenance of citywide sidewalks and streets, public swale tree trimming, maintenance, coordination, and maintenance of our tree canopy with other Divisions (Sustainability, Parks, etc.). The Division Director and four Crew Worker positions will be posted in FY2025 (after budget approval).	1.) Post the requisition for the new Division Director. Once hired, contracts and other duties will be transferred to this Division. Division Director will also establish schedule for litter pickups on major corridors. 2.) Once Division Director has been hired, create 2 to 4 Field Technician positions to begin scheduled litter pickups.	1.) Fall 2024 2.) Summer 2025

		coordination of litter, garbage, bulk trash and recycling inquiries and complaints, and maintenance and repair of irrigation systems along public right of ways.			
Community Standards, Legal	Community Appearance and Property Maintenance Code Updates	Part II of the City's Code of Ordinances sets the requirements for code compliance. Chapters 10 and 15 have defined standards for cleanliness for properties and public spaces.	Community Standards will work with the Legal Department to revise the existing Community Appearance and Property Maintenance ordinances to ensure the City is taking appropriate measures for cleanliness and beautification. The following ordinances will be updated: • Chapter 10, Sec 10-2, 10-22,10-24, 10-56 • Chapter 15, Sec 15-120	Fall 2025	
Public Works	Right of way appearance coordination with FDOT and Palm Beach County	The Streets and Beautification Division will inspect sidewalks, street signage, ADA transition of sidewalks along FDOT and PBC roads. Following each inspection, a report detailing the findings will be submitted to FDOT and PBC to requesting repairs be made to the areas noted in the report.	Begin conversations with FDOT and Palm Beach County to enhance maintenance in the non-City owned right of ways. The City will work with these organizations to assess current entryway features and appearances and strategize how we can clean up these entrances now before moving forward with enhancing architectural features.	Fall 2025	

<table>
<tr>
<td>Engineering and Arts and Culture</td>
<td>Traffic Control Boxes</td>
<td>The City does not currently have a program for wrapping traffic control boxes.</td>
<td>Wrap traffic control boxes at almost every intersection within city limits.

The City is currently working on obtaining required permits from FDOT and Palm Beach County since traffic control boxes are not on City property.</td>
<td>Spring 2025</td>
</tr>
<tr>
<td>Economic Development</td>
<td>Vacant Storefront Program</td>
<td>The City allocated $25,000 towards the program, which is designed to enhance the visual appeal of empty street-level commercial properties in Boynton Beach. This Program applies to commercial tenant spaces with storefront windows located on the ground level that are visible and accessible from the public right-of-way.</td>
<td>Program will be housed under Economic Development. When there is vacant commercial space, the City will be funding vinyl wraps to cover windows while stores are vacant. Funding is provided for printing, installation, and deinstallation of the vinyl wraps.</td>
<td>Program launched August 2024.</td>
</tr>
<tr>
<td>Public Works</td>
<td>Bus Stop Condition Assessment</td>
<td>Palm Tran is conducting a Bus Stop Condition Assessment. The project is ongoing and is anticipated to be completed in the next couple of weeks (could not give exact time). On August 27, 2024, an item went before the Board of County Commissioners to approve contracts so the construction can begin on prioritized bus stops.

Listed below are ten bus stops within Boynton Beach that are listed on the prioritization list. Of the ten, nine are new shelters, and one is being replaced:

<table>
<tr><th>Stop #</th><th>Location</th><th>New/Replacement</th></tr>
<tr><td>321</td><td>FEDERAL HWY at BOYNTON BCH BLVD</td><td>Replacement</td></tr>
<tr><td>174</td><td>FEDERAL HWY at MINER RD</td><td>New</td></tr>
<tr><td>498</td><td>FEDERAL HWY at MINER RD</td><td>New</td></tr>
<tr><td>178</td><td>FEDERAL HWY at GATEWAY BLVD</td><td>New</td></tr>
<tr><td>324</td><td>FEDERAL HWY at NE 15TH PL</td><td>New</td></tr>
<tr><td>180</td><td>FEDERAL HWY at NE 15TH AVE</td><td>New</td></tr>
<tr><td>186</td><td>FEDERAL HWY at BOYNTON BCH BLVD</td><td>New</td></tr>
<tr><td>193</td><td>FEDERAL HWY at WOOLBRIGHT RD</td><td>New</td></tr>
<tr><td>1178</td><td>MILITARY TRL at BOYNTON BCH BLVD</td><td>New</td></tr>
<tr><td>1090</td><td>MILITARY TRL at BOYTON BCH BLVD</td><td>New</td></tr>
</table>
</td>
<td>Complete an inventory and evaluation of all bus stops within city limits. Bus stops in areas determined to have a high volume of trash and litter will be flagged and trash cans will be added in the vicinity. Solid Waste will then create a schedule to provide waste
removal services for these cans.</td>
<td>Summer 2025</td>
</tr>
</table>

City Manager, Public Affairs	City Branding Elements	The City will be creating a branding strategy to ensure consistent stylization.	Map out areas where entryway displays can be added to enhance the existing branding elements.	Fall 2025



Clean City Action Plan

Public Works

- Streets and Beautification Division
- Sidewalk Pressure Washing
- Adopt A Road Program
- Street Sweeping
- Right of way appearance coordination
- Bus Stop Condition Assessment

Streets and Beautification Division

- Responsible for:
  - Contract management for street sweeping.
  - Right of way landscape maintenance.
  - Repair and maintenance of citywide sidewalks and streets.
  - Public swale tree trimming.
  - Maintaining tree canopy.



Sidewalk Pressure Washing

- An invitation to bid was published on August 27, 2024, to solicit bids to pressure wash all sidewalks on the major corridors biennially.
- A meeting with the local Pressure Washing vendors was held on August 28th, 2024, at 3:00 p.m.
- The vendors were provided with the location of the sidewalks and square footage of the sidewalks.



Sidewalk Inventory

Total square footage of sidewalks:

- **<u>North and South Roads</u>**: total square feet of sidewalks on N/S Roads: 924,528 square feet.
- **<u>East and West Roads:</u>** total square feet of sidewalks on E/W Roads: 479,952 square feet.





Adopt A Road

- An Adopt A Road program was created and presented to the City Commission on July 16, 2024.
- Working with IT on getting the application and payment process for the website automated.
- Next, we will upload the web page that provides the link for the application and payment.
- Coordinate with the Marketing Department on promoting the program.

Adopt A Road

Go live October 1, 2024.

The initial fee of $250.00 for the Adopt-A Road program which includes the first year and one sign will be waived.

There will be a fee of $100.00 for each additional year.

There will be a charge of $100.00 for each additional sign.

Street Sweeping



- The City spends $160,036.92 annually on street sweeping.
- Street sweepers remove an average of 12,332 lbs. of debris each month, which equates to 147,984 lbs. or 73.99 tons annually.
- Established set routes.
- 130 miles are swept on a weekly basis.

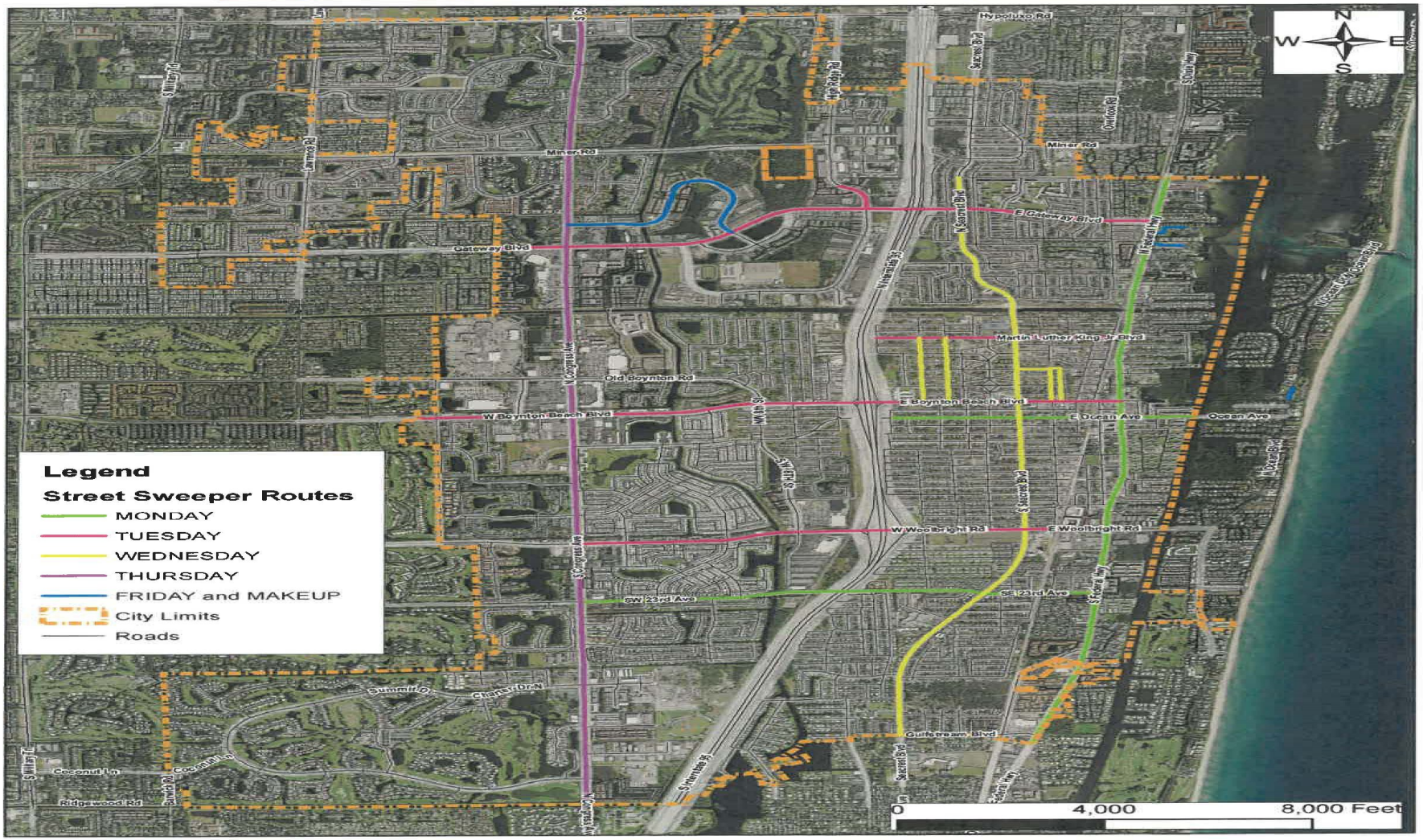
Street Sweeping



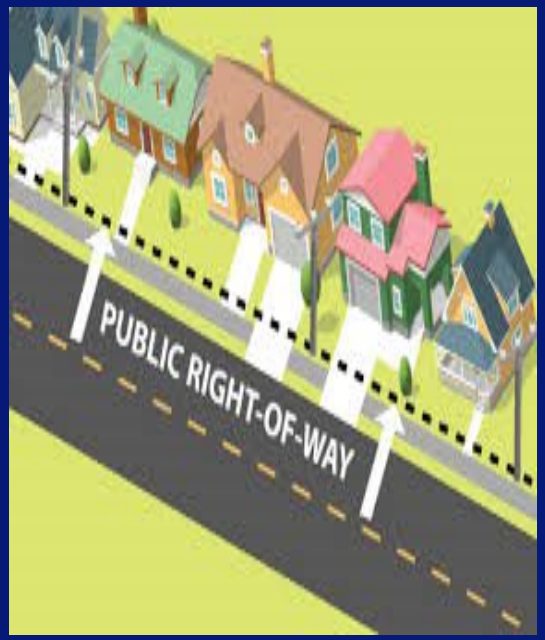
Possible options to expand services would be to alternate sweeping in different locations, for example:

- 1st week of the month perform normal route as attached.
- 2nd week of the month perform 130 miles of only neighborhood sweeping.
- 3rd week of the month perform normal route as attached.
- 4th week of month perform 130 miles of only neighborhood sweeping.

City of Boynton Beach Street Sweeper Routes



Right of Way Appearance Coordination



- Streets and Beautification Division will inspect sidewalks, street signage, ADA transition of sidewalks along FDOT and PBC roads.
- Following each inspection, a report detailing the findings will be submitted to FDOT and PBC to request repairs be made to the areas noted in the report.

Bus Stop Condition Assessment

- Palm Tran is conducting a Bus Stop Condition Assessment.
- The project is ongoing and will be completed in the next few weeks.
- On August 30, 2024, an item went before the Board of County Commissioners to approve contracts to allow construction to begin on prioritized bus stops.
- 10 bus stops on the prioritization list (9 new and 1 replacement).



Prioritization List

Stop #	Location	New/Replacement
321	FEDERAL HWY at BOYNTON BCH BLVD	Replacement
174	FEDERAL HWY at MINER RD	New
498	FEDERAL HWY at MINER RD	New
178	FEDERAL HWY at GATEWAY BLVD	New
324	FEDERAL HWY at NE 15TH PL	New
180	FEDERAL HWY at NE 15TH AVE	New
186	FEDERAL HWY at BOYNTON BCH BLVD	New
193	FEDERAL HWY at WOOLBRIGHT RD	New
1178	MILITARY TRL at BOYNTON BCH BLVD	New
1090	MILITARY TRL at BOYTON BCH BLVD	New



Community Standards

- Community Appearance and Property Maintenance Code Updates



Community Appearance and Property Maintenance Code Updates

- Part II of the City's Code of Ordinances sets the requirements for code compliance.
- Chapters 10 and 15 have defined standards for cleanliness for properties and public spaces.

Engineering

- Traffic Control Boxes

- Vacant Storefront Program

Traffic Control Boxes

- The City does not currently have a program for wrapping traffic control boxes.
- The City is currently working on obtaining required permits from FDOT and Palm Beach County since traffic control boxes are not on City property.





Traffic Control Box Wrap

Vacant Storefront Program

- The City allocated $25,000 towards the program, which is designed to enhance the visual appeal of empty street-level commercial properties in Boynton Beach.
- This Program applies to commercial tenant spaces with storefront windows located on the ground level that are visible and accessible from the public right-of-way.
- Program launched August 2024.





Before



After



Before



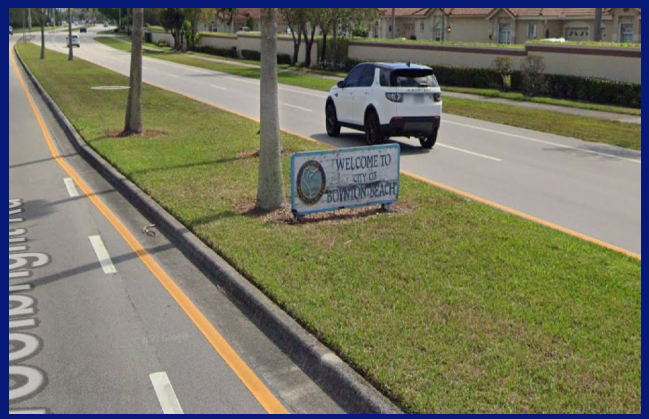
After



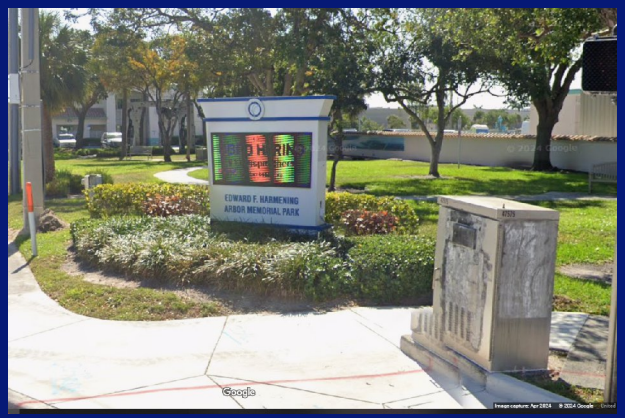
Public Affairs

- City Branding Elements

  Evolution of signage







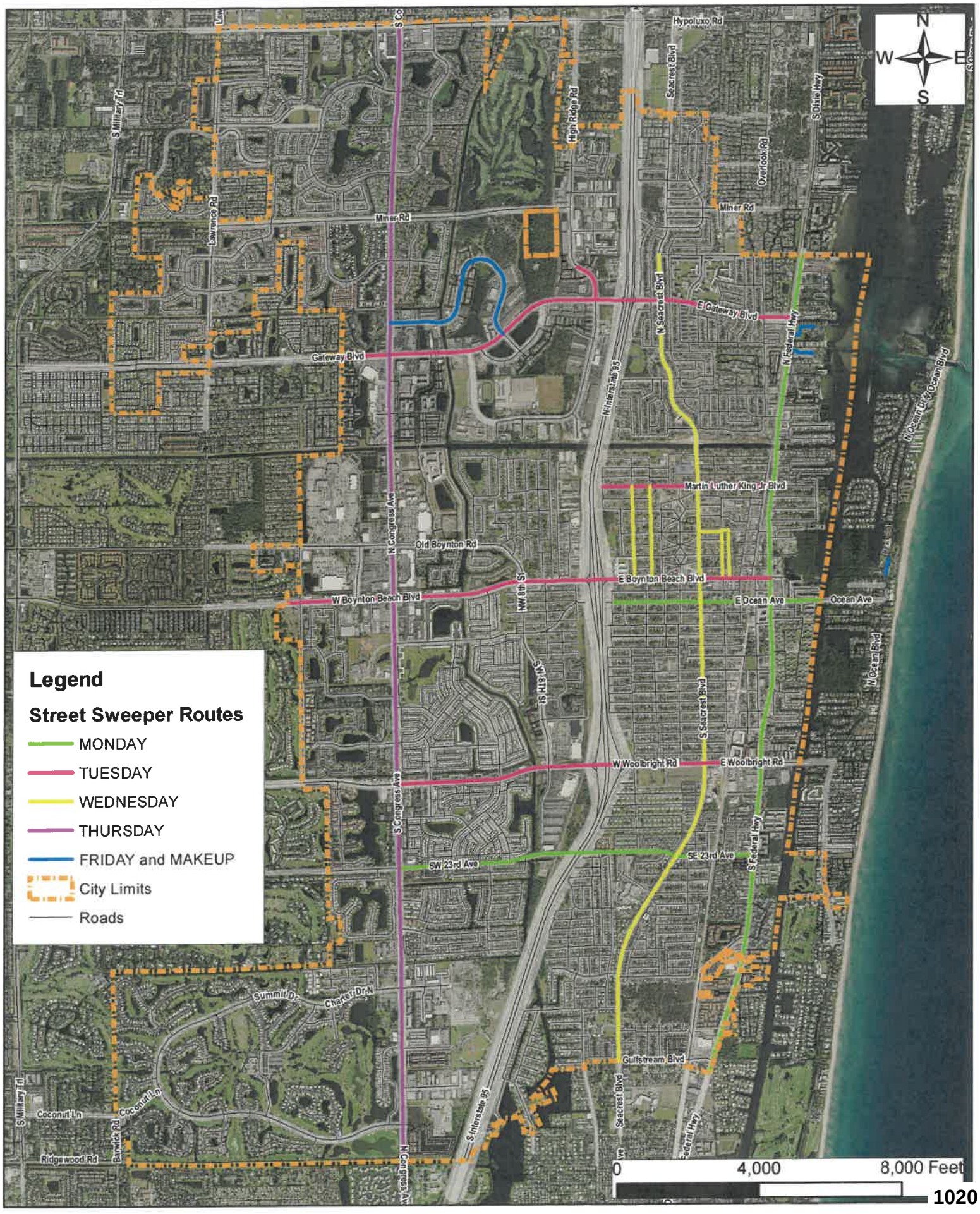
City Branding Elements

- The City will create a branding strategy to ensure consistent stylization.





City of Boynton Beach Street Sweeper Routes



City of Boynton Beach
Agenda Item Request Form

Meeting Date: 09/23/2024

Discussion regarding RFP for Speed Detection Camera System for School Zones.

Requested Action: Discuss and review updates related to the procurement of Speed Detection Camera Systems for School Zones. Also, discuss an alternative option of a contract amendment with ATS/Verra to include a Speed Detection Camera System for School Zones and extend the existing contract.

Explanation of Request: Project Milestone Dates:

- April 16th – City Commission first reading of ordinance (No. 24-010) – Approved – Requested to utilize the RFP process to select a vendor.
- May 2nd – Began preparing RFP
- May 7th – City Commission second reading of ordinance – Approved
- May 9th – PD sent scope/RFP to procurement
- June 14th – Procurement provided final draft of RFP to the PD. Sent back to procurement the same day
- June 29th – RFP opened (via bidsandtenders)
- July 8th – Non-mandatory pre bid meeting for the vendors
- July 14th – Deadline for questions
- July 29th – RFP closed
- August 14th – Selection committee met (Selected Altumint, Inc.)
- August 16th – Notice of Intent of Negotiate/Award sent to Altumint, Inc.
- September 5th – Notice of Intent to Reject All Bids sent out

Rebid will take another 2 to 4 months for completion.

1. 30 days on the street
2. 1 week for compliance review
3. 1 to 2 weeks for selection committee review, score, and meeting
4. 1 to 2 weeks for notice of intent and agenda preparation
5. Approximately 2 weeks for agenda approval and commission approval

There is a possibility that another protest will be received after Notice of Intent to award the contract to the vendor, which will delay the School Zone Detection Cameras program even further.

Alternative to rebidding would be to amend the City's existing red light camera agreement to authorize that vendor to implement the School Zone Detection Camera Program.

City staff is seeking direction from the City Commission regarding how it wishes to proceed.

How will this affect city programs or services? The implementation of the School Zone Speed Detection System will assist with protecting the health, safety, and welfare of the citizens of Boynton Beach, especially the City's children, as they come and go to school daily.

Fiscal Impact: Revenue generated from fines collected will be tracked in a separate account and used for public safety, pursuant to Florida State Statute.

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REGION 4
EDUCATION SERVICE CENTER

April 26, 2024

Mr. Jeff Jaudes
Jeff.Jaudes@thyssenkrupp.com
National Account Manager
TK Elevator Corporation
3100 Interstate N Circle, SE Suite 500
Atlanta, GA 30339

Re: Renewal Award of Contract #R200502

Dear Mr. Jaudes:

Per official action taken by the Board of Directors of Region 4 Education Service Center on April 23, 2024, Region 4 ESC is pleased to announce that TK Elevator Corporation has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on April 7, 2020, and subsequent performance thereafter:

Contract

Elevator Industry Equipment, Repair, Related Products and Services

The contract will expire on September 30, 2025, completing the fifth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Melissa Tillman, at (208) 955-9023 or melissa.tillman@omniapartners.com.

The partnership between TK Elevator Corporation, Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:
Jorgannie Carter
F5E37CC1CD4C4AF...

Jorgannie Carter
Chief Financial Officer, Finance and Operations Services