Regular City Council Meeting
Agenda

Marina Event Center - 190 E. 13th Street, Riviera Beach, FL 33404

October 7, 2026
6:00 PM

Be advised, that the meeting location is subject to change. The public is encouraged to visit the City's website, www.rivierabch.com, for up to date information on meeting location and information.

Mayor
Douglas A. Lawson

Chairperson
Bruce Guyton - District 1

Chair Pro-Tem
Glen Spiritis, Ph.D - District 4

Councilpersons
KaShamba Miller-Anderson - District 2
Shirley D. Lanier - District 3
Fercella Davis-Panier - District 5

Administration
William E. Wilkins, City Manager
Debrah Hall, MMC, FCRM, City Clerk
Dawn S. Wynn, Esq., City Attorney

ADA Notice

This meeting is open to the Public. In accordance with the Americans with Disabilities Act of 1990, persons in need of a special accommodation to participate in the proceedings shall contact the Office of the City Clerk at 561-845-4090 no later than 2 days (48 hours) prior to the proceedings.
To request material in accessible format, sign language interpreters, hearing impaired accommodation, or any accommodation to review any document or participate in these proceedings, please contact the Florida Relay Services 1-800- 955-8771 (TDD) or 1-800-955-8770 (voice) for assistance.

Public Comments Information

If anyone wants to speak on an agenda item, please complete a public comment card located at the front desk and give it to the City Clerk staff before the City Council takes up the item for discussion and before the public comments section is announced. In no event will anyone be allowed to submit a comment card to speak on an agenda item after the title of the item is read or considered.

Consent Agenda: Total time allotted for comment on the Consent Agenda to each member of the public is three (3) minutes.

Regular Agenda: Members of the public will be given three (3) minutes to speak on any regular agenda item.

Please note that the time limit for public comment may be reduced by a vote of the City Council based on the voluminous nature of public comment cards.

Civility and Decorum: Please be reminded that the City of Riviera Beach is committed to civility and decorum by its officials, employees, and members of the public who attend this meeting. The City Council has adopted "Rules of Decorum Governing Public Conduct during Official Meetings", which provides in pertinent part:

- Board Members shall be recognized by the Chair and shall not interrupt a speaker.
- Public comment shall be addressed to the Board as a whole and not to any individual on the dais or in the audience.
- Displays of anger, rudeness, ridicule, impatience, lack of respect and personal attacks are strictly prohibited.
- Unauthorized remarks from the audience, stamping of feet, clapping, whistles, yells and similar demonstrations shall not be permitted.
- Offenders may be removed from the meeting.
- Please mute or turn off cell phone at the start of the meeting. Failure to do so may result in being barred from the meeting.

Lobbying - Ordinance 4001 - Adopted September 2011

Lobbyist registration and reporting forms are available for you online and in print. Forms can be obtained in the Office of the City Clerk and Council Chambers. Registration and reporting forms shall be submitted to the Office of the City Clerk.

CALL TO ORDER

Roll Call

Invocation

Pledge of Allegiance

AGENDA APPROVAL

Additions, Deletions, Substitutions

Disclosures

Adoption of Agenda

COMMUNITY AWARDS AND PRESENTATIONS PROGRAM
The Community Awards and Presentation Program shall occur on the third Wednesday of the month, begin at 5:30 PM, and end promptly at 6:00 PM, followed by the regular City Council agenda.

1. **Presentations, Proclamations, and Awards**

Comments From the Public on Consent Agenda (Three Minutes Limitation)

CONSENT AGENDA
Routine City Council Business. The Consent Agenda is approved by a single majority vote. Item(s) may be removed for open discussion at the request of the mayor or any city council member.

2. **Minutes**

3. **Board Appointments**

4. **Resolutions on Consent**

4.a **Resolution Number 114-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing subscription services with AT&T Inc. for the Office@Hand Voice over IP telephone service; authorizing the Chief Financial Officer to make three (3) annual payments of Fifty-One Thousand Eight Hundred Forty and 00/100 Dollars ($51,840) not to exceed One Hundred Fifty-Five Thousand Five Hundred Twenty and 00/100 Dollars ($155,520) based on the AT&T Master Services Agreement, Contract Number 12954 from fund account 50119101-541000; and providing an effective date.**

Ben Sheehan, Interim Chief Information Officer, (561) 845-3462

Staff recommends a Motion to approve Resolution Number 114-26.
Cover Page
Resolution_Number_114_26.docx
Riviera Beach-Office@Hand_Multiservice Contract Bundle_Contract ID 5713382.cleaned.pdf
Riviera Beach - MA - 129547 - 02052008.pdf
Riviera Beach - UA Addendum - 129547 - 10252016.pdf

4.b **Resolution Number 116-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the use of NASPO Contract 4323000-16-ACS, through Atlantics Data Security for subscription services with Fortinet Inc. for ongoing network infrastructure licenses; authorizing the Chief Financial Officer to make a payment of $227,500; and providing an effective date.**

Ben Sheehan, Interim Chief Information Officer, (561) 845-3462

Staff recommends a Motion to approve Resolution Number 116-26.
Cover Page
Resolution_Number_116_26_Fortinet.docx
Q-22092- Riviera Beach - Fortinet - Renewal 2026.cleaned.pdf

4.c **Resolution Number 118-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, declaring Environmental Systems Research Institute, Incorporated (ESRI) to be a sole source provider; approving the award of a three (3) year Enterprise Agreement (EA) renewal to ESRI for ESRI Geographic Information System (GIS) products and services for a total contract amount not to exceed One Hundred Forty Thousand Seven Hundred and 00/100 Dollars ($140,700.00) to be paid in 3 annual payments of Forty-Six Thousand Nine Hundred and 00/100 Dollars ($46,900.00) from fund account 5011901-534000; authorizing the Chief Financial Officer to make payments from fund account 5011901-534000 in a total amount not to exceed $140,700.00; and providing for an effective date and other purposes.**

Ben Sheehan, Interim Chief Information Officer, (561) 845-3462

Staff recommends a Motion to approve Resolution Number 118-26.
Cover Page
Resolution_118-26_ESRI_GIS_Software_License_Contract.docx
ESRI agreement redlined.pdf
Riviera Beach Licensing.xlsx

4.d **Resolution Number 117-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a Grant Agreement between the City of Riviera Beach and State of Florida, Division of**

Emergency Management for development of a citywide Watershed Master Plan; authorizing the City Manager to execute the Grant Agreement; authorizing the Chief Financial Officer to receive the grant funds in the amount of $135,000 and set up a grant expenditure account; authorizing matching local funds in the amount of $45,000; and providing for an effective date.

Bernard Buxton-Tetteh, Public Works Director, (561) 845-3476

Staff recommends a Motion to approve Resolution Number 117-26.
Cover Page
Resolution_Number_117-26_Watershed_Master_Plan.docx
Watershed Master Plan Grant Agreement.pdf

4.e **Resolution Number 129-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the distribution of computer equipment to our Sister City in the City of Freeport, Bahamas; providing for conflicts, severability, and an effective date.**

Ben Sheehan, Interim Chief Information Officer, (561) 845-3462

Staff recommends a motion to approve Resolution Number 129-26.
Cover Page
Resolution_62-25_-_Sister_City_Relationship_-_Riviera_Beach_Florida_and_Freeport_Bahamas.pdf
Proclamation_-_Sister_City_Relationship_with_Freeport_Bahamas.pdf
Resolution_Number_129-26__Donation_of_Laptops.docx
Approved - Police - Surplus Laptops for Donation to Students in Freeport, Bahamas - Aug. 2026.pdf

END OF CONSENT AGENDA

5. Unfinished Business

6. Petitions and Communications for Filing

7. Awards and Presentations

7.a **2GHO will provide a status update on the progress at Dan Calloway Park.**

Terrence N. Bailey, Capital Projects Administrator, (561) 845-4000

Staff recommends that the City Council receive this Presentation.
Cover Page

7.b **Presentation of the Early Learning & K-12 Educational Support Grant**

Dr. Latronda Starling, Assistant to City Manager, (561) 845-4826

Staff recommends that the City Council receive the presentation on the Early Learning & K-12 Educational Support Grant.
Cover Page

7.c **Domestic Violence Awareness Month - October 2026; Recognition of State Representatives Debra Tendrich and Yolanda Cope.**

Office of Councilperson Shirley D. Lanier, (561) 845-4095

Staff recommends a Motion that the City Council and Mayor receive the presentation of the two attached proclamations recognizing October 2026 as Domestic Violence Awareness Month and acknowledging Representative Debra Tendrich and Yolanda Cope for the advocacy and community service described in their respective proclamations.
Cover Page
Domestic Violence Awareness Month Proc. Yolonda Cope.docx
Domestic Violence Awareness Month Proc. - Debra Tendrich.docx

8. Public Hearings

9. Ordinances on Second and Final Reading

9.a **Ordinance Number 4320: An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending Chapter 26 of the Code of Ordinances, entitled "Minority Employment and Affordable Housing Opportunity Plan," to retitle the Chapter as the "Municipal Employment and Affordable Housing Opportunity Plan"; amending Sections 26-1 and 26-2 to revise definitions and provide for local hiring; repealing and replacing Section 26-6 with a new "First Source Hiring Component" establishing City-resident hiring, outreach, reporting, and compliance requirements for projects receiving zoning bonuses; amending Sections 26-8 and 26-11 to provide conforming revisions; providing for conflicts; providing for severability; providing for codification; providing for an effective date; and for other purposes.**

Clarence Sirmons, Director of Development Services, AICP, (561) 845-4060

Staff recommends a Motion to approve Ordinance Number 4320.
Cover Page
Ordinance_No_4320_MEAHOP.2nd_Reading_FINAL.docx
Summary_Report._Ordinance_4320._MEAHOP.docx
Riviera_Beach_business-impact-estimate-Ordinance_4320.docx

10. Ordinances on First Reading

10.a **Ordinance Number 4319: An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the Code of Ordinances, Chapter 6, entitled "Fire Prevention and Protection," to amend, update, and clarify the rules and regulations for the City's Fire Department for its fire prevention and protection efforts throughout the City; providing for conflicts, severability, codification, an effective date, and for other purposes.**

Dr. Timothy Alvin, Acting Fire Chief, (561) 845-4104

Staff recommends a Motion to approve Ordinance Number 4319.
Cover Page
Ordinance Number 4319.docx

COMMENTS FROM THE PUBLIC - 7:30 PM Non-Agenda Item Speakers (Three-Minute Limitation)
Public Comments shall begin at 7:30 PM unless there is no further business of the City Council, which in that event, it shall begin sooner. In addition, if an item is being considered at 7:30 PM, then comments from the public shall begin immediately after the item has been concluded.

11. Items Tabled

REGULAR AGENDA

12. Resolutions on Regular Agenda

12.a **Resolution Number 121-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, acknowledging the repayment requirement of Community Development Block Grant (CDBG) funds related to the Urban Farm and Urban Agricultural Program Project; authorizing the Mayor to execute all necessary documents to facilitate repayment to Palm Beach County Board of Commissioners; authorizing the City Manager or designee to coordinate with Palm Beach County Board of Commissioners on reprogramming of eligible funds; and providing for an effective date.**

Mike Pinkney, Interim Director of Parks & Recreation Department, (561) 845-4070

Staff recommends a Motion to approve Resolution Number 121-26.
Cover Page
Resolution_Number_121-26final_v4 - 02.docx
Exhibit 1 Resolution Number 97-21
Exhibit 2 PBC Demand Letter CDBG Urban Farm

12.b **Resolution Number 122-26: A Resolution of the City Council of the City of Riviera Beach, Florida, authorizing the transfer of certain City-Owned real property to the Riviera Beach Community Redevelopment Agency (RBCRA); consolidating the property with certain CRA-Owned property for purposes of redevelopment and disposition; authorizing the RBCRA to proceed with the Purchase and Sale Agreement (Agreement) pending disposition and pending development of the property in connection with the proposed 1851 Development; authorizing a property revenue-sharing arrangement between the City and the RBCRA; authorizing the City Manager, Executive Director of the RBCRA, and other appropriate officials to execute necessary agreements and documents; providing for implementation; and providing for an effective date.**

Gedel Merzius, CRA Executive Director, (561) 844-3408

Staff recommends a Motion to approve Resolution Number 122-26.
Cover Page
Resolution_122-26_1851_Property_Transfer_City-CRA.docx
Resolution No. 2026-04 Non-Binding Term Sheet With Forest Development 1851 Broadway.pdf
Agreement - Interlocal Agreement between the City of Riviera Beach and the Riviera Beach Community Redevelopment Agency Property Transfer.pdf

12.c **Resolution Number 120-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing Riviera Beach Fire Rescue to utilize a National Purchasing Partners ("NPPGov") with Municipal Emergency Equipment (MES), Inc. for the purchase of twenty-five (25) Self-Contained Breathing Apparatus (SCBA) packs and twenty-five (25) air cylinders; authorizing the City Manager to execute all necessary documents; authorizing the Chief Financial Officer to make payment from the account 30321101-564000, Fire Impact Fees-Capital; in an amount not to exceed $300,000.00; and providing for an effective date.**

Dr. Timothy Alvin, Acting Fire Chief, (561) 845-4104

Staff recommends a Motion to approve Resolution Number 120-26.
Cover Page
Resolution_Number__120-26.docx
SCBA Quote.pdf
Synopsis-RFP.pdf
3M_Scott_Warranty.pdf
MES-Life-Safety-Master-Price-Agreement.pdf
Intergovernmental-Agreement.pdf

12.d **Resolution Number 125-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the City of Riviera**

Beach Fire Rescue to utilize an approved piggyback contract with South Florida Emergency Vehicles LLC; (SFEV) under Sourcewell Cooperative Purchasing Agreement number 113021 for the purchases of three (3) new fire apparatus, consisting of two (2) fire engines and one (1) heavy-duty 100-foot aerial platform, from South Florida Emergency Vehicle; authorizing the City Manager to execute all necessary documents and issue purchase orders for said purchases; authorizing the Chief Financial Officer to make payment from the Fire Apparatus Project account numbers 28002, 29000 and 29001 in a total amount not to exceed $4,500,000.00; and providing for an effective date.

Dr. Timothy Alvin, Acting Fire Chief, (561) 845-4104

Staff recommends a Motion to approve Resolution Number 125-26.
Cover Page
Resolution Number 125-26.docx
KME Pumper Proposal Packet.pdf
Sutphen Heavy Duty Pumper Proposal Packet.pdf
SPH100 Aerial Proposal Packet.pdf
RFP Sutphen.pdf

13. Discussion and Deliberation

13.a **Continued Update on the Amrit Resort Development.**

Clarence Sirmons, Director of Development Service, AICP, (561) 845-4062

Staff recommends that City Council receive this Presentation.
Cover Page
Amrit Update Memo 7.14.26.pdf

13.b **Overview of the Florida Infill Redevelopment ACT (FIRA- F.S.163.2525).**

Clarence Sirmons, Director of Development Service, AICP, (561) 845-4062

Staff recommends that City Council receive this Presentation.
Cover Page

13.c **Update on Proposed Timeline for the Executive Recruitment and Search Services for RFP for the City Manager Recruitment Process and Update on the Status of the Current City Manager.**

Brenda Jenkins, Director of Human Resources and Risk Management, (561) 840-4880

Staff recommends that the City Council receive this update.

Cover Page

13.d **City Attorney Goals, Metrics, Targets, and Timelines Discussion.**

Shirley D. Lanier, Riviera Beach City Councilperson, District 3, (561) 845-4095

Councilperson Lanier requests that the City Council discuss the proposed document, provide input on revisions, and give direction on incorporation into the City Attorney's contract and the process for measuring performance and contract compliance.
Cover Page
City Attorney Agenda Item Response.pdf
City Attorney Metrics and Evaluation.pdf

14. Confirmation of Direction

15. Discussion by City Manager

16. Discussion by City Attorney

17. City Council Committee Reports

18. Statements by the Mayor and City Council

ADJOURNMENT

Appeals

If any interested person desires to appeal any decision of the City Council with respect to any matter considered at this meeting, at his or her own expense, that person will need a record of the proceedings and for such purpose 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, pursuant to Section 286.0105, F.S. The City of Riviera Beach does not prepare or provide such a record.

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Councilmembers

From: Ben Sheehan, Interim Chief Information Officer

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 114-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing subscription services with AT&T Inc. for the Office@Hand Voice over IP telephone service; authorizing the Chief Financial Officer to make three (3) annual payments of Fifty-One Thousand Eight Hundred Forty and 00/100 Dollars ($51,840) not to exceed One Hundred Fifty-Five Thousand Five Hundred Twenty and 00/100 Dollars ($155,520) based on the AT&T Master Services Agreement, Contract Number 12954 from fund account 50119101-541000; and providing an effective date.**

Date: October 07, 2026

CC: General Public

Background:

City of Riviera Beach staff members currently utilize a desktop phone system, which was implemented in 2023 and is based on the Microsoft Teams platform. As time has passed, it has become increasingly apparent that the system is not an optimal fit for the typical workflows of the City, as well as its employees and citizens. The system also carries a fairly significant price premium that has not been reflected in the observed reliability of the service.

In early 2026, Information Technology (IT) staff began the process of evaluating alternative desktop phone systems with the goal of reducing costs and simplifying the end-user experience. The AT&T Office@Hand was determined to best meet these needs. It eliminates many of the complexities of the current phone system while representing an overall savings to the City of approximately $105,000 annually. IT staff strongly believes this represents a

significant upgrade to the City, both from a features perspective and a significant fiscal savings.

City Goals:

The Citywide Goals are Enhancing Government Stewardship and Accelerating Operational Excellence.

Fiscal/Budget Impact:

The annual budget impact is $51,840. Sufficient funds are budgeted in account 50119101-541000

Recommendation:

Staff recommends a Motion to approve Resolution Number 114-26.

Attachments:

1. Resolution_Number_114_26.docx
2. Riviera Beach-Office@Hand_Multiservice Contract Bundle_Contract ID 5713382.cleaned.pdf
3. Riviera Beach - MA - 129547 - 02052008.pdf
4. Riviera Beach - UA Addendum - 129547 - 10252016.pdf

Resolution Number 114-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing subscription services with AT&T Inc. for the Office@Hand Voice over IP telephone service; authorizing the Chief Financial Officer to make three (3) annual payments of Fifty-One Thousand Eight Hundred Forty and 00/100 Dollars ($51,840) not to exceed One Hundred Fifty-Five Thousand Five Hundred Twenty and 00/100 Dollars ($155,520) based on the AT&T Master Services Agreement, Contract Number 129547 from fund account 50119101-541000; and providing an effective date.

Whereas, the City of Riviera Beach has identified a need for a Voice over IP (VOIP) telecommunications system for the use of its employees and to facilitate the delivery of services to the citizens of the City; and

Whereas, the City currently has a Microsoft Teams-based telecommunications system.

Whereas, the current telecommunications system has been determined to be a poor fit for the operations of the City; and

Whereas, it has been determined that the AT&T Office@Hand system represents both an operational improvement as well as a significant fiscal savings to the City; and

Whereas, the City desires to obtain the Office@Hand Voice over IP telephone service from AT&T; and

Whereas, the City desires to make payments to AT&T in an amount not to exceed One Hundred Fifty-Five Thousand Five Hundred Twenty and 00/100 Dollars ($155,520) from fund account 50119101-541000.

Now, Therefore, be it resolved by the City Council of the City of Riviera Beach, Florida, as follows:

Section 1. The City authorizes the Mayor to execute a 3-year term agreement to subscribe to the Office@Hand platform in the amount not to exceed $155,520 for the term that begins upon execution and ends 36 months thereafter, per Office@Hand Contract ID 5713382.

Section 2. The Chief Financial Officer is authorized to make annual payments in the amount of $51,840 from account 50119101-541000, not to exceed $155,520.

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Section 3. This Resolution shall take effect upon its passage and approval by the City Council.

Passed and Approved this ____ day of _____, 2026.

Approved:

_____

Douglas Lawson
Mayor

Attest:

_____

Debrah Hall
Master Municipal Clerk
City Clerk

Motioned By: _____

Seconded By: _____

B. Guyton: ____

K. Miller-Anderson: ____

S. Lanier: ____

G. Spiritis: ____

F. Davis-Panier ____

Reviewed As To Legal Sufficiency

_____

Dawn S. Wynn, City Attorney

Sales Contact Information
RUIZ; MARIO
954-806-2467
mr2673@att.com

eSign Fax Cover Sheet

Contract Id: 5713382

To: AT&T Automated Fax Handling Service **From:**

Fax: 877-374-4632 or 877-eSignFax **Total Pages:** 7
(Excluding Fax Cover Sheet)

Or with Copiers / Scanners w/ email, Send To: esign@att.com

To sign via fax:

1. Sign, Title and Date the document where applicable,
2. Fax back documents in the following order:
   I. eSign Fax Cover Sheet for Contract Id: 5713382
   II. All Pages stamped with Contract Id: 5713382
3. If there are additional documents, use the corresponding eSign Fax Cover Sheet(s) as separator(s) and Fax back as in 2.I and 2.II.

(see Picture below)



Request Id: 3637376
Contract Id: 5713382

AT&T

AT&T PRICING SCHEDULE

Customer	AT&T
City of Riviera Beach Street Address: 1481 W 15TH ST City: RIVIERA BEACH State/Province: FL Zip Code: 33404-5309 Country: United States	AT&T Enterprises, LLC
Customer Contact (for Notices)	**AT&T Contact (for Notices)**
Name: Ben Sheehan Title: Interim CIO Street Address: 1481 W 15TH ST City: RIVIERA BEACH State/Province: FL Zip Code: 33404-5309 Country: United States Telephone: 561-818-4076 Email: bsheehan@rivierabeach.org	Name: Michael Montgomery ATTUID: ts6904 Street Address: 3405 W. Dr. Martin Luther King Jr. Blvd City: Tampa State/Province: FL Zip Code: 33607 Country: United States Telephone: 8132149857 Email: mz049n@att.com Sales/Branch Manager: Liz Mary White SCVP Name: Erik Lindborg Sales Strata: Federal Sales Region: USA **With a copy (for Notices) to:** AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code:	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer acknowledges that emergency calling (e.g., E911 or its equivalent outside the United States) may not be available with AT&T Office@Hand. Examples include if: a User's CPE is relocated; 911 is dialed from a location other than the Registered Location; an underlying broadband or WAN connection, or data service or application riding on the connection, is terminated, disrupted or impaired; electrical or battery power is lost; a Registered Location is not updated timely; a non-native telephone number is used; or the device is located outside of the United States. Customer further understands the limitations with emergency calls placed from mobile applications on cellular or Wi-Fi-enabled devices used in connection with AT&T Office@Hand. Such limitations and advisories are set forth in the AT&T Office@Hand Service Guide at http://serviceguidenew.att.com/sg_flashPlayerPage/OAH2.

This Pricing Schedule signed by AT&T first, is effective upon Customer signature provided that such fully signed Pricing Schedule is returned to AT&T not more than forty-five (45) days after AT&T's signature date. Any change made to this document renders the Pricing Schedule null and void.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Please sign by November 18, 2026

AT&T MA Reference No. 129547
AT&T PS Contract ID MSPSWYEG5J2

AT&T PRICING SCHEDULE

1. SERVICES

Service	Service Publication Location
AT&T Office@Hand (v2.0)	http://serviceguidenew.att.com/sg_flashPlayerPage/OAH2

Software	Software License Agreement
AT&T Office@Hand desktop and mobile software	http://www.att.com/officeathandpolicy

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 month(s)
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. TERMINATION CHARGES

If Customer terminates this Pricing Schedule other than for cause or if AT&T terminates the Pricing Schedule for cause prior to end of the Term, AT&T will impose Termination Charges consisting of the average of the Monthly Recurring Charges associated with AT&T Office@Hand Editions for the last 12 months (or if less than 12 months, averaged over the months of active service) multiplied by the number of months remaining in the Term.

4. ADDITIONAL TERMS AND CONDITIONS

4.1. Purchased Equipment. Customer may purchase equipment under this Pricing Schedule for use with the Service and not for resale purposes ("Purchased Equipment"). PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER APPLICATIONS IN WHICH FAILURE OF SUCH PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. SHOULD CUSTOMER CHOOSE TO USE PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

4.1.1. Equipment Order List. AT&T shall provide the Purchased Equipment as identified in an applicable Order.

4.1.2. Availability and Delivery Schedule; Title and Risk of Loss; Returned Equipment

4.1.2.1. Availability and Delivery Schedule. AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T cannot guarantee firm delivery dates.

4.1.2.2. Warranty Returns. If Purchased Equipment requires return during its respective warranty period, Customer must contact AT&T for return instructions. Customer must return the Purchased Equipment according to instructions provided by AT&T or its supplier. Customer will be responsible for payment of any associated restocking fees and return shipping and handling costs.

4.1.2.3. Non-defective Returns. If Customers seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T within 15 days following delivery of such Purchased Equipment to the ship to address in the applicable Order. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment.

4.1.2.4. Maintenance Returns. To return Purchased Equipment covered by a maintenance service plan, Customer must contact the applicable maintenance provider.

4.2. Intellectual Property Indemnity. AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CUSTOMER FROM AND AGAINST ANY OR ALL SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY.

Please sign by November 18, 2026

AT&T MA Reference No. 129547
AT&T PS Contract ID MSPSWYEG5J2

AT&T PRICING SCHEDULE

5. PRICING

5.1. AT&T Office @ Hand Pricing

AT&T Office@Hand Monthly Charges*	Stabilized rates then in effect as specified in the Service Guide on Aug-31-2020
AT&T Office@Hand One-time Charges	Per the Service Guide rates as revised from time to time.
*Service Components added to the Service Guide after the Stabilization Date are available at undiscounted, non-stabilized rates.	

5.2. DISCOUNTS

5.2.1. United States

Discounts only apply to Service Components listed in tables below. The 'MRC Before Application of Discount' rates listed in below tables are per the AT&T Office@Hand Monthly Charges per Service Guide Aug-30-2020 as specified per Section 5.1. For avoidance of conflict, the monthly invoice shall rule if there is a difference in rounding results due to the monthly application of discounts.

Service Component	Quantity	MRC Before Application of Discount	Discount	MRC After Application of Discount
Standard Edition	1-50 Users	$35.99	43.01%	$20.51
Standard Edition	51-100 Users	$35.99	52.76%	$17.00
Standard Edition	101-150 Users	$35.99	58.32%	$15.00
Standard Edition	151+ Users	$35.99	61.10%	$14.00

Service Component	Quantity	MRC Before Application of Discount	Discount	MRC After Application of Discount
Premium Edition	1-50 Users	$49.98	34.99%	$32.49
Premium Edition	51-100 Users	$49.98	40.00%	$29.99
Premium Edition	101-150 Users	$49.98	42.00%	$28.99
Premium Edition	151+ Users	$49.98	44.00%	$27.99

Service Component	Quantity	Discount
Enterprise Edition	1-50 Users	0.00%
Enterprise Edition	51-100 Users	0.00%
Enterprise Edition	101-150 Users	0.00%
Enterprise Edition	151+ Users	0.00%

Service Component	Quantity	Discount
SLED Edition	1-50 Users	0.00%
SLED Edition	51-100 Users	0.00%
SLED Edition	101-150 Users	0.00%
SLED Edition	151+ Users	0.00%

Please sign by November 18, 2026

AT&T MA Reference No. 129547
AT&T PS Contract ID MSPSWYEG5J2

AT&T PRICING SCHEDULE

Feature	Quantity	MRC Before Application of Discount	Discount	MRC After Application of Discount
Limited Extension	1-50 Users	$24.99	60.98%	$7.00
Limited Extension	51-100 Users	$24.99	60.98%	$7.00
Limited Extension	101-150 Users	$24.99	60.98%	$7.00
Limited Extension	151-250 Users	$24.99	60.98%	$7.00
Limited Extension	251-500 Users	$24.99	60.98%	$7.00
Limited Extension	501-1000 Users	$24.99	60.98%	$7.00

Service Component	Quantity	MRC Before Application of Discount	Discount	MRC After Application of Discount
Emergency Location Mgmt.	1-50 Users	$2.99	33.11%	$2.00
Emergency Location Mgmt.	51-100 Users	$2.99	33.11%	$2.00
Emergency Location Mgmt.	101-150 Users	$2.99	33.11%	$2.00
Emergency Location Mgmt.	151+ Users	$2.99	33.11%	$2.00

Feature	Quantity	MRC Before Application of Discount	Discount	MRC After Application of Discount
Live Reports	1-50 Live Reports	$39.99	25.01%	$29.99
Live Reports	51-100 Live Reports	$39.99	30.01%	$27.99
Live Reports	101-150 Live Reports	$39.99	35.01%	$25.99
Live Reports	151+ Live Reports	$39.99	40.01%	$23.99

Feature	Quantity	MRC Before Application of Discount	Discount	MRC After Application of Discount
Phone Numbers	1-50 Phone Numbers	$6.00	68.00%	$1.00
Phone Numbers	51-100 Phone Numbers	$6.00	68.00%	$1.00
Phone Numbers	101-150 Phone Numbers	$6.00	68.00%	$1.00
Phone Numbers	151+ Phone Numbers	$6.00	68.00%	$1.00

Feature	Quantity	Discount
Meetings	1-50 Meetings	0.00%
Meetings	51-100 Meetings	0.00%
Meetings	101-150 Meetings	0.00%
Meetings	151+ Meetings	0.00%

Please sign by November 18, 2026

AT&T MA Reference No. 129547
AT&T PS Contract ID MSPSWYEG5J2

AT&T PRICING SCHEDULE

6. OPTIONAL SERVICES

6.1. AT&T Office@Hand Optional Features Charges per User in MRC USD. Discounts apply.

Feature	Quantity	Custom Rate	PBI
Large Capacity Meeting 100	1-50 Meetings	$11.90	184780
Large Capacity Meeting 100	51-100 Meetings	$11.20	
Large Capacity Meeting 100	101-150 Meetings	$10.50	
Large Capacity Meeting 100	151+ Meetings	$9.80	

6.2 AT&T Office@Hand Service Subscription per User in MRC USD. No Discounts apply.

Service Component	Quantity	Custom Rate	PBI
Ultimate Edition	1+ Users	$55.00	184626

6.3 AT&T Office@Hand AT&T Conversational Insights (formerly known as RingSense) per User in MRC USD. No Discounts apply.

Feature	Custom Rate	PBI
RingSense for Sales - Conversational Insights	$50.00	225871

6.4 AT&T Office@Hand – Miscellaneous Features - Call Queue Booster per User in MRC USD. No Discounts apply.

Feature	Custom Rate	PBI
Call Queue Booster	$35.00	229707

6.0. AT&T Office@Hand Purchased Equipment – Per device in NRC USD. No Discounts apply

Device*	Custom Rate	PBI
Yealink AX83H Wi-Fi Handset	$99.00	228542
Yealink AX86R Rugged Wi-Fi Handset	$199.00	228543
Yealink CP925	$500.90	208482
Yealink CP965 touch conference	$764.90	208483
Yealink EXP55	$149.00	230845
Yealink T33G	$0.01	192841
Yealink T34W	$0.01	225873
Yealink T73U	$99.00	230825
Yealink T73U + 1 Expansion Module	$248.00	230826
Yealink T73U + 2 Expansion Modules	$397.00	230827
Yealink T73W	$114.00	230828
Yealink T73W + 1 Expansion Module	$263.00	230829
Yealink T73W + 2 Expansion Modules	$412.00	230830
Yealink T74U	$130.00	230831
Yealink T74U + 1 Expansion Module	$318.00	230832
Yealink T74U + 2 Expansion Modules	$467.00	230833
Yealink T74W	$173.00	230864
Yealink T74W + 1 Expansion Module	$322.00	230865
Yealink T74W + 2 Expansion Modules	$471.00	230866
Yealink T77U	$245.00	230867
Yealink T77U + 1 Expansion Module	$394.00	230835
Yealink T77U + 2 Expansion Modules	$543.00	230836

Please sign by November 18, 2026

AT&T MA Reference No. 129547
AT&T PS Contract ID MSPSWYEG5J2

AT&T PRICING SCHEDULE

Device*	Custom Rate	PBI
Yealink T77U + 3 Expansion Modules	$692.00	230837
Yealink T85W	$209.00	230838
Yealink T85W + 1 Expansion Module	$358.00	230839
Yealink T85W + 2 Expansion Modules	$507.00	230840
Yealink T87W	$265.00	230841
Yealink T87W + 1 Expansion Module	$414.00	230842
Yealink T87W + 2 Expansion Modules	$563.00	230843
Yealink T87W + 3 Expansion Modules	$712.00	230844
Yealink W56H	$53.20	230867
Yealink W59R-PRO	$177.00	230846
Yealink W76P - 1 Handset	$85.00	205319
Yealink W76P - 2 Handsets	$250.10	205320
Yealink W76P - 3 Handsets	$373.30	205321
Yealink W76P - 4 Handsets	$496.50	205322
Yealink W79 PRO - 1 Handset	$247.90	230847
Yealink W79 PRO - 2 Handset	$494.90	230849
Yealink W79 PRO - 3 Handset	$741.90	230850
Yealink W79 PRO - 4 Handset	$988.90	230851
Poly CCX400	$322.00	197898
Poly CCX505	$600.00	230858
Poly CCX600	$599.00	197900
Poly Edge E100	$0.01	224088
Poly Edge E220	$55.00	219307
Poly Edge E320	$177.50	219308
Poly Edge E350	$125.00	219309
Poly Edge E450	$290.00	219310
Poly Edge E550	$312.00	219311
Poly Edge Expansion Module	$295.00	230859
Poly Rove 30 Handset + Base Station	$559.00	208479
Poly Rove 30 Handset Only	$289.00	230861
Poly Rove 40 Handset + Base Station	$725.00	208480
Poly Rove 40 Handset Only	$455.00	230862
Poly Rove B2 Base Station	$340.00	230860
Poly Trio C60	$1,129.00	192840
Poly Trio8300	$719.00	192839
Polycom ATA 402 Adapter	$119.00	228545
Polycom Edge E450 + 1 Expansion Module	$510.00	226745
Polycom Edge E550 + 1 Expansion Module	$607.00	226746
Polycom Edge E550 + 2 Expansion Modules	$902.00	226747
Cisco 191 ATA	$116.00	208477
Cisco 192 ATA	$134.00	208478
Cisco 9800 Expansion Module	$388.00	228541
Cisco 9841 4-Line Desk Phone	$235.00	228537
Cisco 9851 6-Line Desk Phone	$305.00	228538
Cisco 9861 130-Line Wi-Fi Phone	$447.00	228539
Cisco 9871 130L Wi-Fi Touchphone	$534.00	228540
Jabra Biz2300 Headset	$206.00	228549
Jabra Engage 50 II Headset	$323.00	228554

Please sign by November 18, 2026

AT&T MA Reference No. 129547
AT&T PS Contract ID MSPSWYEG5J2

AT&T PRICING SCHEDULE

Device*	Custom Rate	PBI
Jabra Engage 65 Stereo Headset	$450.00	228555
Jabra Evolve2 40 SE Headset	$260.00	228556
Jabra Evolve2 65 Flex Stereo	$384.00	228557
Poly Blackwire 3320 Headset	$63.00	228550
Poly Blackwire 5220 Headset	$117.00	228551
Poly EncorePro 715 Headset	$145.00	228552
Poly EncorePro 725 Headset	$165.00	228553
Poly Savi 8410 Mono DECT	$406.00	228558
Poly Savi 8420 Binaural DECT	$424.00	228559
Poly Savi 8445 Convertible	$482.00	228560
Poly Voyager 4310 USB-C Stand	$183.00	228563
Poly Voyager 4310 USB-C	$169.00	228564
Poly Voyager 4320 USB-C Stand	$199.00	228565
Poly Voyager 4320 USB-C	$183.00	228566
Poly Voyager Focus2 USBC Stand	$279.00	228567
Poly Voyager Focus2 USB-C	$263.00	228568
Voyager Legend 50 BT Headset	$236.00	228571
Yealink BH70 Dual UC USB-C	$153.00	228546
Yealink BH70 Mono UC USB-C	$128.00	228547
Yealink WH64 Dual DECT Headset	$248.00	228569
Yealink WH64 Mono DECT Headset	$217.00	228570
***Devices available while supplies last.**		

Section 7. Illustrative View

Table below is provided for convenience to illustrate the proposed rates as applied to the rates/discounts provided in this Pricing Schedule with the application of discounts where applicable. For avoidance of conflict, the monthly invoice shall rule if there is a difference in rounding results due to the monthly application of discounts.

Feature	PBI	Number of Users/Quantity	MRC After Application of Discount	NRC	Total MRC (Number of Users/Quantity x MRC)
Standard Edition	184629	270	$14.00		$3,780.00
Emergency Location Mgmt.	184638	270	$2.00		$540.00
Yealink T34W	225873			$0.01	
Poly Edge E100	224088			$0.01	
Poly Edge E350	219309			$125.00	
Poly Edge E450 + 1 Expansion Module	226745			$510.00	

FOR AT&T ADMINISTRATIVE USE ONLY	
Rate Plan	Office@Hand

at&t

AT&T MASTER AGREEMENT
MA Reference No. 129547

CUSTOMER ("Customer")	**AT&T Corp. ("AT&T")**
City of Riviera Beach	AT&T Corp. (If International, insert AT&T Legal Entity Signing Name)
CUSTOMER Address	**AT&T Address**
Street Address 600 West Blue Heron Blvd City Riviera Beach State Fl Zip Code 33404 Country USA	One AT&T Way Bedminster, NJ 07921-0752 (If International, insert AT&T Legal Entity Information)
CUSTOMER Contact	**AT&T Contact**
Name: Carl Chandler Title: IT Telephone: 561-845-4028 Fax: 561- 840-3188 Email: cdchandler@rivierabch.com	Master Agreement Support Team Email: mast@att.com

This Agreement consists of this Master Agreement and all schedules, exhibits and service order attachments (**"Attachments"**) appended hereto or subsequently signed by the parties, and that reference this Master Agreement (collectively, this **"Agreement"**). In the event of an inconsistency among terms, the order of priority shall be the applicable Attachment (including its Addenda, if any), then the applicable Pricing Schedule, then this Master Agreement, then, if applicable, AT&T's Acceptable Use Policy, and then any applicable Service Guide.

This Agreement shall become effective when signed by authorized representatives of both parties and shall continue in effect so long as Service is being provided hereunder.

Document(s) Appended:

- Comprehensive Service Order Attachment

IN WITNESS WHEREOF, the PARTIES OF THE CITY OF RIVIERA BEACH, FLORIDA has made and executed this Contract on behalf of the CITY, and the COMPANY has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

BY: _____
THOMAS MASTERS,
MAYOR

ATTEST:

BY: _____ 2/26/08
~~CARRIE~~ E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

AT&T

BY: Eva P Smith
AUTHORIZED SIGNATURE

BY: EVA P SMITH
PRINTED NAME

Customer Contracts Specialist
TITLE

DATE: 2/5/2008

APPROVED AS TO TERMS AND CONDITIONS

BY: _____ GENERAL TERMS AND CONDITIONS
CARL CHANDLER
IS MANAGER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
PAMALA H. RYAN,
CITY ATTORNEY

Date: 2/6/08

General Terms and Conditions

The following terms and conditions shall apply to the provision and use of Services provided by AT&T pursuant to this Agreement.

1.0 DEFINITIONS

The following terms shall have the meanings set forth below:

"AUP" means AT&T's Acceptable Use Policy, as revised by AT&T from time to time, located at www.att.com/aup or such other AT&T-designated location.

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"AT&T", for purposes of all remedies and limitations of liability set forth in this Agreement or an Attachment, means AT&T, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection and co-location service providers and suppliers.

"AT&T CPE" means equipment provided under this Agreement by AT&T or its suppliers and located at a Site. AT&T CPE includes any internal code required to operate such Equipment. AT&T CPE does not include Customer Equipment or Purchased Equipment.

"AT&T Software" means all Software other than Third-Party Software.

"Content" means information (excluding AT&T information) made available, displayed or transmitted (including, without limitation, information made available by means of an HTML "hot link", a third party posting or similar means) in connection with a Service, including all trademarks, service marks and domain names contained therein, Customer and User data, and the contents of any bulletin boards or chat forums, and all updates, upgrades, modifications and other versions of any of the foregoing.

"Customer", for purposes of all remedies and limitations of liability set forth in this Agreement or an Attachment, means Customer, its Affiliates, and its and their employees, directors, officers, agents, and representatives.

"Customer Equipment" means equipment owned by Customer. Customer Equipment includes any internal code required to operate such Equipment.

"Damages" means collectively all injury, damage, liability, loss, penalty, interest and expense incurred.

"Equipment" means "AT&T CPE", "Customer Equipment" and "Purchased Equipment."

"INFORMATION" means proprietary information of either party that is disclosed to the other party in the course of performing or evaluating potential amendments to this Agreement, provided such information (except for Content) is in written or other tangible form that is clearly marked as "proprietary" or "confidential".

"Marks" means each party's trade names, logos, trademarks, service marks or other indicia of origin.

"Pricing Schedule" means a pricing schedule to an Attachment.

"Purchased Equipment" means equipment sold under this Agreement by AT&T to Customer. Purchased Equipment includes any internal code required to operate such Equipment.

"Service" means a service (including Equipment) provided under this Agreement.

"Service Component" means the individual components of a Service that Customer orders under a Pricing Schedule.

"Service Guide" means the applicable portion of a Service Guide that is identified and incorporated in an Attachment.

"Site" means a Customer physical location, including a Customer co-location space on AT&T premises, where AT&T installs or provides a Service.

"Software" means all software and associated written and electronic documentation and data licensed by AT&T to Customer in connection with a Service. Software does not include software that is not furnished to Customer.

"Third-Party Software" means Software that AT&T licenses from a third party.

"User" means anyone (including Customer Affiliates) who uses or accesses any Service purchased by Customer under this Agreement, but excluding unauthorized parties that, after Customer has taken commercially reasonable steps to prevent unauthorized access, use or access a Service without Customer's knowledge.

2.0 CHARGES AND BILLING

2.1 Customer shall pay AT&T for Customer's and Users' use of the Services at the rates and charges specified in the Attachments and the Pricing Schedules, without deduction, setoff or delay for any reason. Charges set forth in the Attachments and the Pricing Schedules are exclusive of any applicable taxes. At Customer's request and with AT&T's consent (which may be withheld if AT&T determines there would be operational impediments or an inability to claim tax credits), Customer's Affiliates will be invoiced separately and AT&T will accept payment from such Affiliates; provided, however, Customer shall remain responsible for payment if its Affiliate does not pay charges in accordance with this Agreement. AT&T may require Customer to tender a deposit if AT&T determines in its reasonable judgment that Customer is not creditworthy.

2.2 Customer shall pay all taxes (excluding those on AT&T's net income), duties, levies, shipping charges and other similar charges (and any associated interest and penalties) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent a valid tax exemption certificate is provided by Customer to AT&T prior to the delivery of Services. To the extent Customer is required to withhold or deduct non-U.S. income taxes from payments due to AT&T, Customer shall use reasonable commercial efforts to reduce such tax to the maximum extent possible giving effect to the applicable Tax Convention and shall furnish AT&T with such evidence as may be required by U.S. taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

2.3 Payment is due within thirty (30) days after the date of the invoice and must refer to the invoice number. Charges will be quoted and invoices shall be paid in the currency specified in invoice. Restrictive endorsements or other statements on checks accepted by AT&T will not apply. Customer shall reimburse AT&T for all costs associated with collecting delinquent or dishonored payments. Where payments are overdue, AT&T may assess

interest charges at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law.

2.4 Customer shall not be responsible for payment of charges for AT&T Services invoiced more than six (6) months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. Customer must provide written notice to AT&T specifically identifying all disputed charges and the reason for nonpayment within six (6) months after the date of the affected invoice or else Customer waives the dispute. Payment of such disputed charges will not be considered overdue pending investigation by AT&T. Payment of any disputed charges that are determined by AT&T to be correct as a result of such investigation must be made within fifteen (15) days of AT&T's notice to Customer.

3.0 RESPONSIBILITIES OF THE PARTIES; AFFILIATES

3.1 AT&T agrees to provide Services to Customer in accordance with this Agreement, subject to the geographic and technical scope of the Services and availability of necessary facilities, equipment and access.

3.2 Each party shall comply with all applicable laws and regulations.

3.3 AT&T grants to Customer the right to permit Users to access and use the Services, provided that Customer shall remain solely responsible for such access and use.

3.4 If a Service is provided over or includes access to the Internet, Customer and its Users shall comply with the AUP. If Customer fails to rectify a violation of the AUP within five (5) days after receiving notice thereof from AT&T, then AT&T may suspend the applicable portions of the Service. AT&T reserves the right, however, to act immediately and without notice to suspend or terminate Service in response to a court order or government notice that certain conduct must be stopped or when AT&T reasonably determines: (i) that it may be exposed to sanctions or prosecution; (ii) that such violation may cause harm to or interfere with the integrity or normal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (iii) that such violation otherwise presents imminent risk of harm to AT&T or AT&T's customers or their respective employees.

3.5 Except for IP addresses, domain names and telephone numbers expressly registered in Customer's name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be nontransferable and Customer shall have no right to use such IP addresses, AT&T-based domain names or telephone numbers upon termination or expiration of the applicable Pricing Schedule.

3.6 Customer grants AT&T access rights to the property and premises that Customer controls. Customer shall cooperate with AT&T's efforts to procure such access rights for the portions of the property not under Customer's control. Access rights include (i) the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as the use of ancillary equipment space within the building, for the connection of customer to AT&T's network using AT&T-owned or AT&T-leased facilities; and (ii) 24 hours a day, 7 day a week access to the access lines and network facilities on the customer controlled property.

3.7 Unless applicable local law or regulation mandates otherwise, Customer may not resell any portion of a Service to third parties

3.8 Any AT&T Affiliate or Customer Affiliate may sign an Attachment or add a Pricing Schedule to an Attachment in its own name and such Affiliate contract will be considered a separate, but associated, contract, incorporating these General Terms and Conditions and the terms of the Attachment (with the Affiliate being substituted for AT&T or Customer, as applicable); provided, however, that AT&T and Customer shall be responsible for their respective Affiliates' performance pursuant to such Affiliate contract.

4.0 USE OF INFORMATION

4.1 This Agreement shall be deemed to be AT&T and Customer's INFORMATION. Customer's Content shall be deemed to be Customer's INFORMATION.

4.2 Each party's INFORMATION shall, for a period of three (3) years following its disclosure (except in the case of Software, for an indefinite period): (i) be held in confidence; (ii) be used and transmitted between countries only for purposes of performing this Agreement (including in the case of AT&T, the ability to monitor and record Customer's transmissions in order to detect fraud, check quality, and to operate, maintain and repair the Services), using the Services or evaluating potential amendments to this Agreement; and (iii) not be disclosed except to the receiving party's employees, agents and contractors having a need-to-know (provided that such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Article 4), or to the extent required by law (provided that prompt advance notice is provided to the disclosing party to the extent practicable).

4.3 The restrictions in this Article shall not apply to any information that: (i) is independently developed by the receiving party; or (ii) is lawfully received by the receiving party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Agreement.

4.4 Both parties agree to comply with privacy laws applicable to their respective businesses. Customer shall obtain any User consents legally required relating to handling of User's Content. If Customer believes that, in the course of providing Services under this Agreement, AT&T will have access to data Customer does not want AT&T personnel to comprehend, Customer should encrypt such data so that it will be unintelligible.

5.0 PUBLICITY AND MARKS

5.1 Neither party may issue any public statements or announcements relating to this Agreement without the prior written consent of the other party.

5.2 Each party agrees not to display or use, in advertising or otherwise, any of the other party's Marks without the other party's

prior written consent, provided that such consent may be revoked at any time.

6.0 SOFTWARE

6.1 AT&T grants Customer a personal, non-transferable and non-exclusive license (without the right to sublicense) to use Software, in object code form, solely in connection with the Service(s) for which the Software is provided and solely in accordance with applicable written and electronic documentation. Customer will refrain from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the object code of the Software. The Software shall at all times remain the sole and exclusive property of AT&T or its suppliers.

6.2 Customer shall not copy or download AT&T Software, except that Customer shall be permitted to make two (2) copies of AT&T Software, one for archive and the other for disaster recovery purposes. Any copy must contain the same copyright notices and proprietary markings as the original AT&T Software.

6.3 To the extent that use of Software by a User is required for the use of a Service, Customer's Users may use the Software licensed to Customer under this Agreement for that purpose. Customer shall assure that Customer's Users comply with the terms and conditions of this Article 6.

6.4 The term of the license granted hereunder shall be coterminous with the term of the related Services.

6.5 Customer agrees to comply with the terms and conditions that are provided with any Third-Party Software and, in the event of a conflict, such Third-Party terms and conditions will take precedence over this Agreement as to such Third Party Software. AT&T will pass through to Customer any warranties available from its Third Party Software suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

6.6 AT&T warrants that all AT&T Software will perform substantially in accordance with its applicable published specifications for the term of the license that covers the AT&T Software. If Customer returns to AT&T, within such period, any AT&T Software that does not comply with this warranty, then AT&T, at its option, will either repair or replace the portion of the AT&T Software that does not comply or refund any amount Customer prepaid for the time periods following return of such failed or defective AT&T Software to AT&T. This warranty will apply only if the AT&T Software is used in accordance with the terms of this Agreement and is not altered, modified or tampered with by Customer or Users.

7.0 ADJUSTMENTS TO MINIMUM COMMITMENTS

In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other AT&T Services, or reduction of AT&T's rates and charges, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's minimum commitments, if any, AT&T will offer to adjust the affected minimum commitments so as to reflect Customer's reduced traffic volumes, after taking into account the effect of such a reduction on AT&T's costs and the AT&T prices that would otherwise be available at the revised minimum commitment levels. If the parties reach mutual agreement on revised minimum commitments, AT&T will amend or replace the affected Pricing Schedules, as applicable. Notwithstanding the foregoing, this provision shall not apply to a change resulting from a decision by Customer to transfer portions of Customer's traffic or projected growth to service providers other than AT&T. Customer must give AT&T written notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including, but not limited to, monthly recurring charges and shortfall charges, incurred by Customer prior to amendment or replacement of the affected Pricing Schedules.

8.0 FORCE MAJEURE

Neither AT&T nor Customer shall be liable for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of the public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control, whether or not similar to the foregoing.

9.0 LIMITATIONS OF LIABILITY

9.1 EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES FOR ANY CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENTLY CAUSED BY A PARTY, OR DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF A PARTY OR ANY BREACH OF ARTICLES 4 (Use of Information) OR 5 (Publicity and Marks), THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;

(ii) FOR DEFECTS OR FAILURES OF SOFTWARE, THE REMEDIES SET FORTH IN ARTICLE 6 (Software);

(iii) FOR INTELLECTUAL PROPERTY INFRINGEMENT, THE REMEDIES SET FORTH IN ARTICLE 11 (Further Responsibilities);

(iv) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED. THIS SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

(v) THE LIMITATIONS IN THIS SECTION 9.1 ARE NOT INTENDED TO PRECLUDE A PARTY FROM SEEKING INJUNCTIVE RELIEF FROM A COURT OF COMPETENT

JURISDICTION IN THE EVENT OF A VIOLATION BY THE OTHER PARTY OF ARTICLE 4 (Use of Information) OR ARTICLE 5 (Publicity and Marks) OR CUSTOMER'S VIOLATION OF ARTICLE 6 (Software).

9.2 EXCEPT FOR THE PARTIES' ARTICLE 11 (Further Responsibilities) OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

9.3 AT&T SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR CREDITS FOR SUCH SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS EXPLICITLY SET FORTH IN AN ATTACHMENT, PRICING SCHEDULE OR SERVICE GUIDE) OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

9.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

9.5 AT&T DOES NOT GUARANTEE NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER DATA AND INFORMATION.

9.6 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY: (i) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (ii) WHETHER OR NOT DAMAGES WERE FORESEEABLE.

9.7 THESE LIMITATIONS OF LIABILITY SET OUT IN THIS ARTICLE 9 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

10.0 TERMINATION

10.1 If a party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice, the other party may terminate or suspend for cause any Service Components affected by the breach.

10.2 A Service may be terminated immediately upon written notice (a) by either party if the other party (i) becomes insolvent or involved in a liquidation or termination of its business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty (30) days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors; (ii) has violated the provisions of Article 5 (Publicity and Marks) or (iii) has materially breached any provision of Article 4 (Use of Information), or (b) by AT&T due to a material breach by Customer of any provision of Article 6 (Software).

10.3 AT&T may amend an applicable tariff or Service Guide from time to time consistent with this Agreement, provided, however, that if AT&T revises an applicable tariff or Service Guide in a manner that is material and adverse to Customer and AT&T does not effect revisions that remedy such adverse and material effect within thirty (30) days after receipt of written notice from Customer, then Customer may, as its sole remedy, elect to terminate the affected Service Components on thirty (30) days' written notice, given not later than ninety (90) days after Customer first learns of the revision to the applicable tariff or Service Guide. However, a revision to a tariff or Service Guide shall not be considered material and adverse to Customer if: (i) it affects only Services or Service Components not in substantial use by Customer at the time of the revision; or (ii) it changes rates or charges that are not fixed (stabilized) in an Attachment or Pricing Schedule.

10.4 Unless applicable local law or regulation mandates otherwise, AT&T may discontinue providing a Service to customers upon twelve (12) months written notice, or a Service Component upon one hundred and twenty (120) days written notice, unless a different written notice period is provided in the applicable Pricing Schedule.

10.5 Termination Charges, if any, shall be as specified in an Attachment, in the event that AT&T terminates under Section 10.1 or 10.2, or Customer terminates for convenience.

10.6 Termination by either party of a Service does not waive any other rights or remedies it may have under this Agreement. Termination or suspension of a Service shall not affect the rights and obligations of the parties regarding any other Service.

11.0 FURTHER RESPONSIBILITIES

11.1 AT&T agrees to defend or settle any claim against Customer and to pay all Damages that a court may award against Customer, in any suit that alleges a Service infringes any patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: Customer's or User's Content; modifications to the Service or combinations of the Service with non-AT&T services or products, by Customer or others; AT&T's adherence to Customer's written requirements; or, use of the Service in violation of this Agreement. Customer agrees to defend or settle any claim against AT&T and to pay all Damages that a court may award against AT&T in any suit that alleges a Service

infringes any patent, trademark, copyright or trade secret, due to any of the exceptions in the preceding sentence.

11.2 Whenever AT&T is responsible under Section 11.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify the alleged infringing Service so that the Service becomes non-infringing, but if those alternatives are not reasonably achievable, AT&T may terminate the affected Service without liability other than as stated in Section 11.1.

11.3 AT&T's obligations and indemnities under this Agreement run exclusively to Customer and are not intended to extend to third parties that may use or be affected by Customer's use of the Services. Where Customer authorizes or permits third parties to utilize the Services, it is Customer's responsibility to limit its liability to such parties, and, therefore, except to the extent AT&T is obligated to indemnify Customer under this Article 11, Customer agrees to defend or settle any claim against AT&T by such parties and to pay all Damages that a court may award against AT&T in any suit brought by such parties.

11.4 The indemnified party under this Article 11: (i) must notify the other party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the other party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the other party shall have control of the defense or settlement; and (iii) shall reasonably cooperate with the defense.

11.5 GENERAL INDEMNITY BY AT&T. AT&T will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of AT&T, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives AT&T prompt, written notice of any the claim or suit. Customer will cooperate with AT&T in its defense or settlement of the claim or suit. This section sets forth the full extent of AT&T's general indemnification of Customer from liabilities that are in any way related to AT&T's performance under this Agreement.

11.6 GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold AT&T harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against AT&T to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if AT&T gives Customer prompt, written notice of any the claim or suit. AT&T will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of AT&T from liabilities that are in any way related to Customer's performance under this Agreement. Nothing herein shall be construed as a waiver of Customer's sovereign immunity beyond the limits set forth in Florida Statute Chapter 768.28.

12.0 EQUIPMENT

12.1 AT&T shall retain all right, title or interest in AT&T CPE and no ownership rights in AT&T CPE shall transfer to Customer. Customer shall provide a suitable and secure environment free from environmental hazards and electric power for AT&T CPE and shall keep the AT&T CPE free from all liens, charges, and encumbrances. Customer shall bear the risk of loss of or damage to AT&T CPE (ordinary wear and tear excepted) from any cause except to the extent caused by AT&T or its suppliers. AT&T CPE shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment by Customer without prior written authorization from AT&T.

12.2 Title to and risk of loss of Purchased Equipment will pass to Customer as of delivery, upon which date AT&T will have no further obligations of any kind with respect to that Purchased Equipment, except as set forth in an applicable Attachment, Pricing Schedule or Service Guide. If Customer does not accept the Equipment, the Equipment should be returned to the manufacturer. AT&T will obtain from the manufacturer and forward to Customer a Return Material Authorization. AT&T retains a purchase money security interest in each item of Purchased Equipment until Customer pays for it in full; Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest.

12.3 All Purchased Equipment provided under this Agreement is provided on an "AS IS" basis, except that AT&T will pass through to Customer any warranties available from its Purchased Equipment suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

12.4 All ownership interest in a party's facilities and associated Equipment used in connection with the Services shall at all times remain with that party. If any Customer Equipment is used to provide the Service, Customer grants AT&T a non-transferable and non-exclusive license to use such Customer Equipment in the manner necessary to provide the Service.

13.0 IMPORT/EXPORT CONTROL

13.1 The parties acknowledge that equipment, products, Software, and technical information (including, but not limited to, technical assistance and training) provided under this Agreement may be subject to import or export laws, conventions or regulations, and any use or transfer of the equipment, products, Software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, products, Software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. If requested by either party, the other party agrees to sign written assurances and other documents as may be required to comply with such laws, conventions and regulations.

13.2 In the event any necessary import or export license cannot be obtained within six (6) months after making an application, neither party shall have further obligations with respect to providing or purchasing and, if applicable, Customer shall return the equipment, products, Software, or technical

information that is the subject matter of the unsuccessful application.

14.0 INTELLECTUAL PROPERTY RIGHTS

All intellectual property in all Services shall be the sole and exclusive property of AT&T or its suppliers.

15. GENERAL PROVISIONS

15.1 Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement shall not operate as a waiver of any other breach of this Agreement.

15.2 This Agreement may not be assigned by either party without the prior written consent of the other, except that either party may, without the other party's consent, assign in whole or in relevant part this Agreement or any Attachment to a present or future Affiliate or successor, provided that any such assignment shall be contingent upon the assignor remaining responsible for the performance of its assignee and AT&T determining Customer's assignee(s) to be creditworthy and in compliance with any eligibility criteria for the Services. AT&T may subcontract work to be performed under this Agreement, but shall retain responsibility for all such work. In countries in which AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service provided in such a country to the local service provider; provided however, that AT&T shall be responsible to Customer for such obligations. In some such countries, Customer may be required to contract directly with the local service provider.

15.3 If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 15.6, applicable law mandates a different interpretation or result, the remaining provisions shall remain in effect and the parties shall negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

15.4 Any legal action arising in connection with this Agreement must begin within two (2) years after the cause of action arises.

15.5 Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if sent by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day from the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days from the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or such other office or recipient as designated in writing from time to time.

15.6 Unless local law would require otherwise, the construction, interpretation and performance of this Agreement shall be governed by the substantive law of the State of Florida, excluding its choice of law rules, and applicable laws and regulations of the United States of America. The United Nations Convention on Contracts for International Sale of Goods shall not apply. The parties consent to the exclusive jurisdiction of the state and federal courts located or having jurisdictions in Palm Beach County, Florida.

15.7 This Agreement does not provide any third party (including Users) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

15.8 The respective obligations of Customer and AT&T, which by their nature would continue beyond the termination or expiration of any Attachment, Pricing Schedule or this Agreement, including, without limitation, the obligations regarding Use of Information, Publicity and Marks, Further Responsibilities and Limitations of Liability, shall survive termination or expiration.

15.9 The authentic language of this Agreement is English. In the event of a conflict between this Agreement and any translation, the English version will take precedence.

15.10 THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL CONCERNING THE SERVICES, OR THE RIGHTS AND OBLIGATIONS RELATING TO THE SERVICES. THIS AGREEMENT SHALL NOT BE MODIFIED, OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR CUSTOMER'S PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT, A PRICING SCHEDULE OR AN ATTACHMENT.

AT&T MA Reference No. _____

AT&T Comprehensive Service Order Attachment

CUSTOMER ("Customer")	AT&T ("AT&T")
City of Riviera Beach Street Address 600 West Blue Heron Blvd City Riviera Beach State / Province Fl Country USA Domestic / International Zip Code 33404	AT&T Corp. (If International, insert AT&T Legal Entity Signing Name) One AT&T Way Bedminster, New Jersey 07921-0752 Email: mast@att.com
CUSTOMER Contact	**AT&T Sales Contact**
Name: Carl Chandler Title IT Telephone: 561-845-4028 Fax 561-840-3188 Email: cdchandler@rivierabch.com	Name: Karen Holmes Address: 701 Northpoint Parkway Suite 400 City West Palm Beach, State Fl Zip Code 33407 Telephone: 561-640-6638 Fax: 1-800-505-4552 Email: Karen.Holmes@att.com Branch Manager: Michael King

Formatted Table

The Comprehensive Service Order Attachment attached hereto is a part of the Agreement between AT&T and Customer referenced above.

AT&T Comprehensive Service Order Attachment

1. THE SERVICE; DEFINITIONS

1.1 Services

A. AT&T will provide the Services to Customer under this Attachment that are identified in the applicable Pricing Schedules.

B. The pricing, service descriptions and other provisions relating to the Services will be as set forth in: (i) this Attachment (including, the Pricing Schedules and any Addenda to this Attachment); (ii) the Agreement's General Terms and Conditions; and (iii) the appropriate section of the Service Guide or the Applicable Tariffs.

C. This Attachment shall remain in effect until no Service Component provided under this Attachment remains in service.

1.2 Definitions

Capitalized terms used but not defined in this Attachment are defined elsewhere in the Agreement.

"Applicable Tariffs" consist of the standard AT&T service descriptions, pricing and other provisions filed by AT&T or any of its Affiliates with the appropriate regulatory commission having jurisdiction respecting a Service, as revised from time to time. In the event an Applicable Tariff is withdrawn by AT&T or tariffing is no longer permitted or required by the appropriate regulatory commission, references to the Applicable Tariff shall be deemed to refer to the corresponding applicable provisions of the Service Guide.

"Effective Date" of a Pricing Schedule is the date on which the last party signs this Attachment or, for a subsequently added Pricing Schedule, the date on which the last party signs the Pricing Schedule. If the rules of a regulatory authority having jurisdiction respecting a Service would require a later date, the Effective Date of the applicable Pricing Schedule shall be in accordance with such rules.

"MARC (Minimum Annual Revenue Commitment)" means an annual revenue commitment set forth in an applicable Pricing Schedule that Customer agrees to satisfy during a Pricing Schedule Term.

"MARC-Eligible Charges" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after applicable discounts and credits, incurred by Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. Notwithstanding anything set forth in a Pricing Schedule, the following charges shall not be deemed MARC Eligible Charges: (a) charges for or in connection with Purchased Equipment; (b) charges for outsourcing services; (c) taxes, and (d) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Pricing Schedule" means a pricing schedule to this Attachment.

"Pricing Schedule Term " is the period of time stated in the applicable Pricing Schedule.

"Service" means collectively all of the Service Components Customer orders under a Pricing Schedule.

"Service Guide" means the standard AT&T service descriptions, pricing and other provisions, as revised by AT&T from time to time, relating to Services offered under this Attachment (if there is no Applicable Tariff). The Service Guide is located at http://new.serviceguide.att.com, http://www.serviceguide.att.com/ABS/ext or http://www.att.com/abs/serviceguide or such other AT&T designated location.

"Termination Charges" means the charges identified in Sections 2.3 and 2.4 below, payable by Customer in certain termination circumstances.

2. TERMINATION

2.1 If a Service or a Service Component is terminated, Customer must pay all charges incurred as of the effective date of termination.

2.2 If Customer terminates a Service or a Service Component for material breach, Customer shall not be liable for any Termination Charges.

2.3 If Customer terminates a Service Component other than as set out under Section 2.2 above or AT&T terminates a Service or a Service Component for material breach, Customer must pay: (i) any credits, waived charges or unpaid amortized charges if the Service Component is terminated prior to the end of an applicable minimum retention period (specified in the Pricing Schedule, the Service Guide or the Applicable Tariffs); (ii) the applicable amount of recurring charges for the terminated Service Component multiplied by the number of months remaining in an applicable minimum payment period (specified in the Pricing Schedule, the Service Guide or the Applicable Tariffs); and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. The charges set forth in (i) and (ii) above will not apply if a terminated Service Component is replaced with an upgraded like Service Component at the same Site(s), provided the applicable minimum period and associated charge for the replacement Service Component are each equal to or greater than the applicable period and charge for the terminated Service Component.

2.4 In the event of a termination of a Pricing Schedule either by Customer other than as set out in Section 2.2 above or by AT&T for material breach, Customer must pay: (i) a Termination Charge equal to 50% of the unsatisfied MARC for the year of the Pricing Schedule Term in which the Pricing Schedule is terminated plus 50% of the MARC for each year remaining in the Pricing Schedule Term; and (ii) the amounts set forth in Section 2.3, above.

3. MINIMUM COMMITMENTS/CHARGES

If, on any anniversary of a Pricing Schedule Term start date, the Customer has failed to satisfy the MARC for the preceding 12 month period, the Customer will be billed a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period. In such a case, Customer shall not be entitled to

receive promotional, compliance or other credits until Customer pays the shortfall charge.

4. PRICING

4.1 Pricing Schedule

Unless otherwise stated in a Pricing Schedule, the rates and charges stated in the Pricing Schedule are stabilized until the end of the Pricing Schedule Term and apply in lieu of the corresponding rates and charges set forth in the Service Guide or the Applicable Tariffs. Pricing for any Service Components that are not listed in a Pricing Schedule will be as described in the Service Guide or the Applicable Tariffs or as agreed on an individual case basis. Unless otherwise stated in a Pricing Schedule, after the end of the Pricing Schedule Term AT&T may modify the rates, charges, terms and conditions applicable to the Service covered by such Pricing Schedule on thirty (30) days' prior notice.

4.2 Discounts

The discounts set forth or referenced in a Pricing Schedule are the only discounts applicable to the Services and will be applied to the applicable rates and charges in the manner and to the extent specified in the applicable sections of the Service Guide or the Applicable Tariffs.

4.3 Promotions/Credits/Waivers

Customer is eligible only for promotions, credits or waivers identified in the applicable Pricing Schedule. Unless otherwise stated in the applicable Pricing Schedule, any additional promotions, credits or waivers set out in the Service Guide or an Applicable Tariff will not apply.

4.4 Charges

Regardless of any stabilization of rates or charges that may appear in this Attachment or in a Pricing Schedule, AT&T reserves the right to increase charges as a result of: (i) expenses incurred by AT&T reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses and E911 and deaf relay charges); or (ii) in the case of local exchange Services and voice over internet protocol applications and Services, the price or availability of network elements used in the provision of the Services, amounts other carriers are required to pay to AT&T or the amount AT&T is required to pay to other carriers in connection with the provision of the Services to Customer under an applicable Pricing Schedule.

5. COMMISSION JURISDICTION

If a Pricing Schedule is subject to the jurisdiction of a regulatory commission, each such Pricing Schedule will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each such Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction.

6. ELIGIBILITY/OTHER REQUIREMENTS

If a Pricing Schedule providing regulated telecommunications services that are subject to the jurisdiction of a United-States-based regulatory authority is available to other potential purchasers of the service, it will be available to such purchasers who execute an identical Pricing Schedule only once, either by the purchaser or any Affiliate of the purchasing entity.

at&t

Unified Addendum to the Comprehensive Service Order Attachment

Customer	**AT&T**
City of Riviera Beach Street Address: 600 W Blue Heron Blvd City: Riviera Beach State/Province: FL Zip Code: 33404 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Elvis Mella Title: IT Manager Street Address: 600 W Blue Heron Blvd City: Riviera Beach State/Province: FL Zip Code: 33404 Country: USA Telephone: (561) 290-3942 Fax: Email: emella@rivierabch.com	Street Address: 11760 US Hwy 1, 3rd Fl, West Tower City: North Palm Beach State/Province: FL Zip Code: 33408 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This is an Addendum to the Comprehensive Service Order Attachment to the Master Agreement dated 02/26/2008 between the customer named above ("Customer") and the AT&T entity named above ("AT&T").

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By: Dawn R Mealy	By: Cheryl Wankowski
Name: Dawn R Mealy	Name: Cheryl Wankowski
Title: Purchasing Director	Title: Senior Customer Contracts
Date: 8 NOV 16	Date: 10-25-16

eh182c

REVIEWED FOR LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 10-31-16

Unified Addendum to the Comprehensive Service Order Attachment

1. SERVICE PUBLICATIONS; PRIORITY AND REVISIONS TO DOCUMENTS

1.1 **Overview of Documents**. The Master Agreement, the Comprehensive Service Order Attachment, the applicable Pricing Schedule, the applicable Guidebook, Service Guide or Tariff and, if applicable, the AUP (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to the Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement.

1.2 **Additional Document Definitions**.

(a) **Pricing Schedules**. A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the Pricing Schedule Term.

(b) **Tariffs and Guidebooks**. "Applicable Tariffs" are referred to herein as "Tariffs." "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities.

(c) **Acceptable Use Policy**. AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup, or other locations AT&T may designate.

1.3 **Web Location**. Service Guides Tariffs and Guidebooks can be found at att.com/servicepublications, or other locations AT&T may designate.

1.4 **Priority of Documents**. The order of priority (descending) of the documents that form this Agreement is: the Comprehensive Service Order Attachment; the applicable Pricing Schedule or Order; the Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.5 **Revisions to Documents**. Subject to Section 8.1(a) of this Addendum, AT&T may revise Service Publications at any time.

2. AT&T DELIVERABLES

2.1 **Services**. AT&T will either provide or arrange to have an AT&T Affiliate provide the Services to Customer and its Users, subject to the availability and geographic and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **Purchased Equipment**. Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.3 **License and Other Terms**. Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. ACCESS RIGHT; SAFE WORKING ENVIRONMENT

3.1 **Access Right**. Customer will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items reasonably required to perform installation of the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment**. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of any Hazardous Materials.

4.0 RESALE. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

5.0 PRICING AND BILLING

5.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term**. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any

applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

5.2 **Billing and Payment**. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Payment is due in accordance with the Master Agreement unless an applicable Tariff or Guidebook specifies otherwise.

5.3 **Late Payment Fees and Disputed Amounts**. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees (a) for Services contained in a Tariff or Guidebook, at the rate specified therein, or (b) for all other Services, in accordance with the Master Agreement. The portion of charges disputed in accordance with the terms of the Agreement may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with this Section. Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

5.4 **Credit Terms**. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

6.0 PRIVACY. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Until otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

7.0 WARRANTIES AND DISCLAIMERS

7.1 **Purchased Equipment and Vendor Software Warranty**. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

7.2 **Further Disclaimer of Warranty**. AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR OTHER SIMILAR EMERGENCY RESPONSE NUMBER).

7.3 AT&T shall have no defense, settlement, or indemnification obligations arising from the actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8.0 SUSPENSION AND TERMINATION

8.1 Termination or Suspension. In addition to any other rights to terminate Services or Service Components afforded under the Agreement, the following additional termination provisions apply:

(a) **Materially Adverse Impact**. If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(b) **Internet Services**. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that: (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue, (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

(c) **Hazardous Materials**. If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Service or Service Component or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

(d) **Fraud or Abuse**. AT&T may immediately terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

8.2 Termination Prior to Cutover. If Customer terminates a Service or Service Component prior to Cutover other than for cause or if AT&T terminates a Service or Service Component prior to Cutover for cause, Customer (i) will pay any pre-Cutover termination charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

8.3 If Customer terminates a Service or Service Component after Cutover other than for cause or if AT&T terminates a Service or Service Component after Cutover for cause, Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.3(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit the equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations. If Customer fails to obtain any necessary import or export license, Customer shall return any affected equipment, services, software or technical information if the applicable manufacturer's return policy permits and subject to any applicable termination or cancellation charges.

10. INDEPENDENT CONTRACTOR

Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

11. DEFINITIONS

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Councilmembers

From: Ben Sheehan, Interim Chief Information Officer

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 116-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the use of NASPO Contract 4323000-16-ACS, through Atlantics Data Security for subscription services with Fortinet Inc. for ongoing network infrastructure licenses; authorizing the Chief Financial Officer to make a payment of $227,500; and providing an effective date.**

Date: October 07, 2026

CC: General Public

Background:

City of Riviera Beach staff members currently rely upon the Fortinet advanced networking platform to provide connectivity to the various information systems and databases needed to provide services to the citizens of the City. This platform provides the advanced connectivity and cybersecurity protocols needed to safeguard this information. The platform has proven reliable and easily managed by City IT personnel. For this reason, staff recommends approval of the resolution and renewals of these services as a result.

City Goals:

The Citywide Goals are Enhancing Government Stewardship and Accelerating Operational Excellence.

Fiscal/Budget Impact:

The annual budget impact is $227,500. Sufficient funds are budgeted in account 50119101-534000

Recommendation:

Staff recommends a Motion to approve Resolution Number 116-26.

Attachments:

1. Resolution_Number_116_26_Fortinet.docx
2. Q-22092- Riviera Beach - Fortinet - Renewal 2026.cleaned.pdf

Resolution Number 116-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the use of NASPO Contract 4323000-16-ACS through Atlantic Data Security for subscription services with Fortinet Inc. for ongoing network infrastructure licenses; authorizing the Chief Financial Officer to make a payment of $227,500; and providing an effective date.

Whereas, the City of Riviera Beach has identified a need for modern computer networking infrastructure to facilitate the needs of its employees; and

Whereas, the City currently utilizes Fortinet equipment; and

Whereas, the City wishes to continue to utilize the Fortinet platform and seeks to renew its software licensing.

Now, Therefore, be it resolved by the City Council of the City of Riviera Beach, Florida, as follows:

Section 1. The City authorizes the Mayor to execute a 1-year term to renew the Fortinet networking platform in the amount of $227,500 for the term that begins 09/30/2026 through 09/29/2027 per quote Q-22092.

Section 2. The Chief Financial Officer is authorized to make a payment in the amount of $227,500 from account number 50119101-534000.

Section 3. This Resolution shall take effect upon its passage and approval by the City Council.

[The remainder of this page is intentionally blank. Signature page to follow.]

Passed and Approved this ____ day of _____, 2026.

Approved:

_____

Douglas Lawson
Mayor

Attest:

_____

Debrah Hall
Master Municipal Clerk
City Clerk

Motioned By: _____

Seconded By: _____

B. Guyton: ____

K. Miller-Anderson: ____

S. Lanier: ____

G. Spiritis: ____

F. Davis-Panier ____

Reviewed As To Legal Sufficiency

_____
Dawn S. Wynn, City Attorney

Date: _____

Atlantic Data Security, LLC
PO Box 380848
East Hartford, CT 06138
US

Fax: 860-777-2585
Email: sales@atlanticdatasecurity.com

Contact Name:	Wyllem Marcelo	**Quote #:**	Q-22092
Ship To Name:	City of Riviera Beach	**Date:**	8/21/2026
Email:	wmarcello@rivierabeach.org	**Expiration Date:**	10/22/2026
Phone:	15617187458	**Account Owner:**	Rusty Agee
Terms:	Net 30		

Bill To:	City of Riviera Beach 600 W Blue Heron Blvd Riviera Beach, FL 33404	**Ship To:**	City of Riviera Beach 600 W Blue Heron Blvd Riviera Beach, FL 33404

Part #	Description	Qty	Item Price	Total Price
COTERM	FORTINET INC. : Fortinet Coterm Renewal Start Date: 9/30/2026 End Date: 9/29/2027	1.00	$227,500.00	$227,500.00

Subtotal: $227,500.00
Grand Total: $227,500.00

Comments

NASPO Contract: 43230000-NASPO-16-ACS Addendum: AR2472
The Fortinet renewal SKU is not listed on the NASPO/OMNIA price list because Fortinet renewal products are entitlement-based and generated per device serial number, rather than offered as catalog SKUs. The cooperative contract establishes authorized pricing discounts and terms, which are applied to this renewal even though the SKU itself is open-market. This purchase represents a continuation of existing, previously approved infrastructure and is required to maintain vendor support, security updates, and compliance.

Order Processing Information

Direct purchase orders to: orders@atlanticdatasecurity.com
Federal Tax ID# 45-3304424. Prices are in US dollars and do not include any applicable taxes, duties, or shipping unless specified. Atlantic is an equal opportunity employer.

Invoicing note: The total amount is due at the time of invoicing unless a different invoicing schedule is outlined in this quote. Changing the invoice schedule may require an adjustment to the price shown.

Please note, if applicable and unless otherwise specified in a statement of work, or in the comments above, any Atlantic Data Security, LLC provided services scheduled outside of 8am-5pm EST, M-F, will be billed at time and a half, and any hours on Sat-Sun will be billed at double time. The hours are based on remote assistance. If on-site assistance is needed, travel expenses will be applied and billed at the time of invoicing.

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Councilmembers

From: Ben Sheehan, Interim Chief Information Officer

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 118-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, declaring Environmental Systems Research Institute, Incorporated (ESRI) to be a sole source provider; approving the award of a three (3) year Enterprise Agreement (EA) renewal to ESRI for ESRI Geographic Information System (GIS) products and services for a total contract amount not to exceed One Hundred Forty Thousand Seven Hundred and 00/100 Dollars ($140,700.00) to be paid in 3 annual payments of Forty-Six Thousand Nine Hundred and 00/100 Dollars ($46,900.00) from fund account 5011901-534000; authorizing the Chief Financial Officer to make payments from fund account 5011901-534000 in a total amount not to exceed $140,700.00; and providing for an effective date and other purposes.**

Date: October 07, 2026

CC: General Public

Background:

The ESRI ArcGIS (Geographic Information Systems) platform provides computerized mapping, plotting, and resource tracking. It is used by multiple City departments to support both internal operations as well as provide external services to the citizens of the City. It is recognized as the industry standard GIS platform and represents a crucial component in City processes.

City Goals:

The Citywide Goals are Enhancing Government Stewardship and Accelerating Operational

Excellence.

Fiscal/Budget Impact:

The annual budget impact is $46,900. Sufficient funds are budgeted in account 50119101-534000

Recommendation:

Staff recommends a Motion to approve Resolution Number 118-26.

Attachments:

1. Resolution_118-26_ESRI_GIS_Software_License_Contract.docx
2. ESRI agreement redlined.pdf
3. Riviera Beach Licensing.xlsx

Resolution Number 118-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, declaring Environmental Systems Research Institute, Incorporated (ESRI) to be a sole source provider; approving the award of a three (3) year Enterprise Agreement (EA) renewal to ESRI for ESRI Geographic Information System (GIS) products and services for a total contract amount not to exceed One Hundred Forty Thousand Seven Hundred and 00/100 Dollars ($140,700.00) to be paid in 3 annual payments of Forty-Six Thousand Nine Hundred and 00/100 Dollars ($46,900.00) from fund account 5011901-534000; authorizing the Chief Financial Officer to make payments from fund account 5011901-534000 in a total amount not to exceed $140,700.00; and providing for an effective date and other purposes.

Whereas, ESRI is the owner and provider of certain Geographic Information Systems (GIS) software, data, online services, professional services, ESRI managed cloud services; and

Whereas, ESRI, as owner and manufacturer, is the sole-source provider of GIS software and technical support in the United States; and

Whereas, the City desires to renew the license and Enterprise Agreement (EA) to continue using and deploying Geographic Information Systems (GIS) products and services; and

Whereas, the City desires to make payments to ESRI in three equal annual payments of Forty-Six Thousand Nine Hundred and 00/100 Dollars ($46,900.00) for a total contract amount not to exceed One Hundred Forty Thousand Seven Hundred Dollars and no/cent ($140,700.00) from fund account 5011901-534000; and

Whereas, the City has determined that it is necessary, expedient, and in the best interest of the City to retain ESRI for the GIS software and services described in the Enterprise Agreement (EA) so as to improve the operational efficiency of the City.

Now, therefore, be it resolved by the City Council of the City of Riviera Beach, Florida, that:

Section 1. The City authorizes the Mayor to execute the Enterprise Agreement to license ESRI GIS products and services in the amount not to exceed $140,700.00.

Section 2. The Chief Financial Officer is authorized to make payment in three annual payments of $46,900.00 each in a total amount not to exceed $140,700.00 from account 50119101-534000.

Section 3. This Resolution shall take effect upon its passage and approval by the City Council.

Passed and Approved this ____ day of _____, 2026.

Approved:

_____
Douglas Lawson
Mayor

Attest:

_____
Debrah Hall
Master Municipal Clerk
City Clerk

Motioned By: _____

Seconded By: _____

B. Guyton: ____

K. Miller-Anderson: ____

S. Lanier: ____

G. Spiritis: ____

F. Davis-Panier ____

Reviewed As To Legal Sufficiency

_____
Dawn S. Wynn, City Attorney

Date: _____

Quotation # Q-542845

Date: August 5, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 263463 Contract # ENTERPRISE AGREEMENT

City of Riviera Beach
Information Technology Dept
600 W Blue Heron Blvd
Riviera Beach, FL 33404-4311

ATTENTION: James Shaw
PHONE: 5616033217
EMAIL: jshaw@rivierabeach.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/15/2026 To: 10/13/2026

Material	Qty	Term	Unit Price	Total
193205	1	Year 1	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 2	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
193205	1	Year 3	$42,200.00	$42,200.00
Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168440	1	Year 1	$4,700.00	$4,700.00
ArcGIS GeoEvent Server Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168440	1	Year 2	$4,700.00	$4,700.00
ArcGIS GeoEvent Server Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				
168440	1	Year 3	$4,700.00	$4,700.00
ArcGIS GeoEvent Server Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription				

Subtotal:	$140,700.00
Sales Tax:	$0.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Wendy McGuire	wmcguire@esri.com	704-541-9810 x8657

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

MCGUIREW **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-542845

Date: August 5, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 263463 Contract # ENTERPRISE AGREEMENT

City of Riviera Beach
Information Technology Dept
600 W Blue Heron Blvd
Riviera Beach, FL 33404-4311

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/15/2026 To: 10/13/2026

ATTENTION: James Shaw
PHONE: 5616033217
EMAIL: jshaw@rivierabeach.org

Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$140,700.00

Upon acceptance of the offer, the City of Riviera Beach agrees to commit to the three-year term. Esri will invoice the City of Riviera Beach for the annual fee in advance of each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice. The dates for this Enterprise Agreement are as follows:

- Year 1: 8/8/2026 - 8/7/2027
- Year 2: 8/8/2027 - 8/7/2028
- Year 3: 8/8/2028 - 8/7/2029

The following items are optional items listed for your convenience.
These items are not included in the totals of this quotation.

Material	Qty	Unit Price	Total
174382	3	$1,011.75	$3,035.25
Esri Training Pass per Day			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Wendy McGuire	wmcguire@esri.com	704-541-9810 x8657

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

MCGUIREW **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-542845

Date: August 5, 2026

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 263463 Contract # ENTERPRISE AGREEMENT

City of Riviera Beach
Information Technology Dept
600 W Blue Heron Blvd
Riviera Beach, FL 33404-4311

ATTENTION: James Shaw
PHONE: 5616033217
EMAIL: jshaw@rivierabeach.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 7/15/2026 To: 10/13/2026

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $_____, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

_____ _____
Signature of Authorized Representative **Date**

_____
Name (Please Print)

_____
Title

The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Wendy McGuire	wmcguire@esri.com	704-541-9810 x8657

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

MCGUIREW **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement #00354512.0

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	20	ArcGIS Enterprise Contributor User Type	20
ArcGIS Online Mobile Worker User Type	125	ArcGIS Enterprise Mobile Worker User Type	125
ArcGIS Online Creator User Type	125	ArcGIS Enterprise Creator User Type	125
ArcGIS Online Professional User Type	30	ArcGIS Enterprise Professional User Type	30
ArcGIS Online Professional Plus User Type	30	ArcGIS Enterprise Professional Plus User Type	30
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	30 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	30	ArcGIS Location Sharing for ArcGIS Enterprise	30
ArcGIS Online Service Credits	75,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	20

Other Benefits

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 RESERVED. ~~Annual Report of Deployments.~~

~~At the anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.~~

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

	Current Licensing at City of Riviera B
Name	**Total**	**Used**
Creator	125	102
Contributor	20	1
Mobile Worker	125	0
Professional Plus	30	0
Professional	30	0
Viewer	700	27

ArcGIS Enterprise	Unlimited
ArcGIS Pro Users Types for Public Safety	Unlimited
Upcoming EA Renewal Cost:	**$42,200**

each		
ArcGIS Pro Core		
ArcGIS Pro Advanced	100	13
ArcGIS Pro Basic	100	0
ArcGIS Pro Standard	100	0
ArcGIS Pro Ext		
ArcGIS 3D Analyst for Pro	100	11
ArcGIS Data Reviewer for Pro	100	11
ArcGIS Image Analyst for Pro	30	0
ArcGIS Network Analyst for Pro	100	11
ArcGIS Publisher for Pro	100	11
ArcGIS Spatial Analyst for Pro	100	11
ArcGIS Geostatistical Analyst	100	11
ArcGIS Workflow Manager for Pro	100	8
ArcGIS Insights	3	3
Location Sharing	30	2

Name	Total
Creator	102
Contributor	1
Mobile Worker	0
Professional Plus	13
Professional	0
Viewer	27
ArcGIS Enterprise Standard	0

Potential A La Carte Licensing		
	Individual Cost	Total Cost
*includes ArcGIS Pro Basic	$700	**$71,400**
	$250	**$250**
	$400	**$0**
*Added an additional 6 Professional Plus Licenses to cover the ArcGIS Pro Ext. Each Pro ext. is $650, it's more cost effective to add Professional Plus Licensing. Includes ArcGIS Pro Advanced	$4,200	**$54,600**
*Includes ArcGIS Pro Standard	$2,200	**$2,200**
	$125	**$3,375**
* ArcGIS Enterprise has two different licensing models. Perpetual licensing, which includes a larger first-year licensing fee, and subsequent years have a lower maintenance fee. Annual Subcription has a flat yearly fee	**Perpetual License**:First year fee: $26100 Maintenance: $6200, **Annual Subscription**: $15600	**0**
	Total Cost:	**$131,825**

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Councilmembers

From: Bernard Buxton-Tetteh, Public Works Director

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 117-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a Grant Agreement between the City of Riviera Beach and State of Florida, Division of Emergency Management for development of a citywide Watershed Master Plan; authorizing the City Manager to execute the Grant Agreement; authorizing the Chief Financial Officer to receive the grant funds in the amount of $135,000 and set up a grant expenditure account; authorizing matching local funds in the amount of $45,000; and providing for an effective date.**

Date: October 07, 2026

CC: General Public

Background:

Staff is requesting City Council approval of a Grant Agreement between the City of Riviera Beach and State of Florida, Division of Emergency Management for development of a citywide Watershed Master Plan.

The grant was awarded to the City of Riviera Beach under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HGMP). The State of Florida, Division of Emergency Management serves as the pass-through entity for the FEMA program.

The Watershed Master Plan is a vital foundation for flood mitigation efforts in the City of Riviera Beach. This plan will allow the City to pinpoint the various challenges that jeopardize

public safety and property, including: stormwater flooding, high tides, king tides, and sea level rise in developed areas. Additionally, it will enable city officials to address the detrimental impacts of runoff and pollution—such as nutrient pollution in watershed bodies, the spread of invasive species like Harmful Algal Blooms, the loss of shoreline vegetation, and saltwater intrusion—and develop strategies to mitigate these issues effectively.

The City completed a Storm Water Master Plan (SMP) in 2024 to identify stormwater deficiencies and Capital Improvement Projects (CIPs) that can address current and future flooding challenges within the city and recently completed a Vulnerability Assessment (VA) in June 2026 to identify the most vulnerable areas and assets likely to be impacted by sea level rise, tidal impacts, precipitation increases and compound flooding. The Watershed Master Plan will facilitate a more detailed analysis of the existing drainage system, capacity constraints, flood resiliency and mitigation strategies, as well as the impacts of sea level rise at a watershed level to ensure scalability and long-term planning.

The Storm Water Master Plan and Vulnerability Assessment, along with the Watershed Master Plan, will define and prioritize the implementation of restoration and mitigation projects aimed at addressing various climate challenges that impact public safety and property. These initiatives will improve water quality, reduce flooding impacts within the watershed, and provide guidance on ordinance language related to seawalls and stormwater master planning. Additionally, these efforts will help identify and develop effective mitigation strategies to minimize flood related risks.

The grant will also facilitate the development a Watershed Master Plan (WMP) that complies with the FEMA's Community Rating System (CRS) program. The adoption of the Watershed Master Plan (WMP) will provide additional credit for the City of Riviera's participation in the FEMA Community Rating System (CRS) which provides a discount on the flood insurance premium for residents. Residents current receive a 10 percent discount off their flood insurance premiums.

The grant provides an amount of $135,000 with required local match funds of $45,000 for a total project cost of $180,000.

City Goals:

The Citywide Goal is to facilitate Operational Excellence.

Fiscal/Budget Impact:

The agreement will provide the City with $135,000 for funding of a Watershed Master Plan

Recommendation:

Staff recommends a Motion to approve Resolution Number 117-26.

Attachments:

1. Resolution_Number_117-26_Watershed_Master_Plan.docx
2. Watershed Master Plan Grant Agreement.pdf

Resolution Number 117-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, approving a Grant Agreement between the City of Riviera Beach and the State of Florida, Division of Emergency Management for development of a citywide Watershed Master Plan; authorizing the City Manager to execute the Grant Agreement; authorizing the Chief Financial Officer to receive the grant funds in the amount of $135,000 and set up a grant expenditure account; authorizing matching local funds in the amount of $45,000; and providing for an effective date.

Whereas, the State of Florida, Division of Emergency Management (Division) serves as the pass-through entity for the award of Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program funds; and

Whereas, City of Riviera Beach serves as a sub-recipient fully qualified and eligible to receive grant funds awarded through the Hazard Mitigation Grant Program; and

Whereas, the Florida Division of Emergency Management prioritizes flood risk management as an integral part of its mission which includes assistance to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities; and

Whereas, the Florida Division of Emergency Management has allocated grant funding through the Hazard Mitigation Grant Program (HMGP) to the City of Riviera Beach for development of a Watershed Master Plan; and

Whereas, the City of Riviera Beach agrees to administer and complete the project in accordance with the scope of work as submitted by the City and subsequently approved by the Division and FEMA; and

Whereas, the City of Riviera Beach shall complete the work in accordance with all applicable Federal, State, Local Laws, Regulations, and Codes.

Now, therefore, be it resolved by the City Council of the City of Riviera Beach, Palm Beach County, Florida, as follows:

Section 1. The City Council hereby approves the Grant Agreement between the City of Riviera Beach and the State of Florida, Division of Emergency Management for the development of a Watershed Master Plan.

Section 2. The City Manager is authorized to execute the Grant Agreement and any related documents necessary to implement the project.

Section 3. The Chief Financial Officer is authorized to receive the grant funds in the amount of $135,000 and set up the budget in accordance with the Grant Agreement.

Section 4. The Chief Financial Officer is authorized to provide matching local funds in the amount of $45,000.

Section 5: This Resolution shall take effect upon its passage and approval by the City Council of the City of Riviera Beach.

Passed and Adopted on this ____ day of _____ 2026.

Approved:

_____

Douglas Lawson
Mayor

Attest:

_____

Debrah Hall
Master Municipal Clerk
City Clerk

Motioned By: _____

Seconded By: _____

B. Guyton: ____

K. Miller-Anderson: ____

S. Lanier: ____

G. Spiritis: ____

F. Davis-Panier ____

Reviewed As To Legal Sufficiency

_____
Dawn S. Wynn, City Attorney

Date: _____

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Riviera Beach
PROJECT #:	4673-305-P28
PROJECT TITLE:	City of Riviera Beach Watershed Master Plan
HMGP CONTRACT #:	H1510
SM CONTRACT #: (if applicable)	
MODIFICATION #:	

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Raul J. Osorio Coastal Resiliency Program Manager 701 Xenia Avenue S., Suite 300 Minneapolis MN 55416

Enclosed is your copy of the proposed contract(s)/modification(s) between City of Riviera Beach and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign Country of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

SUB-RECIPIENT AGREEMENT CHECKLIST

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850)676 –8777 or email me at davion.dunston@yagroup.com
.

Agreement Number: **H1510**

Project Number: **4673-305-P28**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Riviera Beach
Sub-Recipient's unique entity identifier (UEI/FEIN):	CEJAKVEG8D68 / 596000417
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 11, 2026
Subaward Period of Performance Start and End Date:	March 11, 2026 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$135,000.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$135,000.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$135,000.00
Federal award project description (see FFATA):	Watershed Master Plan
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	davion.dunston@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Riviera Beach, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Davion Dunston
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-676-8777
Email: davion.dunston@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Laura Dhuwe
Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: watershedplanning@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Raul J. Osorio
   Coastal Resiliency Program Manager
   701 Xenia Avenue South, Suite 300
   Minneapolis, MN 55416
   Telephone: 334-870-6864
   Email: raul.osorio@wsbeng.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 11, 2026 and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of “period of performance” contained in 2 C.F.R. §200.1, the term “period of agreement” refers to the time during which the Sub-Recipient “may incur new obligations to carry out the work authorized under” this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement “only for allowable costs resulting from obligations incurred during” the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$135,000.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "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)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

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: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

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

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. 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.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

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

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

iii. 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;

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

v. 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; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF RIVIERA BEACH

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 135,000.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Mitigation Planning Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Watershed Master Planning Program

City of Riviera Beach Watershed Master Plan

Budget and Scope of Work

STATEMENT OF PURPOSE:

The Florida Division of Emergency Management's (the Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Watershed Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) **DR-4673-305-P28**, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Sub-Recipient, City of Riviera Beach, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Watershed Master Plan (WMP) for credit under Community Rating System (CRS). This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

The purpose of a Watershed Master Plan (WMP) is to equip communities with a decision-making tool aimed at reducing the risk of increased flooding from future conditions, such as new development, redevelopment, and the impacts of climate change and sea level rise, across a watershed or community. WMP's enable communities to understand current watershed behavior and flooding issues while proactively planning for future challenges driven by growth and climate-related factors.

This project shall result in the development of Watershed Master Plans (WMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. These plans shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (refer to the CRS Coordinator's Manual[1] and additional guidance materials). WMPs will be developed in alignment with the 2021 Addendum and the 2017 National Flood Insurance Program's Community Rating System Coordinator's Manual[2], among other requirements. The Sub-Recipient shall finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/.

[1] https://www.fema.gov/sites/default/files/documents/fema_community-rating-system_coordinators-manual_2017.pdf;
[2] CRS Coordinator's Manual

TASKS & DELIVERABLES:

A. TASKS

1. Create Preliminary Project Plan based on Initial Flood Modeling and Submit Draft Watershed Master Plan.

The Sub-Recipient shall create a preliminary Watershed Master Plan (WMP), which is a narrative detailing how the initial flood modeling has sufficient detail on the data that went into the model, model specifications, and possible solutions for addressing flood risks that the model identified. There shall be enough detail in the preliminary WMP to verify the required analysis has been completed. Specifically, the required analysis for the preliminary WMP shall include all the Minimum Criteria required for a creditable WMP under the two categories of Data Inventory and Collection and Initial Flood Modeling as follows:

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
    a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
    b. Inventory of existing drainage system
    c. Inventory of data availability
2. Locations of:
    a. critical facilities, cultural/historical, and other places/areas of interest
    b. vulnerable areas and their descriptions
    c. natural and constructed drainage systems and channels
3. Existing regulations and plans in place for reducing flood risks

Initial Flood Modeling (highly recommended to use an ISO accepted flood model to receive CRS credit)

4. For current/existing conditions land use, future land use, and the fully developed watershed scenarios:
    a. Evaluations of the existing drainage system's runoff response from design storms using a hydrologic and hydraulic study with a hydrograph approach under current and predicted future land use conditions with assessments of the impacts of climate change and sea level rise for 10-, 25- & 100-year storm events.
    b. For currently fully developed watersheds: studies of existing development and the potential impact of any redevelopment.
    c. Evaluations of different management scenarios for at least the 100-year rainfall event for a fully developed watershed at a scale sufficient to determine local problems.
    d. Determinations of the change in runoff from current to future, fully developed conditions.
    e. Recommendations for managing at least the 10-year and the 25-year rainfall events.
5. For communities impacted by sea level rise:
    a. evaluations of the impacts of the NOAA Intermediate 2100 sea level rise scenario on the 100-year rainfall event.
    b. It is highly recommended to include 2 other scenarios up to 2100, which could be based on sea level for 2-time frames into the future or any number of feet of sea level rise within this timeframe.
6. The plan must include a strategy and action plan to address the results of the studies for:

a. controlling the timing of peak flows to prevent or minimize problems for the entire watershed due to new development, redevelopment, and fully developed conditions.

b. the impact of climate change and sea level rise on fully developed conditions.

c. at least the 25-year rainfall event in fully developed conditions, with a list of possible solutions for addressing at least the 25-year rainfall event.

d. at least one event larger than the 25-year rainfall event, with a list of possible solutions for addressing this event.

e. ensuring that flood hazards from the 10-year and the 25-year events are not increased by future development (the 2-year storm is also recommended).

7. The community must adopt the final plan.

8. If applicable, WMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, previous assumptions on hydrology, sea level rise and future land use, are still applicable.

TASK 1 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit following Task 1 deliverables to the Division:

a) An electronic copy of the preliminary Watershed Master Plan (WMP).

b) A separate electronic document listing how and where in the preliminary WMP the Minimum Criteria listed under Task 1 are met.

c) A separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution.

d) A separate electronic document with all comments between the Sub-Recipient Staff and contractor from their review of the WMP, and

e) Submit previous WMP or if no previous WMP exists submit a letter stating as such.

Reimbursement / Payment for Task 1 shall occur once the Sub-Recipient has received feedback from the Division confirming that their preliminary WMP and Task 1 Deliverables have been approved. To be approved, the preliminary WMP shall show how all the listed Minimum Criteria required for a creditable WMP are intended to be met.

2. Revise Draft Watershed Master Plan and Submit Completed Watershed Master Plan.

After receiving feedback from the Division on the preliminary Watershed Master Plan (WMP), from Task 1 (per Task 1 Deliverables), the Sub-Recipient shall finalize the flood modeling process and submit their completed WMP. At a minimum, the modeling and WMP must meet the Minimum Criteria required for a creditable WMP shown above. The Sub-Recipient shall update their WMP, if revisions are necessary based on the Division's feedback, and submit the completed WMP to the Division for review.

The Sub-Recipient shall coordinate, throughout the activities for Task 2, with the applicable Local Mitigation Strategy (LMS) working group to ensure that the working group shall adopt the WMP as an annex in the next LMS update and use the data to inform the risk assessment and mitigation strategy.

TASK 2 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager, for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit the following Task 2 deliverables to the Division:

a) An electronic copy of the completed WMP (after incorporating comments from the Division, if applicable).

b) A signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed WMP shall be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update; and

c) Provide documentation of WMP submittal to ISO/CRS.

Reimbursement / Payment for Task 2 shall occur once the Sub-Recipient has received feedback from the Division confirming that their completed WMP and Task 2 Deliverables have been approved. To be approved, the completed WMP shall show how all the listed Minimum Criteria required for a creditable WMP have been met.

3. Grant Management Tasks:

The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and performing all work plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

The Sub-Recipient shall monitor and manage the procurement and shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

During this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are

accurate and any contracted services are rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information.

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services.

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final project cost. All Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

	Deliverable Value	**Due Date**
Task 1 – Create Preliminary WMP based on Initial Flood Modeling; Submit Draft WMP and additional Task 1 Deliverables	$150,000.00	12 months after beginning of POP
Task 2 – Revise Draft WMP; Submit Completed WMP and additional Task 2 Deliverables	$30,000.00	26 months after beginning of POP
Total	**$180,000.00**	

Minimum Level of Performance: Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C. PROGRAMMATIC

1. The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

2. The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
3. The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
4. Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
5. The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
6. A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
7. Project approval is on the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
8. The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

This is FEMA project number **4673-305-P28.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project to the State on March 11, 2026.

The State of Florida awarded this project on 03/17/26.

The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties and the Period of Performance shall end on May 31, 2028.

D. FINANCIAL CONSEQUENCES:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5% of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conducting any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

If the Sub-Recipient fails to comply with any term of the award, the Division shall 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 Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4. Withhold further awards for the program; or

5. Take other remedies that may be legally available.

SCHEDULE OF WORK:

Milestones / Tasks		
State Contracting:	3	Months
Local Procurement:	2	Months
Field Work and Data Collection (Task 1)	3	Months
Initial Flood Modeling (Task 1):	5	Months
Preliminary WMP and Task 1 Deliverables (Task 1)	4	Months
Revise WMP and Submit Completed WMP and Task 2 Deliverables (Task 2)	6	Months
Division Approval and Closeout	3	Month
Total Period of Performance:	**26**	**Months**

BUDGET:

Line-Item Budget*

FEES:	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Personnel	$160,000.00	$120,000.00	$40,000.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$20,000.00	$15,000.00	$5,000.00
Other	$0.00	$0.00	$0.00
Total Project Fees:	**$180,000.00**	**$135,000.00**	**$45,000.00**

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

FUNDING SUMMARY TOTALS:

Federal Share:		$135,000.00	(75.00%)
Non-Federal Share:		$45,000.00	(25.00%)
Total Project Cost:		**$180,000.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Riviera Beach

REMIT ADDRESS: 1481 West 15th Street

CITY: Riviera Beach STATE: Florida ZIP CODE: 33404

PROJECT TYPE: Watershed Master Plan PROJECT #: 4673-305-P28

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1510

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75%	Obligated Local Non-Federal 25%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

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.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Riviera Beach PAYMENT #:

PROJECT TYPE: Watershed Master Plan PROJECT #: 4673-305-P28

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1510

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF RIVIERA BEACH

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Riviera Beach **PROJECT #:** 4673-305-P28

PROJECT TYPE: Watershed Master Plan **CONTRACT #:** H1510

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:**

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: Contract Expiration Date:
Date Deliverables Submitted: Closeout Requested Date:

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC):

Signature: Phone:

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:*

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: *Reviewer:* *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Riviera Beach
Sub-Recipient's Name

H1510
DEM Contract Number

4673-305-P28
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-305-P28

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 135,000.00

OBLIGATION/ACTION DATE: March 11, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: CEJAKVEG8D68

UEID/SAM# +4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Watershed Master Plan (WMP) for credit under Community Rating System (CRS). This project is preceded by the WMP Pilot Program, which consisted of research and the creation of guidance materials to ensure a consistent statewide approach to WMP development.

The purpose of a Watershed Master Plan (WMP) is to equip communities with a decision-making tool aimed at reducing the risk of increased flooding from future conditions, such as new development, redevelopment, and the impacts of climate change and sea level rise, across a watershed or community. WMP's enable communities to understand current watershed behavior and flooding issues while proactively planning for future challenges driven by growth and climate-related factors.

This project shall result in the development of Watershed Master Plans (WMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. These plans shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall follow the Credit Criteria for Element WMP under CRS Activity 452.b (refer to the CRS Coordinator's Manual and additional guidance materials). WMPs will be developed in alignment with the 2021 Addendum and the 2017 National Flood Insurance Program's Community Rating System Coordinator's Manual2, among other requirements. The Sub-Recipient shall finalize the process by submitting their WMP to ISO/CRS for review and providing the Division with a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the WMP shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[2]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[2] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence 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.

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 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.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor’s Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor’s Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is “Yes,” provide the information required in the “Total Compensation Paid to Non-Profit Personnel Using State Funds” form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is “No”, move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[3] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[4] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[5] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[3] As defined in Section 287.138 (1)(d), Florida Statutes.
[4] As defined in Section 287.138 (1)(c), Florida Statutes.
[5] As defined in Section 287.138 (1)(a), Florida Statutes.

City of Riviera Beach

To: Chairperson and City Councilmembers

From: Ben Sheehan, Interim Chief Information Officer

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 129-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the distribution of computer equipment to our Sister City in the City of Freeport, Bahamas; providing for conflicts, severability, and an effective date.**

Date: October 07, 2026

CC: General Public

Background:

The City of Riviera Beach proudly adopted Freeport, Bahamas, as its Sister City in 2026. In support of this valuable relationship, the City has identified 15 surplus laptop computers that have exceeded their useful public safety service life, but would continue to serve students well in a public school system.

The donated laptops will be provided to the Government of Freeport, Bahamas, for distribution solely to students in the Freeport school system and will not be resold. This donation aims to support educational
opportunities by providing students with access to technology that enhances learning and digital literacy.

This initiative represents an opportunity to strengthen the partnership between our communities while
promoting educational initiatives that benefit the youth of Freeport. It reflects the City's commitment to
fostering international goodwill, collaboration, and community development through the Sister

Cities
relationship.

City Goals:
The Citywide Goal is to Enhance Government Stewardship and Accountability.

Fiscal/Budget Impact:
None

Recommendation:
Staff recommends a motion to approve Resolution Number 129-26.

Attachments:
1. Resolution_62-25_-_Sister_City_Relationship_-_Riviera_Beach_Florida_and_Freeport_Bahamas.pdf
2. Proclamation_-_Sister_City_Relationship_with_Freeport_Bahamas.pdf
3. Resolution_Number_129-26__Donation_of_Laptops.docx
4. Approved - Police - Surplus Laptops for Donation to Students in Freeport, Bahamas - Aug. 2026.pdf

RESOLUTION NO. 62-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, FORMALLY ESTABLISHING A SISTER CITY RELATIONSHIP WITH THE CITY OF FREEPORT, COMMONWEALTH OF THE BAHAMAS; RECOGNIZING THE SIGNIFICANCE OF THE OFFICIAL DELEGATION VISIT FROM MAY 17 THROUGH MAY 24, 2025; AFFIRMING MUTUAL COMMITMENTS TO INTERNATIONAL COOPERATION IN THE AREAS OF CULTURE, ECONOMIC DEVELOPMENT, TOURISM, GOVERNANCE, SUSTAINABILITY, AND EMERGENCY MANAGEMENT; AUTHORIZING THE CITY MANAGER TO COORDINATE A FORMAL FRAMEWORK FOR COLLABORATION; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City of Riviera Beach, Florida and the City of Freeport, Bahamas, both vibrant coastal communities, share a common maritime identity, economic interests in trade and tourism, and a strong commitment to advancing the quality of life for their residents; and

WHEREAS, the cities are aligned in their respective forms of municipal governance, fostering transparency, operational excellence, and accountability; and

WHEREAS, from **May 17 through May 24, 2025,** the City of Riviera Beach hosted an official delegation from Freeport for a week-long governmental, cultural, and strategic engagement focused on the exploration of a formal Sister City partnership; and

WHEREAS, both cities affirm their commitment to cultivating an international relationship that promotes cultural exchange, economic development, sustainable infrastructure investment, and collaborative governance; and

WHEREAS, the City of Riviera Beach has identified this relationship as a strategic priority consistent with its Riviera Beach 2030 Plan, specifically the pillars of Building Great Neighborhoods, Achieving a Sustainable Economy, Enhancing Government Stewardship, and Strengthening Community Engagement; and

WHEREAS, both communities desire to cooperate in advancing shared priorities through joint tourism campaigns, business and trade development, educational partnerships, and marketing collaborations that enhance regional and international visibility; and

WHEREAS, recognizing the importance of resilience in coastal communities, the cities commit to partnership in emergency management, disaster preparedness, and public safety coordination, including mutual training exercises, protocol sharing, and joint planning; and

WHEREAS, the cities agree to convene an Annual Cultural Exchange, alternating between the two communities, to promote people-to-people diplomacy, engage students, artists, entrepreneurs, and civic leaders, and deepen international understanding through shared cultural heritage; and

WHEREAS, the City of Riviera Beach wishes to formalize this commitment through the adoption of this Resolution and by directing staff to coordinate implementation in partnership with the City of Freeport.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

Section 1. Establishment of Sister City Relationship.

The City Council of the City of Riviera Beach hereby formally establishes a Sister City relationship with the City of Freeport, Commonwealth of the Bahamas, for international cooperation, civic exchange, and regional collaboration.

Section 2. Recognition of Delegation Visit.

The City acknowledges and commends the formal delegation from the City of Freeport for their official visit from **May 17 through May 24, 2025,** which served as the foundation for this partnership and affirmed shared values and common priorities.

Section 3. Areas of Cooperation.

This Sister City relationship shall encourage collaboration in the following domains:

- **Economic Development & Trade** - Promote investment, entrepreneurship, and cross-border business partnerships.
- **Tourism & Marketing** - Develop joint marketing campaigns and hospitality partnerships to elevate both cities' global profiles.
- **Cultural & Educational Exchange** - Foster understanding through student programs, civic exchanges, and cultural showcases.
- **Environmental & Coastal Sustainability** - Share best practices in shoreline protection, renewable energy, and resilient infrastructure.
- **Emergency Management & Disaster Preparedness** - Coordinate on disaster planning, mutual aid, emergency response training, and recovery strategy development.
- **Municipal Innovation & Governance** - Exchange strategies for fiscal management, civic engagement, policy innovation, and public service delivery.

Section 4. Annual Cultural Exchange Trip.

The communities commit to hosting and participating in an Annual Cultural Exchange, alternating locations each year. These exchanges will include delegations of residents, students, civic leaders, cultural performers, and professionals focused on mutual learning and goodwill.

Section 5. Implementation and Oversight.

The City Manager, or designee, is hereby authorized and directed to:

- Develop a **Memorandum of Understanding (MOU)** in collaboration with Freeport municipal leadership.
- Coordinate official activities, delegations, and exchanges under this agreement.
- Identify and secure funding opportunities, grants, or philanthropic support for Sister City initiatives.
- Provide an annual progress report to the City Council with updates, achievements, and future programmatic goals.

Section 6. Public Awareness and Civic Engagement.

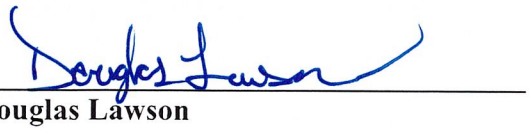
The Office of Communications & Marketing, in collaboration with the Office of the Mayor and Office of the City Manager, shall support media coverage, public announcements, community outreach, and documentation of this partnership to ensure transparency, visibility, and resident involvement.

Section 7. Effective Date.

This Resolution shall take effect immediately upon adoption by the City Council.

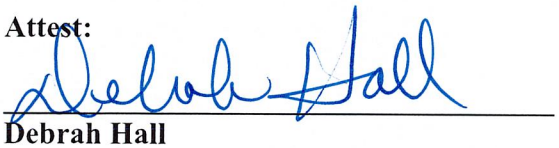
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APPROVED:



Douglas Lawson
Mayor

Attest:



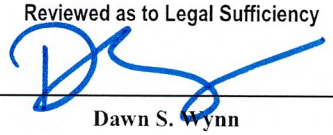
Debrah Hall
Acting City Clerk
Certified Municipal Clerk

MOTION BY: B. GUYTON

SECOND BY: G. SPIRITIS

B. GUYTON:	AYE
K. MILLER-ANDERSON:	AYE
S. LANIER:	AYE
G. SPIRITIS:	AYE
F. DAVIS-PANIER:	AYE

Reviewed as to Legal Sufficiency



Dawn S. Wynn
City Attorney

Date: 7/16/2025

PROCLAMATION

From the office of the Honorable Mayor Douglas Lawson of the City of Riviera Beach, Palm Beach County, Florida establishing a Sister City Relationship between Riviera Beach, Florida and Freeport, Bahamas.

WHEREAS, the City of Riviera Beach, Florida, and Freeport, Bahamas, share a mutual commitment to fostering cultural, economic, and educational exchanges for the betterment of their communities; and

WHEREAS, both cities recognize the value of collaboration and cooperation in strengthening ties, enriching the lives of their citizens, and promoting mutual understanding and respect; and

WHEREAS, the citizens of Riviera Beach and Freeport share common interests and aspirations, including the development of commerce, tourism, and community involvement; and

WHEREAS, the establishment of a Sister City relationship between Riviera Beach and Freeport will open doors for continued collaboration in the fields of education, trade, cultural exchanges, and tourism; and

WHEREAS, this partnership will enhance goodwill, international friendship, and cultural diplomacy, which are fundamental to the shared prosperity of both cities and their citizens; and

WHEREAS, it is fitting and proper to formalize this relationship to reflect the shared values of both cities and their ongoing commitment to building lasting partnerships.

NOW, THEREFORE, I, Douglas Lawson, Mayor of the City of Riviera Beach, Florida, do hereby proclaim the establishment of a Sister City relationship between the City of Riviera Beach and Freeport, Bahamas, to be recognized as of Wednesday, May 21, 2025.

FURTHERMORE, I encourage the citizens of Riviera Beach to embrace this exciting partnership and take part in future collaborative efforts between our two cities.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Riviera Beach to be affixed this 21st day of May, 2025.

_____
Douglas Lawson, Mayor

(CITY SEAL)

ATTEST:

_____
Debrah Hall, CMC, Acting City Clerk

Resolution Number 129-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the distribution of computer equipment to our Sister City in the City of Freeport, Bahamas; providing for conflicts, severability, and an effective date.

Whereas, the City of Riviera Beach, Florida, and the City of Freeport, Bahamas, both vibrant coastal communities, share a common maritime identity, economic interests in trade and tourism, and a strong commitment to advancing the quality of life for their residents; and

Whereas, the City of Riviera Beach, Florida, and the City of Freeport, Commonwealth of the Bahamas, formally established a Sister City relationship via Resolution No. 62-25 to foster international cooperation, civic exchange, and regional collaboration; and

Whereas, the City of Riviera Beach Information Technology Department maintains an inventory of ruggedized laptops for Public Safety usage, including reserve and replacement units, and periodically retires laptops that have reached the end of their useful municipal service life; and

Whereas, the Riviera Beach Information Technology Department possesses a cache of 15 laptops that have been decommissioned from active service, having met its useful life cycle for local municipal operations but remaining functionally sound and highly useful for educational computing needs; and

Whereas, the City of Freeport, Bahamas is in need of reliable laptop computers to enhance its public education efforts; and

Whereas, the laptops identified for donation have been deemed surplus property by the Riviera Beach Information Technology Department due to an end of manufacturer support, and are no longer required for City operational needs, consistent with past equipment replacement life cycles; and

Whereas, donating these decommissioned assets to our Sister City directly advances the bilateral municipal governance goals, protocol sharing, and resource development envisioned in our structural partnership; and

Whereas, the City Council finds that donating this surplus computer equipment is in the best interest of the City of Riviera Beach, promotes international goodwill, and supports a neighboring region with longstanding cultural and community ties to the City; and

Whereas, the recipient City of Freeport, Commonwealth of the Bahamas shall be responsible for all costs associated with transport, export, and receipt of the laptops, and the equipment shall be transferred **as-is**, with no warranty expressed or implied; and

Whereas, City staff and administration recommend that the City Council authorize the transfer and donation of said laptop computers as an act of international goodwill, civic solidarity, and practical cooperation under the Riviera Beach 2030 Plan.

Now, therefore, be it resolved by the City Council of the City of Riviera Beach, Palm Beach County, Florida, as follows:

Section 1. Approval and Authorization. The City Council hereby approves and authorizes the formal donation and transfer of ownership of fifteen (15) surplus decommissioned Riviera Beach Information Technology computers to the City of Freeport, Commonwealth of the Bahamas.

Section 2. Cost. All costs associated with transport, export, shipping, and receipt of the computer equipment shall be borne solely by the receiving City of Freeport, Commonwealth of the Bahamas.

Section 3. Implementation and Authorization. The City Manager, or designee, is hereby authorized and directed to execute all necessary transfer records, documents, and international shipping manifests required to legally and safely deliver the laptop computers to Freeport municipal leadership in accordance with the established Sister City framework

Section 3. Conflict. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Severability. If any section, subsection, sentence, clause, or provision of this resolution is held invalid, the remainder shall not be affected.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

[The remainder of this page is intentionally blank. Signature page to follow.]

Approved:

_____

Douglas Lawson
Mayor

Attest:

_____

Debrah Hall
Master Municipal Clerk

Motioned By: _____

Seconded By: _____

B. Guyton: ____

K. Miller-Anderson: ____

S. Lanier: ____

G. Spiritis: ____

F. Davis-Panier: ____

Reviewed as to Legal Sufficiency

_____
Dawn S. Wynn, City Attorney
Date: _____

CITY OF RIVIERA BEACH – MEMORANDUM

TO: WILLIAM E. WILKINS, CITY MANAGER

FROM: MICHAEL COLEMAN, CHIEF OF POLICE

DATE: AUGUST 18, 2026

SUBJECT: REQUEST TO DONATE SURPLUS LAPTOPS TO FREEPORT, BAHAMAS

As you are aware, the City of Riviera Beach proudly adopted Freeport, Bahamas, as its Sister City in 2026. I am requesting your approval to donate fifteen (15) older laptop computers that are no longer required for City operations, as identified by Interim IT Director Ben Sheehan. These laptops have been determined to be surplus to the City's operational needs and are no longer being utilized for municipal purposes.

The donated laptops will be provided to the Government of Freeport, Bahamas, for distribution solely to students in the Freeport school system and will not be resold. This donation aims to support educational opportunities by providing students with access to technology that enhances learning and digital literacy.

This initiative represents an opportunity to strengthen the partnership between our communities while promoting educational initiatives that benefit the youth of Freeport. It reflects the City's commitment to fostering international goodwill, collaboration, and community development through the Sister Cities relationship. I respectfully request your approval to proceed with donating these surplus laptop computers in accordance with the City's policies and procedures governing the disposition of surplus property.

Thank you for your consideration. Please let me know if any additional information is needed.

☑ Approve ☐ Disapprove

City Manager's Signature: _____ Date: 8/24/2026

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Terrence N. Bailey, Capital Projects Administrator

Through: William E. Wilkins, City Manager

Subject: **2GHO will provide a status update on the progress at Dan Calloway Park.**

Date: October 07, 2026

CC: General Public

Background:
City Staff, in conjunction with G2HO the planning consultant on the Dan Calloway Park, will provide the Council with an update on the status of the project.

City Goals:
The Citywide Goal is to Enhance Government Stewardship.

Fiscal/Budget Impact:
There is not a Fiscal/Budget Impact.

Recommendation:
Staff recommends that the City Council receive this Presentation.

Attachments:

N/A

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Dr. Latronda Starling, Assistant to City Manager

Through: William E. Wilkins, City Manager

Subject: **Presentation of the Early Learning & K-12 Educational Support Grant**

Date: October 07, 2026

CC: General Public

Background:

The City of Riviera Beach Education Advisory Board established the Early Learning & K-12 Educational Support Grant to provide financial assistance for educational programs that strengthen early learning, academic achievement, and college, career, and workforce readiness for Riviera Beach children and families.

The grant program provides funding of up to $2,500 for eligible individual educators and providers and up to $10,000 for eligible schools, educational institutions, and community organizations serving Riviera Beach students.

The application period opened on August 24, 2026, and closes on September 25, 2026, at 11:59 p.m. Funding recommendations will be presented to the City Council for consideration and approval.

City Goals:

Strengthening Community Engagement and Building Great Neighborhoods.

Fiscal/Budget Impact:

The fiscal impact is $100,000.00

Recommendation:

Staff recommends that the City Council receive the presentation on the Early Learning & K-12

Educational Support Grant.

Attachments:

N/A

City of Riviera Beach

To: Honorable Mayor and Members of the City Council

From: Office of Councilperson Shirley D. Lanier

Through: William E. Wilkins, City Manager

Subject: **Domestic Violence Awareness Month - October 2026; Recognition of State Representatives Debra Tendrich and Yolanda Cope.**

Date: October 07, 2026

CC: General Public

Background:

PURPOSE

The Office of Councilperson Shirley D. Lanier submits this item for the presentation of two proclamations recognizing October 2026 as Domestic Violence Awareness Month and acknowledging the domestic violence awareness and survivor advocacy work of State Representative Debra Tendrich and Yolanda Cope. The attached proclamations provide the basis for the recognitions and emphasize safety, dignity, compassion, and support for individuals and families affected by abuse.

BACKGROUND AND COMMUNITY IMPORTANCE

Domestic Violence Awareness Month provides an opportunity to remember those whose lives have been lost, support survivors and their families, raise awareness of abuse, and encourage public participation in prevention and education. The observance affirms that every person deserves to live free from violence, intimidation, and abuse, and that survivors deserve access to resources that support safety, healing, and independence.

The attached proclamations emphasize that legal protections should be complemented by public education, prevention, early intervention, and access to support services. They also highlight collaboration among residents, service providers, healthcare professionals, law enforcement, community organizations, and public officials, while encouraging residents to learn the warning signs of abuse, promote respectful relationships, and respond to survivors with compassion rather than judgment.

STATE REPRESENTATIVE DEBRA TENDRICH

As detailed in Attachment 1, Representative Debra Tendrich represents Florida House District 89 in Palm Beach County and was first elected in 2024. A domestic violence survivor, she has publicly shared her experience and worked with fellow survivors and advocates to bring their perspectives into legislative discussions concerning abuse, protective measures, and the challenges facing individuals and families seeking safety.

Her proclamation recognizes her sponsorship of House Bill 277, Domestic Violence and Protective Injunctions, alongside Representative Danny Nix Jr., with Senator Alexis Calatayud sponsoring the related Senate measure. The legislation received unanimous passage in both chambers, was signed into law on May 21, 2026, and took effect on July 1, 2026. Its provisions address repeat domestic violence offenses, an electronic monitoring pilot program, protective injunctions, and statewide verification of certain protection orders.

The proclamation also notes her 2025 Domestic Violence Impact Award in the Community Leader category from the Palm Beach County Domestic Violence Coordinated Community Response Team.

YOLANDA COPE

As detailed in Attachment 2, Yolanda Cope grew up in Riviera Beach's Monroe Heights neighborhood and is a community advocate, author, and public servant whose work includes public-sector service and volunteering throughout Palm Beach County. A domestic violence survivor, Ms. Cope draws on her lived experience to support victims and fellow survivors, raise awareness, and encourage individuals working to reclaim their lives.

Her proclamation recognizes her participation in public discussions surrounding House Bill 277 and her efforts to connect survivor perspectives with legislative discussions concerning protections and accountability. Her advocacy emphasizes compassion, dignity, and the importance of survivors being heard, respected, and supported. This recognition acknowledges the role of community-based advocacy in helping individuals feel less alone and bringing attention to the experiences of those affected by abuse.

City Goals:

Presenting these proclamations together highlights the connection between legislative work and community advocacy. Both recognitions emphasize listening to survivors and pairing legal protections with education, prevention, and support. Through this observance, the City would encourage continued community participation in efforts to promote healthy relationships and support the safety and well-being of individuals and families affected by domestic violence.

Fiscal/Budget Impact:

No appropriation or funding authorization is requested through this proposed ceremonial agenda item.

Recommendation:

Staff recommends a Motion that the City Council and Mayor receive the presentation of the two attached proclamations recognizing October 2026 as Domestic Violence Awareness Month and acknowledging Representative Debra Tendrich and Yolanda Cope for the advocacy and community service described in their respective proclamations.

Attachments:

1. Domestic Violence Awareness Month Proc. Yolonda Cope.docx
2. Domestic Violence Awareness Month Proc. - Debra Tendrich.docx

OFFICIAL PROCLAMATION

CITY COUNCIL — CITY OF RIVIERA BEACH

On Behalf of the Honorable City Councilperson Shirley D. Lanier,
City Council, Mayor, and In the Presence of the Public.

WHEREAS, the City of Riviera Beach recognizes that every person deserves to live with safety, dignity, and freedom from abuse, and honors individuals whose service and advocacy advance these principles and strengthen the well-being of our community; and

WHEREAS, **Yolanda Cope**, who grew up in the Monroe Heights neighborhood of Riviera Beach, is a dedicated community advocate, author, and public servant whose work in the public sector and volunteer service throughout Palm Beach County reflect her commitment to empowering individuals, uplifting families, and strengthening the community she calls home; and

WHEREAS, as a domestic violence survivor, Ms. Cope draws upon her lived experience to support victims and fellow survivors, raise awareness, and offer encouragement to those working to reclaim their lives, sharing her story to help others feel less alone and to foster greater understanding of the experiences of those affected by abuse; and

WHEREAS, Ms. Cope's advocacy centers on compassion, dignity, and the importance of ensuring that survivors are heard, respected, and supported, affirming that their experiences matter and that they deserve opportunities to pursue safety, healing, and a future free from violence; and

WHEREAS, Ms. Cope has brought a survivor's perspective to public discussions surrounding **Florida House Bill 277**, sponsored by Representative Debra Tendrich and others, which addresses penalties for repeat domestic violence offenses and provisions governing protective injunctions, adding her voice to efforts supporting stronger protections and greater accountability; and

WHEREAS, her willingness to share her experiences alongside fellow survivors, advocates, and elected officials underscores the importance of including survivor perspectives in public policy discussions and connecting community advocacy with legislative efforts to address domestic violence; and

WHEREAS, the City recognizes the importance of proactive measures—including public education, prevention, early intervention, access to support services, and collaboration among community organizations and public institutions—to complement legal protections and promote the safety and well-being of individuals and families affected by domestic violence; and

WHEREAS, Ms. Cope's commitment to service is reflected in her words, ***"If my advocacy reaches just one person and gives them the strength to reclaim their life, then I am fulfilling my purpose,"*** expressing the compassion and personal conviction that guide her advocacy and community involvement; and

NOW, THEREFORE, BE IT PROCLAIMED, by the Office of the City Councilperson Shirley D. Lanier, witness of the Mayor, City Council, Administration, and the residents of the City of Riviera Beach, does hereby formally recognize, honor and proclaim **OCTOBER 2026** as **DOMESTIC VIOLENCE AWARENESS MONTH** in the City of Riviera Beach, and recognize

Yolanda Cope, Domestic Violence Advocate

for her dedicated community service, compassionate advocacy on behalf of domestic violence victims and survivors, and support for legislative protections and proactive measures that promote safety, dignity, and hope.

BE IT FURTHER PROCLAIMED that the City of Riviera Beach expresses its gratitude to Ms. Cope for using her voice and lived experience in service to others, and encourages all residents to join in supporting survivors, promoting healthy and respectful relationships, and working together toward a community free from domestic violence.

IN WITNESS WHEREOF, **I have hereunto set my hand and caused the seal of the City of Riviera Beach to be affixed this 6th day of May 2026.**

_____

Shirley D. Lanier
City Councilperson – Sponsoring

_____

Douglas A. Lawson,
Mayor

ATTEST:

_____

Debrah Hall, MMC
City Clerk

OFFICIAL PROCLAMATION

CITY COUNCIL — CITY OF RIVIERA BEACH

On Behalf of the Honorable City Councilperson Shirley D. Lanier,
City Council, Mayor, and In the Presence of the Public.

WHEREAS, October is recognized as Domestic Violence Awareness Month, providing an opportunity to remember those whose lives have been lost, support survivors and their families, raise awareness of abuse, and encourage community participation in prevention and education; and

WHEREAS, every person deserves to live free from violence, intimidation, and abuse, and every survivor deserves to be treated with dignity, compassion, and respect, with access to resources that support safety, healing, and independence; and

WHEREAS, State Representative **Debra Tendrich**, first elected to the Florida House of Representatives in 2024, represents House District 89 in Palm Beach County and has made domestic violence legislation and survivor advocacy part of her public service; and

WHEREAS, Representative Tendrich has publicly shared her experience as a domestic violence survivor and worked alongside fellow survivors and advocates to bring their experiences into legislative discussions concerning abuse, protective measures, and the challenges faced by individuals and families seeking safety; and

WHEREAS, Representative Tendrich sponsored **House Bill 277, Domestic Violence and Protective Injunctions**, alongside Representative Danny Nix Jr., with Senator Alexis Calatayud sponsoring the related Senate measure, contributing to a legislative effort that received unanimous passage in both chambers of the Florida Legislature; and

WHEREAS, House Bill 277 was signed into law on May 21, 2026, and took effect on July 1, 2026, revising penalties for repeat domestic violence offenses, establishing an electronic monitoring pilot program, and updating provisions concerning protective injunctions and statewide verification of certain protection orders; and

WHEREAS, Representative Tendrich received the **2025 Domestic Violence Impact Award in the Community Leader category** from the Palm Beach County Domestic Violence Coordinated Community Response Team, recognizing her work concerning domestic violence awareness and survivor advocacy; and

WHEREAS, her community service also includes founding **Eat Better Live Better**, where she serves as President, with the organization providing nutrition education and food assistance to children and families; and

WHEREAS, the City of Riviera Beach recognizes the importance of listening to survivors, supporting those affected by domestic violence, and encouraging cooperation among residents, service providers, healthcare professionals, law enforcement, community organizations, and public officials;

NOW, THEREFORE, BE IT PROCLAIMED, by the Office of the City Councilperson Shirley D. Lanier, witness of the Mayor, City Council, Administration, and the residents of the City of Riviera Beach, does hereby formally recognize, honor and proclaim **OCTOBER 2026** as **DOMESTIC VIOLENCE AWARENESS MONTH** in the City of Riviera Beach, and recognize

Debra Tendrich, Florida State Representative

for her domestic violence awareness efforts, survivor advocacy, community service, and legislative work concerning domestic violence and protective injunctions.

BE IT FURTHER PROCLAIMED, that we encourage all residents to observe this month by learning the warning signs of abuse, supporting organizations that assist survivors, promoting respectful and healthy relationships, and helping ensure that individuals affected by domestic violence are met with compassion rather than judgment.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Riviera Beach to be affixed this 20th day of September 2026.

_____

Shirley D. Lanier
City Councilperson – Sponsoring

_____

Douglas A. Lawson,
Mayor

ATTEST:

_____

Debrah Hall, MMC
City Clerk

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Council Members

From: Clarence Sirmons, Director of Development Services, AICP

Through: William E. Wilkins, City Manager

Subject: **Ordinance Number 4320: An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending Chapter 26 of the Code of Ordinances, entitled "Minority Employment and Affordable Housing Opportunity Plan," to retitle the Chapter as the "Municipal Employment and Affordable Housing Opportunity Plan"; amending Sections 26-1 and 26-2 to revise definitions and provide for local hiring; repealing and replacing Section 26-6 with a new "First Source Hiring Component" establishing City-resident hiring, outreach, reporting, and compliance requirements for projects receiving zoning bonuses; amending Sections 26-8 and 26-11 to provide conforming revisions; providing for conflicts; providing for severability; providing for codification; providing for an effective date; and for other purposes.**

Date: October 07, 2026

CC: General Public

Background:

Ordinance No. 4320 proposes a text amendment to Chapter 26 of the City of Riviera Beach Code of Ordinances, currently known as the Minority Employment and Affordable Housing Opportunity Plan (MEAHOP). This amendment would retitle the program as the Municipal Employment and Affordable Housing Opportunity Plan and revise the employment-related provisions of the chapter while maintaining its affordable housing and development incentive framework.

The primary purpose of the amendment is to revise the regulations to comply with recent law

changes by the Florida Legislature. SB 1134, enacted during the 2026 Legislative Session established restrictions concerning certain official actions by municipalities relating to diversity, equity, and inclusion. This amendment will replace the existing Minority Employment Component with a new First Source Hiring requirement. The revised program is designed to prioritize City of Riviera Beach residents with a first opportunity to compete for construction and non-construction employment associated with private development projects receiving zoning bonuses under Chapter 26. The new framework relies on residency-based outreach, notice, referral, and reporting procedures rather than the existing minority-based employment requirements.

Key amendments include new definitions for City of Riviera Beach Resident, Construction Hire, Non-Construction Hire, and Hire; revisions to the purpose and terminology of the program; replacement of Section 26-6 with detailed First Source Hiring requirements; and conforming changes to Sections 26-8 and 26-11. The First Source Hiring Component establishes separate procedures for construction and non-construction positions, including advance notice to the City, resident self-certification, affirmative marketing, community outreach, workforce reporting, and administrative enforcement. The amendment expressly provides that the program does not establish mandatory minority hiring quotas. Instead the intent is to ensure that qualified City residents receive meaningful access to employment opportunities created through development projects benefiting from City zoning incentives.

The affordable housing component of Chapter 26 remains in place. The ordinance continues the City's existing framework of providing development incentives, including density, height, parking, and other zoning bonuses, in exchange for employment-related participation and affordable, attainable, or workforce housing contributions. Ordinance No. 4320 therefore modernizes the employment component of MEAHOP while preserving the broader economic development and affordable housing objectives of the program. The proposed ordinance is the result of a collaborative effort of Development Services staff, The City Attorney's Office, and an outside consultant firm. The Planning and Zoning Board reviewed the proposed amendment on August 13, 2026, and recommended approval to the City Council.

During first reading on September 2nd, City Council provided direction to make several updates to the draft ordinance: 1.) Identify a point person to oversee the resident referral program. 2.) Ensure there are "teeth" in the ordinance for instances of non-compliance. 3.) Include a list of acceptable documents for verifying employment of individuals hired. 4.) Prohibit 1099 employees as being eligible for local hires. All of the aforementioned changes have been made since first reading and the ordinance is now ready for approval consideration by City Council.

City Goals:

The Citywide Goal is to Build Great Neighborhoods.

Fiscal/Budget Impact:
No fiscal impact.

Recommendation:
Staff recommends a Motion to approve Ordinance Number 4320.

Attachments:
1. Ordinance_No_4320_MEAHOP.2nd_Reading_FINAL.docx
2. Summary_Report._Ordinance_4320._MEAHOP.docx
3. Riviera_Beach_business-impact-estimate-Ordinance_4320.docx

ORDINANCE NO. 4320

An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending Chapter 26 of the Code of Ordinances, entitled "Minority Employment and Affordable Housing Opportunity Plan," to retitle the Chapter as the "Municipal Employment and Affordable Housing Opportunity Plan"; amending Sections 26-1 and 26-2 to revise definitions and provide for local hiring; repealing and replacing Section 26-6 with a new "First Source Hiring Component" establishing City-resident hiring, outreach, reporting, and compliance requirements for projects receiving zoning bonuses; amending Sections 26-8 and 26-11 to provide conforming revisions; providing for conflicts; providing for severability; providing for codification; providing for an effective date; and for other purposes.

Whereas, the City of Riviera Beach, Florida ("City") is a duly constituted municipality possessing the home rule powers and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

Whereas, Chapter 26 of the City's Code of Ordinances establishes the City's Minority Employment and Affordable Housing Opportunity Plan ("MEAHOP"), a voluntary development incentive program intended to address employment opportunities, affordable housing needs, and economic development through zoning-related incentives; and

Whereas, Chapter 26 currently contains definitions, employment requirements, and development incentive provisions based in part upon classifications relating to minority groups and minority employment; and

Whereas, the Florida Legislature enacted CSB 1134 during the 2026 Legislative Session, which was designated as Chapter 2026-43, Laws of Florida, and establishes restrictions concerning certain official actions by municipalities relating to diversity, equity, and inclusion; and

Whereas, the City Council desires to amend Chapter 26 to remove race-based classifications from the City's development incentive employment requirements and replace the existing Minority Employment Component with a residency-based First Source Hiring Component designed to provide residents of the City of Riviera Beach a genuine first opportunity to compete for employment generated by development projects receiving zoning bonuses under Chapter 26; and

Whereas, the proposed First Source Hiring Component establishes separate requirements for construction and non-construction employment opportunities and provides for notice, referrals, resident self-certification, affirmative marketing, community outreach, reporting, and enforcement while expressly providing that the program does not establish any numeric hiring goal, target, or quota; and

Whereas, the amendments further add definitions for "City of Riviera Beach Resident," "Construction Hire," "Non-Construction Hire," and "Hire," and revise other terminology throughout Chapter 26 to implement and support the First Source Hiring Component; and

Whereas, the amendments also revise the bonus contribution provisions contained in Section 26-8 to remove obsolete references to the former Minority Employment Component and confirm the administration of development incentives to the revised requirements of Chapter 26; and

Whereas, the Planning and Zoning Board reviewed the proposed text amendment on August 13, 2026, and voted to recommend approval of the proposed amendment to the City Council; and

Whereas, the City Council finds that the amendments to Chapter 26 establish a clear and administratively enforceable process for providing City residents with meaningful access to employment opportunities associated with development projects receiving City zoning incentives while maintaining the affordable housing objectives of Chapter 26; and

Whereas, the City Council finds that adoption of this Ordinance serves a valid public purpose and promotes the health, safety, economic opportunity, and general welfare of the residents of the City of Riviera Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are incorporated into this Ordinance by reference as true and correct findings of the City Council of the City of Riviera Beach and are deemed operative provisions of this Ordinance.

Section 2. Amendment. Chapter 26 of the City of Riviera Beach Code of Ordinances, currently entitled "Minority Employment and Affordable Housing Opportunity Plan," is hereby amended as provided in Composite Exhibit "1," attached hereto and incorporated herein by reference. The amendments include retitling Chapter 26 as the "Municipal Employment and Affordable Housing Opportunity Plan"; revising Section 26-1, entitled "Definitions"; revising Section 26-2, entitled "Purpose of Plan"; repealing and replacing Section 26-6, currently entitled "Minority Employment Component," with a new Section 26-6 entitled "First Source Hiring Component"; revising Section 26-8, entitled "Calculating Bonus Contributions"; revising Section 26-11, entitled "Appendices"; and making related conforming amendments throughout Chapter 26.

Section 3. Repeal and Replacement. Section 26-6. Chapter 26, Section 26-6, currently entitled "Minority Employment Component," is hereby repealed and replaced in its entirety with a new Section 26-6, entitled "First Source Hiring Component," as provided in Composite Exhibit "1," attached hereto and incorporated herein by reference.

Section 4. Conflicts. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Codification. Specific authority is hereby granted to codify this Ordinance as part of the Code of Ordinances of the City of Riviera Beach. The sections of this Ordinance may be renumbered, re-lettered, or otherwise editorially revised to accomplish such codification, provided that no substantive change is made to the provisions adopted herein.

Section 7. Effective Date. This Ordinance shall become effective immediately upon passage and adoption by the City Council in accordance with the requirements of the City of Riviera Beach Charter.

PASSED AND APPROVED on 1st reading on this ____ day of _____ 2026

PASSED AND ADOPTED on 2nd reading on this ____ day of _____ 2026.

The remainder of this page is intentionally left blank.

APPROVED:

Douglas Lawson
Mayor

Bruce Guyton
Chairperson

ATTEST:

Glen Spiritis
Chair Pro Tem

Debrah Hall
City Clerk
Certified Municipal Clerk

Shirley Lanier
Councilperson

KaShamba Miller-Anderson
Councilperson

Fercella Davis-Panier
Councilperson

1ST READING		**2ND & FINAL READING**	
MOTIONED BY:	_____	**MOTIONED BY:**	_____
SECONDED BY:	_____	**SECONDED BY:**	_____
B. GUYTON	___	**B. GUYTON**	___
K. MILLER-ANDERSON	___	**K. MILLER-ANDERSON**	___
S. LANIER	___	**S. LANIER**	___
G. SPIRITIS	___	**G. SPIRITIS**	___
F. DAVIS-PANIER	___	**F. DAVIS-PANIER**	___

Reviewed as to Legal Sufficiency:

_____
Dawn S. Wynn
City Attorney

Date: _____

COMPOSITE EXHIBIT "1"

The following underlined text is added language. The strike-through text is deleted language.

Chapter 26 ~~MINORITY~~ MUNICIPAL EMPLOYMENT AND AFFORDABLE HOUSING OPPORTUNITY PLAN[1]

Sec. 26-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Affordable, *attainable*, *workforce*, *and market rate housing* are housing units which are sold or rented to families where housing expenses are affordable for households at the following income levels based on Area Median Income (AMI) listed below. Housing payments generally do not exceed 35 percent of a household's gross monthly income.

(1) *Affordable housing* means housing that is affordable for households at or below 80 percent of the AMI. Area Median Income (AMI) is defined by the U.S. Department of Housing and Urban Development (HUD) as income limits per household size and that meets maximum housing payments established by HUD.

(2) *Attainable housing* means housing that is affordable for households between 81 percent and 120 percent of the AMI. Area Median Income (AMI) is defined by the U.S. Department of Housing and Urban Development (HUD) as income limits per household size and that meets maximum housing payments established by HUD.

(3) *Workforce housing* means housing that is affordable for households between 121 percent and 140 percent of the AMI. Area median income eligibility for workforce housing programs and incentives will be based on a percentage of the median income as published by the U.S. Department of Housing and Urban Development regard to household size.

(4) *Market rate housing* means housing that is affordable for households above 140 percent of the AMI. Area median income eligibility for market rate housing programs and incentives, if any, will be based on a percentage of the median income as published by the U.S. Department of Housing and Urban Development without regard to household size.

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[1]Editor's note(s)—Ord. No. 3010, § 1, adopted July 9, 2006, amended ch. 26 in its entirety to read as herein set out. Former ch. 26, §§ 26-1—26-11, pertained to similar subject matter and derived from Ord. No. 2214, § 1, adopted Sep. 21, 1983; Ord. No. 2285, § 1, adopted July 17, 1985.

Cross reference(s)—Human relations, ch. 9; licenses and business regulations, ch. 10; buildings and building regulations, ch. 22; planning, ch. 27; zoning, ch. 31.

An affordable, attainable, workforce housing unit may be either a single-family or multiple-family dwelling unit.

Development incentive agreement- means a written agreement between an applicant and the City for a development containing specific requirements to satisfy the MEAHOP program criteria. The development incentive agreement shall set forth the commitments and obligations of the City and the applicant, and shall incorporate among other things, the affirmative marketing plan and the affordable housing development plan as applicable.

~~*Affordable housing development agreement* means a written agreement between an applicant and the city for a development containing specific requirements to ensure the continuing affordability of housing included in the development.~~

"*City of Riviera Beach Resident" or "Resident*" means a natural person whose principal residence is located within the corporate limits of the City of Riviera Beach, Florida, as of the date of self-certification under section 26-6.

"*Construction Hire*" means a position filled by the party requesting the bonus, or by a contractor or subcontractor performing work on the project, for labor directly related to the construction of the project.

"*Non-Construction Hire*" means a position filled by the party requesting the bonus, or by an operator of the project, for the operation, management, or maintenance of the project.

"*Hire*" means, collectively, a Construction Hire or a Non-Construction Hire.

"***Employee***," for purposes of this section, means an individual who is classified and reported as a common-law employee of the employer, including through W-2 wage reporting. An individual classified by the employer as an independent contractor and reported on Internal Revenue Service Form 1099 shall not be counted as a City-Referred Candidate hire for purposes of compliance with this section, regardless of the individual's residency or referral status.

Affordable housing development plan means a plan prepared by an applicant and approved by the city for affordable, attainable, and/or workforce housing development under this section that outlines and specifies the development's compliance with the applicable requirements in this chapter.

General contractor means a person having the primary responsibility of causing to be erected a building or buildings on a job site or of bringing to a job site such services as sewers, water, and drainage attendant to the erection of the buildings on the job site.

General labor means persons engaged in building activity on a job site of a nonspecific nature and, without limiting the generality of the foregoing, includes persons engaged in security, night or day watchmen, flagmen, traffic control, time-keepers, clean-up and maintenance men.

Job site means the land where it is proposed by the party requesting the bonus to carry on construction or servicing activities.

Local business mean any business that has established and agrees to maintain a permanent place of business located in a non-residential zone, staffed with full-time employees within the limits of palm beach county, or shall maintain a staffing level for the proposed work of at least 50 percent who are residents of the City of Riviera Beach.

~~*Minority*~~ *Municipal - is defined as Riviera Beach's local government unit incorporated to manage its own local affairs under Florida law.*

A municipal business means any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least 51 percent owned, managed and controlled by one or more ~~minority group~~ members of the local municipality.

~~*Minority employers* means those businesses employing at least 50 percent of their workforce from minority groups on a job site.~~

~~*Minority group* means the groups: African-Americans, Hispanic-Americans, Asian-Pacific-Americans, and Native-Americans legally residing in, or that are citizens of, the United States or its territories, as defined below:~~

- ~~*African-Americans:* Persons with origins in any of the black racial groups of Africa.~~
- ~~*Hispanic-Americans:* Persons of Mexican, Puerto Rican, Cuban, Spanish, or Central and South American origin.~~
- ~~*Asian-Pacific-Americans:* Persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.~~
- ~~*Native Americans:* Persons that are members of a federally recognized Indian tribe or that have no less than one-sixteenth percentage origin in any of the Native American Tribes, as recognized by the U.S. Department of the Interior, Bureau of Indian Affairs and as demonstrated by possession of personal tribal role documents. A "federally recognized Indian tribe" means an Indian tribe, band, nation, rancheria, pueblo, colony or other organized group or community, including any Alaska native village, which was recognized by the Secretary of the Interior on October 1, 1985, as having special rights and is recognized as eligible for the services provided by the United States to Indians because of their status as Indians, and any tribe that has a pending application for federal recognition on October 1, 1985, as having special rights and is recognized as eligible for the services provided by the United States to Indians because of their status as Indians, and any tribe that has a pending application for federal recognition on October 1, 1985.~~

Moderate-income family means those families whose gross incomes are between 81 percent and 120 percent of AMI, adjusted for family size.

Party requesting the bonus means the owner of the job site, his heirs, executors, administrators, successors and assigns.

Subtrades means those businesses, whether or not incorporated, engaged in providing supplies or services related to the construction industry by contract to a general contractor or owner of a job site.

(Ord. No. 3010, § 1, 7-9-06; Ord. No. 4228, § 2, 4-19-23)

Sec. 26-2. Purpose of plan.

The provisions of this chapter are enacted to effectuate the following purposes:

(1) Decrease unemployment by encouraging the hiring of ~~minorities~~ local hires in the construction industry, including ~~minority~~ municipal businesses, skilled and nonskilled labor and professionals.

(2) Provide a means of increasing the supply of affordable, attainable, and workforce housing in this city.

(3) Encourage revitalization of the downtown, particularly mixed use development.

(4) Accomplish the objectives of this section through the use of a voluntary program utilizing zoning-related incentives, in various zoning districts throughout the city.

(Ord. No. 3010, § 1, 7-9-06; Ord. No. 4228, § 2, 4-19-23)

Sec. 26-3. Rationale.

(a) Solutions to unemployment and lack of affordable, attainable, and workforce housing are two serious challenges facing the city and, under current fiscal constraints, the government cannot rely solely upon public programs, but must work with the private sector.

(b) The city recognizes that the private sector has the expertise and resources to aid the city in these areas and the provisions of this chapter provides opportunities for public/private partnerships to attain the city's housing goals.

(c) The city recognizes that the private sector has the expertise and resources to aid the city in these areas and the provisions of this chapter provides opportunities for public/private partnerships to attain the city's housing goals. The program is designed so that bonuses will reflect the appropriate economic incentive for the particular use or district, making it financially advantageous for the developer to use the bonus and/or provide employment or housing in return.

(Ord. No. 3010, § 1, 7-9-06; Ord. No. 4228, § 2, 4-19-23)

Sec. 26-4. Housing needs, potentials and goals.

(a) *Need.* The need for an increased supply of affordable, attainable, and workforce housing in the city is substantiated by review of the housing market and existing supply. For example: The average value of a house in the county (in 2022) was approaching $540,000.00. This is outside the affordable range for city mainland residents, indicating the need for means to ensure city residents will be able to become homeowners.

(b) *Potentials for vacant land.* A substantial amount of vacant land is available for housing, both on a large scale and for smaller infill development. The area with the greatest potential for receiving affordable housing units is the south central planning sector, which is west of Old Dixie Highway and south of Blue Heron Boulevard. Numerous scattered single-family and small multifamily sites are located throughout the city.

(Ord. No. 3010, § 1, 7-9-06; Ord. No. 4228, § 2, 4-19-23)

Sec. 26-5. Bonuses offered.

(a) *Generally.* One of the keys to the success of a voluntary program is the bonuses offered to the developer. These bonuses must be attractive enough so that even when something is demanded in return, the developer still desires to participate and utilize the bonus.

(b) *Bonuses offered, by zoning district.* Table II lists the bonuses to be offered, by zoning district. Bonuses chosen relate to what has been determined as a financial incentive for a particular zoning district. These determinations were made based on staff experience in working with developers and site plans, and discussion with industrial and commercial developers. For example, excessive parking requirements relating to industrial uses are frequently cited by developers, so a reduction has been offered as an incentive.

;

Table II

Bonuses Offered

Districts	Bonus	
RM-20, RH and RMH-20	1.	Density: 3 du/ac (hotel bonus per specific zoning regulation)
	2.	Parking reduction: up to 20 percent of total required and/or 25 percent may be designated compact
RH (Resort Hotel Conversion Bonus per Section 26-5(e))	1.	Density: Additional 8 du/ac or up to a residential density of 28 units/acre total
CG	1.	Height: additional 5 stories
	2.	Parking reduction: up to 20 percent of total required and/or 25 percent may be designated compact
IL and IG	1.	Parking reduction: no limit, based on demonstrated use
	2.	Waive one side setback
	3.	Additional lot coverage: 10 percent
	4.	CN uses as accessory use
C-PUD	1.	Density: 10 du/ac
	2.	Height: additional 15 stories
	3.	Parking reduction: up to 20 percent of total required and/or 25 percent may be designated compact
R-PUD	1.	Height: additional story (one story)
I-PUD	1.	Height: additional 50 feet
	2.	Parking reduction: no limit, based on usage or alternative plan

IHC-PUD	1.	Height: additional 5 stories or 60 feet (additional floors are not included in FAR calculations)

(c) *Base requirements and bonuses.* Table III establishes the relationship of the bonus to the base regulations, indicating the ultimate requirements if a bonus is used. The base is kept at a reasonable standard, so that a developer not using an incentive can still produce a viable project, based on current building trends. However, developers with more ambitious projects will be able to build, while contributing towards the goals of this chapter.

Table III

Base Requirements and Bonuses

Zoning District			Base Requirement			Bonus			Maximum Permitted With Bonus
RM-20, RH and RMH-20	1.	Density: 17 du/ac (hotel per zoning)		1.	3 du/ac		1.	20 du/ac	
	2.	Parking: 2 spaces/unit (2 bedroom)		2.	Parking reduction:		2.	Parking reduction:	
					a.	20 percent of total req.; and/or		a.	20 percent of total req.; and/or
					b.	25 percent of total spaces may be compact		b.	25 percent of total spaces may be compact
RH Resort Hotel Conversion Bonus		Density: as approved or, 20 du/ac (from MEAHOP bonus density)		1.	8 du/ac, or as needed to reach 28 du/ac.		1.	28 du/ac	
CG	1.	Height: 5 stories or 65 feet		1.	Additional 5 stories		1.	10 stories	
	2.	Parking:		2.	Parking reduction:		2.	Parking reduction:	
		a.	1/300 sq. ft. office		a.	20 percent of total req.; and/or		a.	20 percent of total req.; and/or

		b.	1/200 sq. ft. retail		b.	25 percent of total spaces may be compact		b.	25 percent of total spaces may be compact
IG and IL	1.	Parking:		1.	Parking reduction:		1.	Reduction in spaces or size (no limit) based on demonstrated use or alternative plan	
		a.	1/300 manufacture		a.	Number of spaces			
		b.	1/1,000 wholesale		b.	Percent compact			
	2.	Side setbacks: 15 feet		2.	Waive side setbacks one side only		2.	Elimination of one side setback requirement	
	3.	Lot coverage: 45 percent		3.	Additional 10 percent coverage		3.	55 percent lot coverage	
	4.	Commercial uses prohibited		4.	CN uses to be allowed		4.	CN uses as accessory use	
C-PUD	1.	Density: 15 du/ac		1.	10 du/ac		1.	25 du/ac (50 hotel/motel)	
	2.	Height: 10 stories		2.	15 stories		2.	25 stories	
	3.	Parking: based on use requirements		3.	Parking reduction:		3.	Parking reduction:	
					a.	20 percent of total required; and/or		a.	20 percent of total required; and/or
					b.	25 percent of total spaces may be compact		b.	25 percent of total spaces may be compact
R-PUD	1.	Height: 3 stories			1 story maximum of 2% of site area			4 stories	
I-PUD	1.	Height: 50 feet		1.	50 feet		1.	100 feet	
	2.	Parking: based on use/sq. ft.		2.	Parking reduction (no limit):		2.	Reduction in spaces or size (no limit) based on demonstrated use or alternative plan	
					a.	Number of spaces			

					b.	Percent of compact		
IHC-PUD	1.	Height: 20 floors or 240 feet	1.	60 feet		1.	25 floors or 300 feet	

(d) *Zoning-related incentives.* The intent of the bonuses is not to relax zoning restrictions indiscriminately, but to allow for additional leeway within the acceptable bounds of a zoning standard. For example, a developer cannot simply reduce parking by 20 percent. It must be demonstrated that the requirement is unnecessary for a particular use (i.e., based on number of employees) or that an alternative plan, such as park and ride, is available. Additionally, the development must demonstrate recognizable improvements and long-term beneficial effects to the community and city.

(e) *Resort hotel conversion bonus.* Additional density bonus is permitted within the RH district only for resort hotel and mixed-use resort hotel/residential developments that convert existing resort hotel suites to market rate residential units by modifying an existing development permit. The additional bonus is subject to the following requirements:

1. The density bonus shall only be applicable to those resort hotels and mixed-use resort hotel/residential projects that are within the RH zoning district that were approved prior to 2021.

2. Resort hotels with no year-round residential units can convert up to 17 units/acre providing there are two parking spaces per unit and the parking requirement for any remaining resort hotels suites is met by modifying their development permit. Conversion of existing resort hotel suites to residential units for a density of 18—28 units/acre can be achieved utilizing this section 26-5(e), however, the only option of housing contribution applicable for this post construction conversion shall be payment in lieu in the amount established in table IV.

3. This bonus only applies to residential density above what is permitted by table III of this section for projects within the RH district. The additional bonus above the three dwelling units per acre is only applicable to the conversion of resort hotel suites to market rate residential units.

4. A development that utilizes this conversion bonus must be able to meet the parking requirement of two spaces per unit for all residential units on the site and also meet the parking requirement for any remaining resort hotel suites.

5. The total bonus available while utilizing this conversion bonus shall be established in table III. The maximum residential unit/acre density is 28.

6. The only option of housing contribution applicable for this conversion bonus shall be payment in lieu of in the amount as established in table IV. This payment shall only be applicable to those resort hotel suites converted to year-round residential units by modifying an existing approved project not to exceed a residential unit density of 28 units/acre.

(Ord. No. 3010, § 1, 7-9-06; Ord. No. 4228, § 2, 4-19-23)

~~Sec. 26-6. Minority employment component.~~

~~(a) The purpose of this section is to encourage the developer to hire minorities in various capacities of project development, from planning to final construction. This will enable the workforce of the city, which is predominately minority.~~

~~(b) A zoning bonus, or bonuses, as set forth in this chapter shall be permitted where the applicant requesting the bonus enters into a written employment agreement with the city providing for the following:~~

~~(1) The party requesting the bonus shall employ on the job site at least 20 percent of its part-time and full-time general labor from minority groups;~~

~~(2) The party requesting the bonus enters into contracts for work or supplies to a job site with at least five subtrades or suppliers who are minority employers or minority businesses;~~

~~(3) Where the party requesting the bonus demonstrates through an approved minority participation plan, the hiring of eight minority professionals;~~

~~(4) The party requesting the bonus shall utilize a minimum of ten percent of laborers from apprentice programs in specialties for which there are programs. Such apprentices shall be students in a certified State of Florida pre-apprenticeship/apprenticeship program which is located in the city, and, if no interested persons can be located within the city limits, then such program or programs may be located in Palm Beach County.~~

~~(c) While under the minority employment option, at least three components of subsection (b) of this section must be met to qualify for a bonus. Furthermore, the required employment must be maintained throughout the duration of property development.~~

~~(d) A developer desiring more than one bonus to the employment option need only satisfy the requirement once to utilize multiple bonuses.~~

~~(e) Prior to project site plan approval, the party applying for the bonus shall submit a minority participation plan for council approval, as per administrative procedures. The minority participation plan must include at a minimum:~~

~~(1) A reporting component to monitor employment throughout construction duration.~~

~~(2) An affirmative marketing component which will identify how the project will target Riviera Beach residents for employment opportunities before opening those jobs to the general public.~~

~~(f) Projects that receive bonuses in the form of additional condo/hotel/rental units must satisfy at least one of the components of subsection (b) of this section, subsection (e), as well as housing contribution per section 26-7.~~

~~(Ord. No. 3010, § 1, 7-9-06;~~

~~Ord. No. 4228, § 2, 4-19-23)~~

Sec. 26-6. First Source Hiring Component

(a) Purpose.

The purpose of this section is to ensure that private development projects receiving a zoning bonus under this chapter provide City of Riviera Beach residents a genuine first opportunity to fill Hires generated by the project, through required outreach, notice, and referral procedures rather than through race-based classifications, consistent with Section 287.05702, Florida Statutes, and Chapter 2026-43, Laws of Florida (SB 1134). This section establishes separate, tailored standards for Non-Construction Hires and Construction Hires in recognition of the differing ways such positions are typically filled.

(b) Applicability.

A zoning bonus, or bonuses, as set forth in this chapter shall be permitted only where the party requesting the bonus enters into a written Development Incentive Agreement with the city satisfying this section. This section applies uniformly to every bonus category available under this chapter, including bonuses in the form of additional condo, hotel, or rental units and the Resort Hotel Conversion Bonus under section 26-5(e); no bonus category is exempt from this section. The requirements of this section are independent of, and cumulative with, any other local participation requirement imposed elsewhere in this chapter; compliance with this section may not be satisfied by, or substituted with, compliance with any other such requirement. Non-Construction Hires are governed by subsection (e); Construction Hires are governed by subsection (f).

(c) Common Channel Requirements.

For every Hire subject to this section, notice, postings, and the opportunity to apply or register shall be provided exclusively through: (1) the city's website and registration link established under subsection (g); (2) city-recognized workforce partners identified in subsection (g); and (3) city-recognized community outreach partners identified in subsection (g). The party requesting the bonus, and any contractor or subcontractor performing work on the project, shall not post, advertise, or accept applications or expressions of interest for any Hire through any other channel during the period applicable under subsection (e) or (f), including but not limited to third-party job boards, staffing or recruiting agencies, social media, or a publicly accessible careers page not routed through the channels described in this subsection. This subsection does not apply to the hiring of an existing employee through internal promotion or transfer.

Each notice or posting made through the channels described in this subsection shall, at a minimum, describe the position with reasonable specificity, including the job title, a summary of the primary duties and responsibilities, the minimum qualifications, required licenses or certifications (if any), the wage or wage range, whether the position is full-time or part-time, the anticipated work location, and the anticipated start or mobilization date. Each notice or posting shall further state that the party requesting the bonus, and any contractor or subcontractor performing work on the project, is an equal opportunity employer, and shall include an equal employment opportunity and non-discrimination statement affirming that applicants will be considered without regard to race, color, religion, sex, national origin, age, disability, genetic information, or any other characteristic protected by applicable federal, state, or local law. Nothing in this subsection shall be construed to require or permit the collection or consideration of any protected characteristic in connection with any Hire, except residency as documented under subsection (d).

(d) Registration and Residency Documentation.

(1) An individual applying or registering interest for a Hire under this section shall provide a current residential address and submit one Primary Residency Document, as described in paragraph (4) of this subsection, demonstrating that address, on a form established by administrative guideline under subsection (l).

(2) An individual who has provided a current residential address and a Primary Residency Document under this subsection is a "City-Referred Candidate" with respect to the Hire or trade opportunity for which the individual applied or registered. An individual who does not provide the residential address and Primary Residency Document required under this subsection may still apply or register through the channels described in subsection (c), but is not a City-Referred Candidate.

(3) Residency documentation submitted under this subsection shall be reviewed for facial sufficiency at the time of submission by the city department, office, or designee identified by administrative guideline under subsection (l). A determination that a Primary Residency Document is insufficient, altered, or does not correspond to the individual submitting it does not affect the validity of any hiring decision already made, and shall be addressed on a forward-looking basis only.

(4) "Primary Residency Document" means one of the following, current as of the date of submission, showing the individual's name and a residential address within the corporate limits of the City of Riviera Beach:

a. A Florida driver's license or state-issued identification card showing the individual's current address;
b. A current utility bill (electric, water, gas, or cable/internet) in the individual's name;
c. A current lease or rental agreement;
d. A property tax record, homestead exemption documentation, or mortgage statement;
e. Government correspondence showing the individual's name and residential address;
f. A current voter registration record;
g. A school enrollment record, if the program serving the Hire or trade opportunity includes participants who are minors; or
h. Other official documentation approved by the City Manager or designee, pursuant to subsection (l), that reasonably establishes residency.

(e) Non-Construction Hire Standard.

For each Non-Construction Hire:

(1) The party requesting the bonus shall provide written notice to the city not less than fifteen (15) business days before the opening is advertised to the public. The notice shall contain the information, and shall include the equal employment opportunity and non-discrimination statement, required for notices and postings under subsection (c).

(2) Beginning on the date notice is provided under paragraph (1), and continuing for the full fifteen (15) business days (the "First Source Period"), the opening shall be posted and made available for application through the channels described in subsection (c).

(3) The party requesting the bonus shall document a disposition for each City-Referred Candidate before advertising the opening publicly.

(4) If the opening remains unfilled at the end of the First Source Period, the party requesting the bonus may advertise the opening publicly and continue to accept applications and referrals on a rolling basis.

(5) Paragraphs (1) through (4) do not apply to managerial, supervisory, or confidential positions, or to positions requiring a professional license.

(f) Construction Hire Standard.

(1) The party requesting the bonus shall require, in its contract with the general contractor or construction manager for the project, that the general contractor or construction manager in turn require, in each subcontract it awards, that the subcontractor comply with this subsection. Where the party requesting the bonus itself acts as general contractor or construction manager for the project, the party requesting the bonus shall impose the requirements of this subsection directly in each subcontract it awards.

(2) Upon award of a subcontract, the subcontractor shall provide written notice to the city, including the trade, anticipated crew size, and anticipated mobilization date.

(3) Following notice under paragraph (2), individuals may register interest in that trade opportunity through the channels described in subsection (c), including through the Construction Trades Interest List described in subsection (h)(1).

(4) The subcontractor shall document a disposition for each City-Referred Candidate registered under paragraph (3) before crew mobilization.

(5) The subcontractor shall submit a Workforce Report to the city, on a form established by administrative guideline, at each project phase milestone established under the Development Incentive Agreement, listing each individual who performed work under the subcontract during that period, together with each individual's residency status as documented under subsection (d). The Workforce Report shall be signed by an authorized representative of the subcontractor attesting to its accuracy to the best of that representative's knowledge.

(6) "Employment Verification Document" means one of the following, demonstrating that a City-Referred Candidate was actually hired for the Hire or trade opportunity for which the individual applied or registered:

(a) A fully executed offer letter or employment agreement;
(b) Internal Revenue Service Form W-4 or equivalent new-hire tax withholding form;
(c) The first payroll record or pay stub reflecting the individual's employment;
(d) A signed I-9 Employment Eligibility Verification form, or confirmation of E-Verify enrollment, redacted of any information not relevant to confirming the hire;
(e) For Construction Hire track positions, a signed union or trade apprenticeship enrollment or dispatch record, where applicable;
(f) Certified payroll records, submitted in the form and manner required by administrative guideline under subsection (l), where the project is otherwise subject to certified payroll reporting; or
(g) Other documentation approved by the Compliance Officer, pursuant to subsection (l), that reasonably establishes the individual's employment.

(7) This subsection does not establish, and shall not be construed to establish, any numeric hiring or labor-hour target; the Workforce Report required under paragraph (5) is a documentation requirement only.

(g) Affirmative Marketing Plan.

Prior to project site plan approval, the party requesting the bonus shall submit an Affirmative Marketing Plan for approval as part of the Development Incentive Agreement. The Affirmative Marketing Plan shall, at a minimum:

(1) Identify the city-recognized workforce partners to receive simultaneous notice under this section, including the city's Re-entry Program, Youth Empowerment Program, CareerSource Palm Beach County, and applicable pre-apprenticeship or apprenticeship training partnerships;

(2) Identify the city-recognized community outreach partners to receive simultaneous notice under this section, which may include any house of worship, civic association, or community-based organization that primarily serves residents of the City of Riviera Beach and requests inclusion, as approved by administrative guideline under subsection (l);

(3) Provide for posting of each Hire, together with the registration and document-upload link described in subsection (d), on the city's website;

(4) Provide for the outreach requirements described in subsection (h); and

(5) Provide a reporting component sufficient to document compliance with this section throughout the duration of construction.

(h) Outreach Requirements.

In addition to the notice and referral procedures described in subsections (e) and (f), the party requesting the bonus shall provide for the following:

(1) Construction Trades Interest List. Establishment of, or participation in, a standing registration list maintained by the city through which individuals may register interest by trade in advance of any specific subcontract award, and to which automated notice shall be pushed upon award of a subcontract in the relevant trade.

(2) Kickoff Orientation Event. At or near execution of the Development Incentive Agreement, one event held at a city facility, coordinated with the city's Department of Human Resources, explaining the process established by this section and the means of registering under subsection (d) and paragraph (1) of this subsection.

(3) Phase-Tied Hiring Events. For projects with a Construction Hire component, not fewer than one hiring event coordinated with the city's Communications Department at or near each project phase transition identified in the Development Incentive Agreement, addressing the trades anticipated to be hiring during that phase.

(4) On-Site Signage. Signage at the project site, during periods of active construction hiring, identifying the opportunity to apply through the channels described in subsection (c).

(5) Construction Opportunities Webpage. A standing city webpage identifying active and anticipated subcontract packages by trade, updated upon each subcontract award.

(6) Baseline Outreach. Not fewer than one hiring event per program year and one presentation at the City of Riviera Beach Library per program year, in addition to the requirements of paragraphs (1) through (5).

(i) No Quotas.

This section does not establish, and shall not be construed to establish, any numeric hiring goal, target, or quota, or to reserve a fixed number or percentage of positions for any group of applicants, or to require the party requesting the bonus, or any contractor or subcontractor, to hire any

particular applicant, including any City of Riviera Beach Resident. The disposition-documentation requirements of subsections (e) and (f), and the Workforce Report requirement of subsection (f), require only that each City-Referred Candidate be reviewed and accounted for, or that work performed be documented; they do not obligate the party requesting the bonus, or any contractor or subcontractor, to interview, hire, or otherwise select any particular applicant. This section does not limit the ultimate hiring discretion of the party requesting the bonus or any contractor or subcontractor.

(j) Duration and Single Agreement.

The requirements of this section shall be maintained throughout the duration of property development. A party requesting more than one bonus under this chapter shall execute a single Development Incentive Agreement and submit a single Affirmative Marketing Plan covering the project as a whole; no additional or duplicate agreement or plan is required solely because the party draws upon more than one bonus category under section 26-8(f). This subsection governs the agreement, notice, and referral requirements of this section only, and does not waive, reduce, or consolidate the housing contribution required under section 26-8(f) for each bonus category claimed, which remains due per bonus increment regardless of the number of bonus categories utilized on a single project.

(k) Reporting and Enforcement.

(1) Compliance Officer: The City Manager or his designee shall designate a staff person, compliance officer, or entity to oversee administration and enforcement of this section, whose identity shall be included in each Development Incentive Agreement executed under this section.

(2) Development Incentive Agreement Required. No development receiving an incentive subject to this section shall be approved absent a condition requiring a Development Incentive Agreement. The development incentive agreement shall be approved by City Council resolution and the agreement shall include:

(a) A progressive enforcement ladder, culminating in a determination of Material Breach;

(b) Incentive claw back and recapture, where applicable, proportional to the extent of noncompliance or financial penalty when a claw back is not feasible;

(c) Suspension of permit issuance, inspections, or stop-work orders, as a contractual condition of the Development Incentive Agreement, pending cure of a Formal Noncompliance Determination;

(d) Debarment from future City incentives and contracts following a Material Breach; and

(e) Injunctive relief and specific performance, reserved for Material Breach.

(f) A binding equal opportunity and non-discrimination covenant providing that neither the party requesting the bonus, nor any contractor or subcontractor, shall refuse to consider, refuse to hire, discharge, or otherwise discriminate against any applicant, City-Referred Candidate, or worker with respect to any Hire on the basis of race, color, religion, sex, national origin, age, disability, genetic information, or any other characteristic protected by applicable federal, state, or local law, and requiring the maintenance of a workplace free of unlawful discrimination and harassment;

(g) A non-retaliation covenant prohibiting the party requesting the bonus, and any contractor or subcontractor, from retaliating against any applicant, City-Referred Candidate, worker, or referral

partner for reporting a suspected violation of this section, participating in the compliance process, self-certifying residency, or asserting rights under the equal opportunity covenant; and

(h) A grievance procedure by which an applicant, City-Referred Candidate, or worker may report a suspected violation of paragraph (f) or (g) to the Compliance Officer, integrated with the progressive enforcement ladder established under this subsection, provided that nothing in paragraphs (f) through (h) shall be construed to require or permit the collection or consideration of any protected characteristic in connection with any Hire, or to establish any preference, goal, target, or quota prohibited by subsection (i).

(3) Administrative Guideline. The specific terms, timelines, and calculation methodology for the remedies in subsection (k)(2) — including any liquidated damages provision — shall be established by administrative guideline under subsection (l) and incorporated into the standard form Development Incentive Agreement.

(4). The party requesting the bonus shall report compliance with this section to the city not less than quarterly during active construction, and on any additional schedule established by the Development Incentive Agreement, including submission of Workforce Reports and evidence of outreach events under subsection (h) at each applicable milestone. A material failure to comply with this section shall be treated as an event of default under the Development Incentive Agreement, subject to the cure period and remedies established by administrative guideline under subsection (l), which may include, but are not limited to, withholding of a Certificate of Occupancy or other approval under this chapter until the deficiency is cured. A determination under subsection (d)(3) that an individual's Primary Residency Document is insufficient, altered, or does not correspond to the individual submitting it shall be addressed on a forward-looking basis only and does not, by itself, constitute a material failure to comply with this section by the party requesting the bonus.

(l) Administrative Guidelines.

(1). The City Manager or designee shall establish administrative guidelines, consistent with section 26-9(c), specifying: the residency documentation form, the list of Primary Residency Documents and any additional documentation approved under subsection (d)(4)(h), and the intake sufficiency-review procedure required under subsection (d); the disposition documentation template required under subsections (e) and (f); the Workforce Report form required under subsection (f); the form and manner of documentation required to demonstrate that the compliance provision required under subsection (f)(1) has been included in each subcontract, which may consist of a copy of the relevant subcontract provision or a certification with the flow-down clause attached, together with the parties, trade, and date of award; the Construction Trades Interest List platform required under subsection (h)(1); the criteria and process for recognizing community outreach partners under subsection (g)(2); the evidentiary standards for outreach events under subsection (h); the city department, office, or designee responsible for receiving notice and coordinating referrals under this section; and the cure period and remedies applicable to a violation of this section.

(2). Delegated Authority. The City Council hereby delegates to the Director of Development Services, or the Director’s designee, the authority to negotiate, execute, approve and administer amendments to existing MEAHOP agreements on behalf of the City, without further approval or action by the City Council, provided that such amendments are consistent with the applicable

MEAHOP requirements, the City's Code of Ordinances, adopted policies and the terms and conditions previously approved by the City Council.

(3). Permitted Administrative Amendments. The Director of Development Services, or designee, may approve amendments that are administrative, technical, corrective, clarifying or ministerial in nature, including but not limited to:

a) Correcting scrivener's errors, typographical errors, legal descriptions, addresses, names, dates or other clerical information;
b) Modifying deadlines, schedules, milestones, reporting requirements, or other administrative provisions when the amendment does not materially alter the City's rights or obligations;
c) Modifying procedures for compliance monitoring, reporting, inspections, certifications or documentation;
d) Updating references to applicable laws, ordinances, rules, regulations, administrative procedures or governmental programs;
e) Making other non-substantive amendments reasonably necessary to administer, implement or enforce an existing MEAHOP agreement; and
f) Executing amendments that are expressly authorized by the original MEAHOP agreement or by a previously adopted City Council resolution.

(4). Legal Review. All amendments executed pursuant to this section shall be subject to review and approval as to legal sufficiency by the City Attorney or the City Attorney's designee before execution.

(5). Documentation and Record keeping. Each amendment approved pursuant to this section shall be maintained in the official project file and shall identify the authority under which the amendment was approved. Development Services shall provide the City Manager with a copy of each such amendment and shall include a summary of administrative MEAHOP amendments in a periodic report to the City Council upon request.

(6). Council Retention of Authority. The City Council retains the authority to require that any proposed amendment to a MEAHOP agreement be presented to the City Council for consideration and approval notwithstanding the delegation provided herein.

Sec. 26-7. Housing contribution component.

(a) *Options.* A developer choosing the housing contribution option will have two methods to choose from to satisfy this requirement:

(1) Construction of affordable, attainable, or workforce units; or

(2) In lieu cash contribution to the housing trust fund.

(b) *Extent of contribution.*

(1) The amount of the housing contribution by a developer directly relates to the extent and number of bonuses used, as shown in table IV in section 26-8; i.e., as the number of bonus units requested increases, so does the corresponding housing contribution that must be made.

(2) It is the intent of the program to encourage construction of units by developers; contribution ratios have been set accordingly.

(3) It is anticipated that the additional financial gain with incentives should not exceed the costs of participating in the program.

(c) *Construction of affordable units*; option 1. Performance standards and criteria for a zoning bonus, or bonuses, as set forth in this chapter shall be permitted where the applicant/owner requesting the bonus enters into a written housing affordable housing development agreement plan with the city providing for the following:

(1) Under this option, the developer is responsible for actually constructing the units, including purchasing the land. The units may be single-family or multiple-family.

(2) Units must meet the definition of affordable, attainable or workforce housing and be sold or rented to low/moderate-income families.

(3) Rental units may be rented by the developer or managed by a housing nonprofit or sold to a private party to rent as affordable units.

(4) Affordable units shall be governed by legal covenant which guarantees availability to low/moderate-income residents in perpetuity.

(5) Application and affordable housing development plan:

a. For all developments in which affordable housing is required to be provided or in which the applicant proposes to include affordable housing, the applicant shall complete and file an application on a form required by the city with the development services department ("DSD"). The application shall require, and the applicant shall provide, among other things, general information on the nature and the scope of the development, as the city may determine is necessary to properly evaluate the proposed development.

b. As part of the application required under section 26-5, the applicant shall provide to the city an affordable housing development plan. The plan shall be subject to approval by the city and shall be incorporated into the affordable housing development incentive agreement pursuant to subsection d. below. The affordable housing development plan shall contain, at a minimum, the following information concerning the development:

1. A general description of the development, including whether the development will contain units for rent or for sale;

2. The total number of market-rate units and affordable housing units;

3. The number of bedrooms in each market-rate unit and each affordable unit;

4. The square footage of each market-rate unit and of each affordable unit measured from the interior walls of the unit and including air-conditioned and non-air-conditioned areas;

5. The location in the development of each market-rate and affordable housing unit;

6. If construction of dwelling units is to be phased, a phasing plan stating the number of market-rate and affordable housing units in each phase;

7. The estimated sale price or monthly rent of each market-rate unit and each affordable housing unit;

8. Documentation and plans regarding the exterior appearances, materials, and finishes of the affordable housing development and each of its individual units; and

9. A proposed marketing plan to promote the sale or rental of the affordable units within the development to eligible households.

c. *Criteria for location, integration, character of affordable housing units.* An affordable housing development shall comply with the following criteria:

1. Affordable housing units in an affordable housing development shall be mixed with, and not clustered together or segregated in any way from market-rate units.

2. If the affordable housing development plan contains a phasing plan, the phasing plan shall provide for the development of affordable housing units concurrently with the market-rate units. No phasing plan shall provide that the affordable housing units built are the last units in an affordable housing development.

3. The exterior appearance of affordable housing units in an affordable housing development shall be made similar to market-rate units by the provision of exterior building materials and finishes substantially the same in type and quality.

d. *Affordable housing Development <u>Incentive</u> agreement:*

1. Prior to the issuance of a building permit for any units in a development in which an affordable unit is required pursuant to the criteria of subsection b., the applicant shall have entered into an affordable housing development <u>incentive</u> agreement with the city. The development <u>incentive</u> agreement shall set forth the commitments and obligations of the city and the applicant, and shall incorporate among other things, the affordable housing development plan.

2. The applicant shall execute any and all documents deemed necessary by the city in a form to be established by the city attorney's office, including, without limitation, restrictive covenants, deed restrictions, and related instruments (including requirements for income qualification for tenants of for-rent units) to ensure the continued affordability of the affordable housing units in accordance with this section.

3. Restrictive covenants or deed restrictions required for affordable units shall specify that the title to the subject property shall be transferred only with prior written approval by the city.

e. *Enforcement of affordable housing development <u>incentive</u> agreement; affordability controls:*

1. The director of development services or designee shall promulgate rules as necessary to implement this section. On an annual basis, the director shall may publish or make available copies of the U.S. Department of Housing and Urban Development household income limits and rental limits applicable to affordable units within the local government's jurisdiction, and determine an inflation factor to establish a resale price of an affordable unit.

2. The resale price of any affordable unit shall not exceed the purchase price paid by the owner of that unit with the following exceptions:

    i. Customary closing costs and costs of sale;

    ii. Costs of real estate commissions paid by the seller if a licensed real estate salesperson is employed;

    iii. Consideration of permanent capital improvements installed by the seller; or

    iv. An inflation factor to be applied to the original sale price of a for-sale unit pursuant to rules established herein.

3. The applicant or his or her agent shall manage and operate affordable units and shall submit an annual report to the city identifying which units are affordable units in an affordable housing development, the monthly rent for each unit, vacancy information for each year for the prior year, monthly income for tenants of each affordable unit, and other information as required by the city, while ensuring the privacy of the tenants. The annual report shall contain information sufficient to determine whether tenants of for-rent units qualify as low- or moderate-income households.

4. For all sales of for-sale affordable housing units, the parties to the transaction shall execute and record such documentation as required by the affordable housing development agreement. Such documentation shall include the provisions of this chapter and shall provide, at a minimum, each of the following:

    i. The affordable housing unit shall be sold to and occupied by eligible households in perpetuity by deed restriction from the date of the initial certificate of occupancy.

    ii. The affordable housing unit shall be conveyed subject to restrictions that shall maintain the affordability of such affordable housing units for eligible households.

5. In the case of for-rent affordable housing units, the owner of the affordable housing development shall execute and record such document as required by the affordable housing development incentive agreement. Such documentation shall include the provisions of this chapter and shall provide, at a minimum, each of the following:

    i. The affordable housing units shall be leased to and occupied by eligible households.

ii. The affordable housing units shall be leased at rent levels affordable to eligible households and occupied by eligible households in perpetuity by deed restriction from the date of the initial certificate of occupancy.

iii. Subleasing of affordable housing units shall not be permitted without the express written consent of the director of development services or designee.

6. The property owner shall provide an affordable housing report to the director of development services by December 31st of every calendar year. This report shall outline the status of all affordable, attainable, and workforce housing units required by the project including occupancy rates, income of occupants, and/or any sales transactions completed of required housing units.

(6) *Additional height criteria.* In addition to the performance standards outlined herein, the following additional criteria shall apply:

a. Land uses within the development shall be appropriate in their proposed location, compatible with their relationship to each other, and with uses and activities on abutting and nearby properties;

b. Where a proposed use is of larger scale and mass than existing adjacent uses, the design of the structure shall place significant consideration to transition, architectural articulation, superior lining with habitable space and screening of parking garage structures; effective transition between higher and lower density uses; or allow incompatible adjacent land uses to be developed in a manner that is not possible using a conventional zoning approach; and,

c. Street and alley vacations shall not be considered unless the applicant demonstrates no decrease to the pedestrian and functional connectivity previously provided and increases options for pedestrian and/or multimodal connectivity.

(7) *Development that demonstrates substantial, significant and recognizable improvements and long-term beneficial effect to the community and city. Such as:*

a. Preservation/adaptive-reuse of historically significant structures not otherwise protected;

b. Superior architectural design, placement and orientation of buildings and attainment of Leadership in Energy and Environmental Design—Neighborhood Development ("LEED ND") certification for the development or LEED certification of individual buildings and/or other similar state, national or city-recognized programs;

c. Provision of public facilities and civic open space such as plazas, parks, provision for waterfront public access, greenway features, etc. and may include amenities such as playgrounds, special event space, etc. where the quality and programming of the space shall be emphasized over quantity;

d. Landscaping shall be provided in a manner which maximizes tree canopy, emphasizes native vegetation, improves the aesthetic appearance, and provides opportunities for storm water infiltration, including innovative design usage such as Low Impact

Development ("LID"), which is an ecologically-based stormwater management approach favoring soft engineering to manage rainfall on site through a vegetated treatment network; and

e. Preservation or restoration of environmental or natural resources that would not otherwise be protected, including environmental remediation/brownfield redevelopment.

(8) The principle behind the construction contribution is that, while the developer must bear the cost of buying the land and constructing the unit, his costs are recovered when it is sold. The difference between his cost and the affordable price is his profit.

(9) Under the construction option, while time and effort is involved, the developer will make a profit or break even. His contribution is the production of affordable housing adding to the supply.

(10) Unless otherwise specified in the housing development agreement, no certificate of occupancy shall be issued for a project utilizing bonuses, until the affordable, attainable, and/or workforce units are complete and have received a certificate of occupancy.

(d) *In lieu contribution to housing trust fund, option 2.*

(1) Under this option, the developer chooses to contribute directly to the housing trust fund in accordance with table IV in section 26-8. Staff shall revisit and evaluate the in-lieu of contribution amount annually.

(2) Timing of the contribution shall be one-half to be deposited in the fund prior to permit issuance and the remainder is to be deposited prior to certificate of occupancy.

(3) The purpose of the housing trust fund is to provide funds for the city to use to build, preserve, rehabilitate or otherwise create affordable/attainable/workforce housing, and to support the provision of affordable/attainable/workforce housing opportunities to income eligible residents. Land acquisition for the construction of affordable/attainable/workforce units shall be deemed an eligible expense of housing trust fund monies. Expenditures from the housing trust fund must be for these purposes. Infrastructure projects shall not be considered an eligible expense of housing trust fund monies.

(4) Oversight of the housing trust fund shall be provided by a committee including but not limited to representatives of city administration, finance department, development services department and a member of the public to be appointed by city council. A financial report on the housing trust fund account shall be provided by the finance department to city council annually, on or before October 1.

(Ord. No. 3010, § 1, 7-9-06; Ord. No. 4228, § 2, 4-19-23)

Sec. 26-8. Calculating bonus contributions.

(a) *Introduction.*

(1) This section sets forth the means of translating the bonus used into the amount of contribution which is required in return, as shown in table IV. As table IV indicates, available bonuses include:

a. Additional density.

b. Reduction in number of parking spaces.

c. Reduction in size of spaces.

d. Additional height.

e. Setback waiver.

f. Lot coverage.

g. Additional uses permitted.

(2) To simplify contribution calculations, the benefits of the above, varied bonuses are translated into two bonus measures: units or building square footage. The amount of housing contribution is then assessed by unit or square footage gain. ~~(There is one exception, which is detailed in subsection (d) of this section.) Projects that receive bonuses in the form of additional units must satisfy the components of minority employment per section 26-6 and housing contribution per section 26-7.~~

(3) Only the bonus increments are assessed a contribution.

(b) *Bonus measure: units.*

(1) *Where available.* Additional units may be created by density bonus in the RM-20, RH, and RMH-20 districts. Additional units may be created by density, height or parking in the C-PUD (see subsection (e) of this section.) Additional units may be created by height in the IHC-PUD district.

(2) *How assessed.* Contribution is assessed on the additional units possible through use of the bonus. The amount of contribution per unit will vary according to the project location, as per table IV.

(3) *Densities and intensities.* Bonus densities and intensities achieved through the MEAHOP program are not intended to penalize the development. As such, the bonus height allowed in the IHC-PUD district through MEAHOP is not included in maximum FAR calculations. Additionally, the maximum densities and intensities of the future land use designation of the property may be exceeded due to the provision of affordable housing.

(c) *Bonus measure: square footage.*

(1) *Generally.* Bonuses of height, lot coverage, setback waiver, CN uses and parking reductions are translated into additional square footage gained for a structure, by the use of these bonuses, as detailed in this subsection.

(2) *Height.*

a. Where available. In CG, C-PUD, I-PUD, R-PUD, IHC-PUD districts.

b. How assessed. The available stories allowed by the bonus are translated into the additional square footage gained.

c. Bonus square footage is then assessed according to table IV.

(3) *Lot coverage.*

a. Where available. IG and IL districts.

b. How assessed. That building square footage which exceeds the amount permitted under the base lot coverage requirements is assessed.

c. Example. A base 45 percent lot coverage on a certain lot allows a 15,000 square foot building. Using the bonus of increased lot coverage, a 20,000 square foot building is constructed, the additional 5,000 square feet are then used to assess contribution.

(4) *Setback waiver.*

a. Where available. IG and IL districts.

b. One side setback may be waived, allowing for zero lot line construction (not streetside).

c. How assessed. That portion of the building which encroaches into the setback is assessed in terms of the square footage which is in the base setback.

(5) *CN uses in industrial districts.*

a. Where available. IG and IL districts.

b. How assessed.

1. Neighborhood commercial use (except as residential) permitted as subordinate use in an industrial building.

2. Industrial use must comprise 75 percent or more of the building.

3. Assessed by amount of square footage devoted to CN use.

(6) *Parking reduction in number of spaces.*

a. Available in:

1. RM-20, RMH-20, CG, C-PUD: reduction up to 20 percent.

2. IG, IL, I-PUD: no limit on reduction.

b. How assessed.

1. Assumption is made that a reduction in the number of spaces creates additional buildable area and thus results in a larger structure.

2. The square footage of the building gained by the reduction in spaces is then assessed.

c. Example.

1. A developer desires to build a 10,000 square foot building which would require 50 parking spaces.

2. The developer can only supply 40 spaces (20 percent less than requirement).

3. Under base requirements, 40 spaces would allow 8,000 square feet.

4. The developer is able to construct 2,000 additional square feet based on bonus.

5. This 2,000 bonus square feet of building is assessed as per table IV.

d. To utilize parking spaces reduction, a developer shall demonstrate the following:

1. Parking requirements are excessive and require substantially more spaces than are needed, as demonstrated by actual usage, etc.; or

2. Alternative means of transportation are to be provided, such as park and ride, shuttle buses, etc.

e. Failure to accommodate parking demand on site or by alternative methods may result in revocation of the permit to occupy the building.

(7) *Parking; allowance for compact spaces.*

a. Where available. RM-20, RMH-20, CG, IL, IG, I-PUD and C-PUD districts.

b. Compact parking stall shall measure eight feet by 16 feet.

c. How assessed. As use of this bonus, by decreasing parking area and increasing buildable area, results in a larger structure, additional building square footage created shall be assessed accordingly.

(d) *Parking reduction.* If reduction in number or size of spaces is unrelated to an increase in size, an assessment shall be made based on either:

(1) Number of spaces reduced, at $250.00 for each space eliminated; or

(2) Number of compact provided at $150.00 for compact space.

(e) *C-PUD; special case.*

(1) Bonuses in the C-PUD are translated into units or square footage gains, as in the above district.

(2) However, due to the more complex nature of a C-PUD involving multiple uses, the means of assessment are summarized below:

a. If use of the bonus regarding height, density or parking reduction results in additional residential units, the unit measurement is used; i.e., for each bonus condo unit created, one affordable unit or 7,500 square feet are required.

b. For bonuses relating to nonresidential uses, the gain is translated into square feet in CG and the contribution is assessed per square foot at the rate in table IV.

c. Special case: height. In cases where the building contains mixed uses, the bonus square footage shall be assessed at the least restrictive ratio.

d. Use of the parking bonus for residential uses shall not be assessed a contribution if a contribution has been received in the density category.

(f) ~~*Bonus/contribution ratio.*~~

Table IV

Bonus/Contribution Ratio

		~~Minority Employment Or Contribution~~ First Source Hiring Requirements		Housing Contribution (Per Bonus Increment)			
Bonus				Construction Or Cash in Lieu (per required construction unit)			
RM-20, RH and RMH-20 districts:				Construction			Cash in Lieu
1.	Density: 3 du/ac	1.	Per section 26-6	1.	1 AU*/bonus condo/townhouse/ownership unit	1.	3.5% of sale price/value-minimum $105,000 per unit
					1 AU*/bonus motel/hotel/rental unit		3.5% of sale price/value-minimum $78,000 per unit
2.	Parking reduction: 20 percent required spaces	2.	Per section 26-6	2.	Same as 1 above based on additional units due to parking reduction		
RH Resort Hotel Conversion Bonus							
1.	Resort Hotel Conversion Bonus: Additional 8 du/acre	N/A	N/A	N/A	.5 AU* /bonus unit		3.5% of sale price/value - minimum $105,000 per unit
CG district:							
1.	Height: 5 stories	1.	Per section 26-6	1.	1 AU*/bonus 1,000 sq. ft.	1.	$10,000/1,000 sq. ft. ($10/sq. ft.)
2.	Parking reduction: 20 percent	2.	Per section 26-6	2.	1 AU*/1,000 sq. ft.	2.	$10,000/1,000 sq. ft.

	required space						
IL and IG districts:							
1.	Parking reduction	1.	Per section 26-6	1.	0.5 AU*/1,000 sq. ft.	1.	$5,000/1,000 sq. ft. ($5/sq. ft.)
2.	Side setback waiver	2.	Not applicable	2.	Not applicable	2.	$2/sq. ft. (area within required 15 foot setback)
3.	Lot coverage	3.	Per section 26-6	3.	0.5 AU*/1,000 bonus sq. ft.	3.	$5,000/1,000 sq. ft.
4.	CN uses as accessory	4.	Per section 26-6	4.	1 AU*/1,000 sq. ft.	4.	$10,000/1,000 sq. ft. bonus
C-PUD district:							
1.	Density: 10 du/ac	1.	Per section 26-6	1.	1 AU*/bonus condo unit 1 AU*/bonus motel unit	1.	3.5% of sale price/value—minimum $105,000 per ownership unit; minimum $78,000 per rental unit
2.	Height: 15 stories	2.	Per section 26-6	A.	Residential: see 1 above, based on additional units due to increased height		
				B.	Nonresidential:		
					1 AU*/1,000 sq. ft.		$10,000/1,000 sq. ft.
3.	Parking reduction: 20 percent of required spaces	3.	Per section 26-6	A.	Residential: see 1 above, based on additional units due to parking reduction		
				B.	Nonresidential: see 2-B above		
R-PUD district:							
1.	Height: 1 story	1.	Per section 26-6	1.	1 AU*/1,000 sq. ft. Maximum 2% of total site area		$3,000/1,000 sq. ft.($3/sq. ft.)
I-PUD district:							

1.	Height: Additional 50 feet (office and commercial)	1.	Per section 26-6	1.	0.5 AU*/1,000 sq. ft.	1.	$5,000/1,000 sq. ft.
2.	Parking reduction	2.	Per section 26-6	2.	0.5 AU*/1,000 sq. ft.	2.	$5,000/1,000 sq. ft.
Parking reduction (No relationship to square feet):							
1.	Reduction in number of spaces	1.	Not applicable	1.	Not applicable	1.	$250/space
2.	Reduction in size; 25 percent compact	2.	Not applicable	2.	Not applicable	2.	$150/space
IHC-PUD							
1.	Height: up to 5 stories or 60 feet	1.	Per section 26-6	1.	.5 AU* /bonus ownership unit .5 AU* /bonus rental unit	1.	3.5% of sale price/value - minimum $105,000 per ownership unit; minimum $78,000 per rental unit

*AU = affordable unit

(Ord. No. 3010, § 1, 7-9-06; Ord. No. 4228, § 2, 4-19-23)

Sec. 26-9. Related policies and administration.

(a) In recognition of the value of C-PUD, IHC-PUD, and I-PUD projects to downtown revitalization and/or the general economy of the city, the city council shall have the authority to by majority vote approve a developer's petition to waive, in part, portions of the contribution amounts based upon the following:

(1) Demonstration that the project will result in the creation of a significant number of permanent jobs for city residents; and

(2) Demonstration that the magnitude of the project is such that satisfying the total contribution (based on cumulative assessments) would render the project infeasible; and

(3) Long-range economic benefits to the city and downtown are substantial and should be considered in lieu of stated contributions in this chapter.

(b) A developer of an I-PUD choosing to construct affordable units may place those units within the I-PUD, and further may construct additional housing units within the I-PUD, not to exceed 25 percent of the area.

(c) Administrative guidelines shall be established and adopted by city council.

(1) All bonus requests shall be approved by city council in accordance with the plan and guidelines.

(2) Guidelines shall include, but are not limited to:

a. Review procedures to be followed.

b. Staff personnel responsibilities.

c. Monitoring and enforcement.

d. Means to ensure mix of affordable homes across income range, and by housing type.

e. Guidelines as necessary to implement the goals of this chapter.

(d) *Enforcement; violations.* It is a violation of this article to fail to file a monthly employment report by the first of the month and/or an annual report on or before June 1 of each year. Any violation shall be subject to daily fines by the code compliance special magistrate.

(1) It is a violation of this article to rent, sell or initially occupy any affordable, workforce or attainable housing dwelling unit if the household is not income eligible as required by this article.

(2) It is a violation of this article to knowingly give false or misleading information relating to this program to any city employee/department.

(3) It is a violation of this article for any person to participate, in any way, in any sale of a unit or lease of a unit which violates any provision of this article or the employment and/or affordable housing development incentive agreement. The term "participation" includes any act, or failure to act, of the buyer, seller, lender, realtor, title insurer, surveyor, or any other person which allows a violation of this article or the workforce housing bonus density agreement to occur. The fine for each violation of this article shall be $250.00 per day per violation. The city may enforce this article and the terms of an affordable, workforce or attainable housing bonus density agreement by request for injunction or any other means available to the city. If the city obtains an injunction or a favorable ruling by the ruling body, the defendant shall pay all costs incurred by the city in obtaining the injunction, including, but not limited to, attorney's fees.

(Ord. No. 3010, § 1, 7-9-06; Ord. No. 4228, § 2, 4-19-23)

Sec. 26-10. Role of single-family and medium density multiple-family districts.

(a) It is anticipated that the affordable units produced by the developer or through the housing trust fund would be located in the RM-15 multiple family, RD-15 duplex or RS-8 single-family districts. Under the plan, bonuses are not given in these single-family or multiple-family districts. Examination of existing zoning standards for the districts indicates:

(1) Existing standards are set at a minimum level already, which allow the development of affordable housing:

a. For example, 800 square feet minimum for a house could not be categorized as an excessive requirement.

b. Minimum lot size for single-family is lower than in the county.

(2) Review of those communities which were able to offer cost-reducing incentives revealed that the codes contained requirements for enclosed garages and minimum number of bedrooms. The city Code does not contain these types of excessive standards.

(b) The types of bonuses given in the high density residential and commercial districts would not contribute to creating quality low density residential housing. Allowing increased densities in the RM-15 district would generally result in overcrowded sites, without adequate play area for children and privacy for occupants.

(c) The districts are best served by being the recipients of the units added through the housing contribution process, in keeping with existing standards.

(d) Those who choose to build affordable housing in the districts will be able to take advantage of the programs offered through the housing trust fund to help with the costs of construction, rental, home ownership, etc.

(Ord. No. 3010, § 1, 7-9-06)

Sec. 26-11. Appendices.

The appendices to the ~~minority~~ employment and affordable housing opportunity plan adopted regarding certain recommendations and methods are on file in the city clerk's office.

(Ord. No. 3010, § 1, 7-9-06)

Development Services Department
Web: www.rivierabch.com
Office: 561-845-4060

Summary Report

Amendment to Minority Employment and Affordable Housing Opportunity Plan regulations.

An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending Chapter 26 of the Code of Ordinances, entitled "Minority Employment and Affordable Housing Opportunity Plan," to retitle the Chapter as the "Municipal Employment and Affordable Housing Opportunity Plan"; amending Sections 26-1 and 26-2 to revise definitions and provide for local hiring; repealing and replacing Section 26-6 with a new "First Source Hiring Component" establishing City-resident hiring, outreach, reporting, and compliance requirements for projects receiving zoning bonuses; amending Sections 26-8 and 26-11 to provide conforming revisions; providing for conflicts; providing for severability; providing for codification; providing for an effective date; and for other purposes.

Ordinance No. 4320 proposes a text amendment to Chapter 26 of the City of Riviera Beach Code of Ordinances, currently known as the Minority Employment and Affordable Housing Opportunity Plan (MEAHOP). The amendment would retitle the program as the Municipal Employment and Affordable Housing Opportunity Plan and revise the employment-related provisions of the chapter while maintaining its affordable housing and development incentive framework.

The primary purpose of the amendment is to revise the regulations to comply with recent law changes by the Florida Legislature. SB 1134, enacted during the 2026 Legislative Session established restrictions concerning certain official actions by municipalities relating to diversity, equity, and inclusion. This amendment will replace the existing Minority Employment Component with a new First Source Hiring Component. The revised program is designed to provide City of Riviera Beach residents with a first opportunity to compete for construction and non-construction employment associated with private development projects receiving zoning bonuses under Chapter 26. The new framework relies on residency-based outreach, notice, referral, and reporting procedures rather than the existing minority-based employment requirements.

Key amendments include new definitions for City of Riviera Beach Resident, Construction Hire, Non-Construction Hire, and Hire; revisions to the purpose and terminology of the program; replacement of

Section 26-6 with detailed First Source Hiring requirements; and conforming changes to Sections 26-8 and 26-11. The First Source Hiring Component establishes separate procedures for construction and non-construction positions, including advance notice to the City, resident self-certification, affirmative marketing, community outreach, workforce reporting, and administrative enforcement.

The amendment also expressly provides that the program does not establish hiring quotas, numeric hiring targets, or mandatory hiring of any applicant. Instead, the intent is to ensure that qualified City residents receive meaningful access to employment opportunities created through development projects benefiting from City zoning incentives.

The affordable housing component of Chapter 26 remains in place. The ordinance continues the City's existing framework of providing development incentives, including density, height, parking, and other zoning bonuses, in exchange for employment-related participation and affordable, attainable, or workforce housing contributions. Ordinance No. 4320 therefore modernizes the employment component of MEAHOP while preserving the broader economic development and affordable housing objectives of the program.

The Planning and Zoning Board reviewed the proposed amendment on August 13, 2026, and provided a recommendation to approve the Ordinance to the City Council.

Staff recommends approval of the proposed Ordinance.

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 of Riviera Beach's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:
Ordinance 4320: Amendment to Chapter 26 of the Municipal Code of Ordinances, amending and replacing the Minority Employment and Affordable Housing Opportunity Plan

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 of Riviera Beach is of the view that a business impact estimate is *not* required by state law[1] for the proposed ordinance, but the City of Riviera Beach 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.

In accordance with the provisions of controlling law the City of Riviera Beach hereby publishes the following information:

[1] See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals, and welfare):

N/A

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Riviera Beach, 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 of Riviera Beach's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

N/A

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

N/A

4. Additional information the governing body deems useful (if any):

N/A

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Council

From: Dr. Timothy Alvin, Acting Fire Chief

Through: William Wilkins, City Manager

Subject: **Ordinance Number 4319: An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the Code of Ordinances, Chapter 6, entitled "Fire Prevention and Protection," to amend, update, and clarify the rules and regulations for the City's Fire Department for its fire prevention and protection efforts throughout the City; providing for conflicts, severability, codification, an effective date, and for other purposes.**

Date: October 07, 2026

CC: General Public

Background:

The City of Riviera Beach previously adopted local amendments to the Florida Fire Prevention Code to establish minimum fire and life-safety requirements within the City. The existing ordinance incorporates the Florida Fire Prevention Code and applicable National Fire Protection Association (NFPA) standards. It designates the Fire Rescue Department as the Authority Having Jurisdiction, responsible for enforcing applicable fire prevention and life-safety requirements.

Since adoption of the existing ordinance, the Florida Fire Prevention Code and applicable provisions of Chapter 633, Florida Statutes, have undergone periodic revisions. Accordingly, Riviera Beach Fire Rescue has reviewed the City's existing fire prevention provisions to ensure that local requirements remain consistent with current State law, adopted fire-safety standards, and the operational needs of the Fire Prevention Bureau.

The proposed ordinance updates the City's fire prevention provisions, including requirements governing fire and life-safety inspections, and establishes updated standards for the administration and enforcement of the City's fire inspection program. These revisions are intended to provide a clear and consistent inspection process for applicable occupancies, improve compliance with current fire and life-safety requirements, and provide the Fire Prevention Bureau with an appropriate regulatory framework to identify and correct hazardous conditions.

The proposed ordinance also modernizes provisions based upon earlier editions of the Florida Fire Prevention Code and NFPA standards. The existing ordinance references the 2018 editions of NFPA 1, Fire Code, and NFPA 101, Life Safety Code, demonstrating the need for periodic updates as the State adopts newer editions of the Florida Fire Prevention Code.

Approval of the proposed ordinance will allow Riviera Beach Fire Rescue to maintain an effective and current fire prevention and inspection program designed to protect residents, businesses, visitors, emergency responders, and property throughout the City while maintaining consistency with applicable State fire-safety requirements.

The proposed ordinance is anticipated to have no significant negative fiscal impact on the City's General Fund. Administration and enforcement of the updated fire inspection requirements will be performed by existing Riviera Beach Fire Rescue Fire Prevention Bureau personnel as part of their regular duties.

To the extent that the ordinance establishes or updates applicable fire inspection, reinspection, permit, or related fees, the City may realize additional revenue to help offset the administrative and personnel costs associated with providing fire prevention and inspection services.

Any additional expenditures associated with implementation are expected to be absorbed within the Fire Rescue Department's existing operating budget unless future inspection volume or enforcement responsibilities require additional personnel or resources.

The existing ordinance already provides for the issuance of permits and collection of fees as part of the City's fire prevention and enforcement program.

City Goals:

The Citywide Goal is to Achieve a Sustainable Economy.

Fiscal/Budget Impact:

No significant fiscal impact is anticipated

Recommendation:

Staff recommends a Motion to approve Ordinance Number 4319.

Attachments:

1. Ordinance Number 4319.docx

Ordinance Number 4319

An Ordinance of the City Council of the City of Riviera Beach, Palm Beach County, Florida, amending the Code of Ordinances, Chapter 6, entitled "Fire Prevention and Protection," to amend, update, and clarify the rules and regulations for the City's Fire Department for its fire prevention and protection efforts throughout the City; providing for conflicts, severability, codification, an effective date, and for other purposes.

WHEREAS, the City of Riviera Beach, Florida ("City") is a duly constituted municipality having such home rule power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, Chapter 6 of the City's Code of Ordinances entitled "Fire Prevention and Protection" sets forth the rules and regulations for the City's Fire Department for its fire prevention and protection efforts throughout the City; and

WHEREAS, Article I of Chapter 6 entitled "In General" consists of general provisions related to the Fire Department, fire prevention, and fire protection which have not been updated since 1993; and

WHEREAS, Article II of Chapter 6 entitled "Fire Prevention Code" consists of provisions related to the adoption of the Florida Fire Prevention Code, local amendments to the Florida Fire Prevention Code, enforcement and penalties, and the Fire Department's fee schedule which have not been updated since 2002; and

WHEREAS, the Fire Department recommends amending Chapter 6 to update the provisions related to the Florida Fire Prevention Code, remove the schedule of fees, and make other revisions to update and clarify the provisions; and,

WHEREAS, the City Council of the City of Riviera Beach finds that amending Chapter 6 as provided for in this Ordinance serves a valid public purpose by enhancing public safety, improving municipal services, and promoting the public health, safety, morals, and general welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated into this Ordinance by reference as true and correct findings of the City Council of the City of Riviera Beach and deemed operative provisions of this Ordinance.

Section 2. Amendment. Chapter 6 of the City's Code of Ordinances entitled, "Fire Prevention and Protection," is hereby amended as provided in **Exhibit "1"** attached hereto and incorporated

herein by reference. The underlined text in Exhibit "1" is added language. The ~~strike-through text~~ in Exhibit "1" is deleted language.

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

Section 4. Severability. If any section, subsection, sentence, clause, or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 6. Codification. Specific authority is hereby granted to codify this Ordinance as part of the Code of ordinances of the City of Riviera Beach, and the sections of this Ordinance may be renumbered to accomplish the same.

Section 6. Effective Date. This Ordinance shall become effective immediately upon passage and approval by the City Council consistent with the requirements of the City of Riviera Beach Charter.

PASSED AND APPROVED on 1st reading on this ____ day of _____ 2026

PASSED AND ADOPTED on 2nd reading on this ____ day of _____ 2026.

The remainder of this page is intentionally left blank.

APPROVED:

Douglas Lawson
Mayor

Bruce Guyton
Chairperson

ATTEST:

Glen Spiritis, Ph.D
Chair Pro Tem

Debrah Hall
City Clerk
Master Municipal Clerk

KaShamba Miller-Anderson
Councilperson

Shirley Lanier
Councilperson

Fercella Davis-Panier
Councilperson

1ST READING		**2ND & FINAL READING**	
MOTIONED BY:	_____	**MOTIONED BY:**	_____
SECONDED BY:	_____	**SECONDED BY:**	_____
B. GUYTON	___	**B. GUYTON**	___
K. MILLER-ANDERSON	___	**K. MILLER-ANDERSON**	___
S. LANIER	___	**S. LANIER**	___
G. SPIRITIS	___	**G. SPIRITIS**	___
F. DAVIS-PANIER	___	**F. DAVIS-PANIER**	___

Reviewed as to Legal Sufficiency:

_____
Dawn S. Wynn
City Attorney

Date: _____

EXHIBIT "1"*

The following underlined text is added language. The ~~strike-through text~~ is deleted language.

Chapter 6 - FIRE PREVENTION AND PROTECTION

ARTICLE I. IN GENERAL

Sec. 6-1. Purpose.

This chapter shall provide the city with rules and regulations to improve public safety by:

(1) Promoting the control of fire hazards;

(2) Regulating the installation, use, and maintenance of equipment;

(3) Regulating the use of structures, premises, and open areas;

(4) Establishing the responsibilities and procedures for code enforcement; and

(5) Setting forth the standards for compliance and achievement of these objectives.

Sec. 6-2. Enforcement.

(a) The fire chief of the city fire department shall be responsible for the enforcement of the fire prevention code of the city. The fire chief may detail qualified members, as established in Florida Statutes, of the fire department as inspectors as shall from time to time be necessary. To assist in the performance of the responsibilities and duties placed upon the fire chief, a bureau of fire prevention in the fire department is hereby created.

(b) This bureau shall operate under the supervision of the fire chief. The fire chief shall designate a fire official of the city fire department as fire marshal. The fire marshal shall be the administrator of the bureau division of fire prevention. The fire marshal shall be responsible for the direct administration and enforcement of the fire prevention code as may be set forth by the fire chief. The fire marshal shall be appointed on the basis of examination or other methods for determining qualifications. The fire chief may also designate such number of technical inspectors as from time to time shall be authorized by the city manager. Such technical inspectors shall be selected through an examination to determine their fitness for the position.

Sec. 6-3. Duties of fire chief.

The fire chief shall prepare instructions for the fire marshal and the fire marshal's assistants, and forms for their use in the reports required by this chapter.

Sec. 6-4. Bureau of fire prevention.

(a) It shall be the duty of the officers of the bureau of fire prevention to enforce all laws and ordinances covering the following:

(1) The prevention of fires.

(2) The storage, sale and use of combustible, flammable or explosive materials.

(3) The installation and maintenance of automatic and other fire alarm systems and fire extinguishing systems and equipment.

(4) The maintenance and regulation of fire escapes.

(5) The means and adequacy of exit in case of fire, from factories, schools, hotels, lodging houses, asylums, hospitals, churches, halls, theaters, amphitheaters and all other places in which numbers of persons work, live or congregate, from time to time, for any purpose.

(6) The investigation of the cause, origin and circumstances of fires.

(7) The maintenance of fire cause and loss records.

(b) The bureau shall have such powers and perform such other duties as are set forth in other sections of this chapter, and as may be conferred and imposed from time to time by law. The fire chief may delegate any powers or duties under this chapter to the fire marshal.

(c) The bureau of fire prevention shall investigate the cause, origin and circumstances of every fire occurring in the city by which property has been destroyed or damaged and, so far as possible, shall determine whether the fire is the result of carelessness or design. Such investigations shall begin immediately upon the occurrence of such a fire. The fire marshal shall take charge immediately of the physical evidence, shall notify the proper authorities designated by law to pursue the investigation of such matters and shall further cooperate with the authorities in the collection of evidence and in the prosecution of the case. Every fire shall be reported in writing to the bureau of fire prevention within five days after the occurrence of the same by the fire department officer in whose jurisdiction such a fire has occurred. Such report shall be in such form as shall be prescribed by the fire marshal of the city, and shall contain a statement of all the facts relating to the cause, origin and circumstances of such fire, and the extent of the damage thereof, and the insurance upon such property, and such other information as may be required, including the injury, death or rescue of persons.

Sec. 6-5. Permits.

Before permits may be issued as required by this Code, the fire marshal or the fire marshal's assistants shall inspect and approve the receptacles, processes, vehicles, buildings or storage places to be used for any such purpose.

Sec. 6-6. Inspections.

(a) The fire marshal shall inspect or cause to be inspected all premises on a periodic basis and shall make such orders as may be necessary for the enforcement of the laws and ordinances governing the same and for safeguarding of life and property from fire.

(b) Whenever any inspector shall find in any building, or upon any premises or other places, combustibles or explosive matter or dangerous accumulations of rubbish or unnecessary accumulations of waste paper, boxes, pallets, shavings or any highly flammable materials especially liable to fire, and to which is so situated as to endanger property, or shall find obstructions to or on fire escapes, stairs, passageways, doors or windows liable to interfere with the operations of the fire department or egress of the occupants in case of fire, the inspector shall order the same to be removed or remedied. Such order shall forthwith be complied with by the owner or occupant of such premises or buildings~~, subject to the appeals procedure provided for in the fire prevention code of the city~~.

~~(c) Any owner or occupant failing to correct fire code violations within a period of 45 days after issuance of a written noticewarning, or a period of time longer than 45 days if so specified in the written warning, shall be issued a citation in accordance with section 6-8 and F.S. § 633.052, and shall be liable to any penalties as provided in section 6-~~

~~(d) The service of any such written warning may be made upon the occupant of the premises to whom it is directed, either by delivering a copy of the same to such occupant personally, or leaving it with any adult person in charge of the premises, or, in the case no such person is found upon the premises, by affixing a copy thereof in a conspicuous place on the door to the entrance of such premises, and/or by mailing a copy by certified mail, return receipt requested. Whenever it may be necessary to serve such a written warning upon the owner of a premises, such a written warning may be served either by delivering to and leaving with the person a copy of the written warning, or by mailing such copy by certified mail, return receipt requested, to the owner's last known post office address.~~

ARTICLE II. FIRE PREVENTION CODE

Sec. 6-31. Code adopted.

In accordance with ~~F.S. §§ 633.0215~~ sections 633.202 and ~~633.025~~ 633.208, Florida Statutes, the "Florida Fire Prevention Code" adopted by the state fire marshal in Rule ~~4A-60~~ 69A-60 of the Florida Administrative Code, as may be amended, including NFPA 1 Fire Prevention Code ~~(2000 edition)~~ and NFPA 101 Life Safety Code ~~(2000 Edition)~~, both as modified by Rule ~~4A-60~~ 69A-60 of the Florida Administrative Code, is deemed adopted by reference, as fully as if set out at length herein, as the minimum fire safety code, and is hereby amended by the "Riviera Beach Local Amendments to the Florida Fire Prevention Code". ~~Three copies~~ A copy of the "Florida Fire Prevention Code" and the "Riviera Beach Local Amendments to the Florida Fire Prevention Code" shall be on file and are open to inspection by the public in the office of the city clerk of the City of Riviera Beach, Palm Beach County, Florida. The Florida Fire Prevention Code as amended by Riviera Beach Local Amendments to the Florida Fire Prevention Code may be hereinafter referred

to as "this Code." The same are hereby adopted as the code of the City of Riviera Beach, Palm Beach County, Florida for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion and providing for issuance of permits and collection of fees. For purposes of this Code, the Authority Having Jurisdiction ("AHJ") shall be the fire chief or designee unless otherwise stated.

Sec. 6-32. Violations, penalties.

The provisions of this chapter and this Code and any orders issued pursuant thereto may be ~~appealed and / or~~ enforced by any and all lawful enforcement processes available to the city including, but not limited to, the city's code enforcement processes. Additionally, the city may seek an injunction in circuit court to enforce any violation(s) of this chapter and/or this Code. It is the purpose of this section to provide additional, cumulative remedies to the city for enforcement of this chapter and this Code. Each violation of this chapter and/or this Code shall constitute a separate offense and be punishable as such. If a violation is irreparable or irreversible in nature, each day the violation continues shall constitute a new and separate violation. ~~under the procedures and penalties of Chapter 162 Florida Statutes as may be amended or recodified from time to time; or any other means lawfully available for the enforcement of this Code. Additionally, the city may seek an injunction in circuit court to enforce any order issued pursuant to this Code.~~

In addition, a~~A~~ny person who shall violate any provision of this chapter and/or this Code or standard hereby adopted or fail to comply therewith; or who shall violate or fail to comply with any order made thereunder; or who shall build in violation of any detailed statement of specifications or plans submitted and approved thereunder; or failed to operate in accordance with any certificate or permit issued thereunder; and from which no appeal has been taken; or who shall fail to comply with such an order as affirmed or modified in accordance with the provisions of the codes of the City of Riviera Beach or by a court of competent jurisdiction, within the time fixed herein, shall severally for each and every such violation and noncompliance, respectively, be guilty of a misdemeanor, punishable by the provisions set forth in Florida Statutes. The imposition of one penalty for any violation shall not excuse the violation or permit it to continue; and all such persons shall be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified the application of the above penalty shall not be held to prevent the enforced removal of prohibited conditions. Each day that prohibited conditions are maintained shall constitute a separate offense.

Sec. 6-33. Additions, insertions, and changes to fire code.

These amendments, which shall be known as the "Riviera Beach Local Amendments to the Florida Fire Prevention Code," are as follows:

The following addition to the Florida Fire Prevention Code is created to read:

1-4.6.1 Buildings subject to this code are to be inspected to assure fire code compliance per the following schedule:

Occupancy Type	**Inspection Cycle**
Assembly	Annual
Educational	Annual
Day Care Center	Annual
Health Care	Annual
Ambulatory Health Care	Annual
Detention/Correctional	Annual
Residential Board and Care	Annual
Apartments (3-6 units with common area)	~~Every 3 Years~~ Annual
Apartments (3-6 units without common area)	~~Every 5 Years~~ Annual
Apartments (7-20 units)	Annual
Apartments (over 20 units)	Annual
Hotel / Dormitories	Annual
Lodging or Rooming Houses	Annual
Mercantile	Annual
Business	~~Every 2 Years~~ Annual
Industrial / Manufacturing	Annual
Storage	~~Every 2 Years~~ Annual
Special Property Use	Annual

284

Additional inspections may be scheduled by the ~~city~~AHJ based on new construction, alteration of building construction or occupancy, or in response to complaints or observed fire code violations.

The following addition to the Florida Fire Prevention Code is created to read:

~~*1-4.6.2* If consent is not granted, the authority having jurisdiction shall obtain an inspection warrant as provided for in Florida Statutes, section 933.20 through 933.30.~~

1.7.7.1 The AHJ shall be authorized to inspect, at all reasonable times, any building or premises for dangerous or hazardous conditions or materials as set forth in this Code.

1.7.7.2 To the full extent permitted by law, any AHJ engaged in fire prevention and inspection work shall be authorized at all reasonable times to enter and examine any building, structure, marine vessel, vehicle or premises for the purpose of making fire safety inspections.

1.7.7.3 Before entering, the AHJ shall obtain the consent of the owner, occupant, or other person having charge thereof or obtain an inspection warrant pursuant to Florida law, except in those instances where an emergency exists.

~~The following modification to the Florida Fire Prevention Code is created to read:~~

~~*3-4.7* No grills of any kind shall be kindled or maintained on balconies or within 10 ft (3 m) of combustible patios on ground floors. Exception: Single-family dwellings.~~

~~The following modification to the Florida Fire Prevention Code is created to read:~~

~~*3-5.1* Fire lanes shall be provided for all of buildings when any portion of the facility or building is set back more than 150 ft (46 m) from a public road as measured by an approved exterior route around the facility or building or exceeds 30 ft (9 m) in height and any portion of the facility or building is set back over 50 ft (15 m) from a public road. All measurements for fire lanes shall be made in an approved manner around the outside of the building and along an approved access road way. When measuring for fire lane distances, consideration shall be taken when dealing with retaining walls, fencing, swales, berms, or similar obstructions.~~

~~The following modification to the Florida Fire Prevention Code is created to read:~~

~~*3-6 Access boxes.* The authority having jurisdiction shall have the authority to require an access box to be installed in an accessible location where access to or within a structure or area is difficult because of security. Access boxes shall be required for every building with a required fire sprinkler system or fire alarm system. The access box shall be a type approved by the authority having jurisdiction and shall contain keys or other devices necessary to gain access as required by the authority having jurisdiction. The operator of the premises shall immediately notify the authority having jurisdiction, and provide the new keys or other devices, any time a lock is changed or rekeyed and a key or other device to that lock is contained in the access box.~~

~~The following modification to the Florida Fire Prevention Code is created to read:~~

~~*7-2.2.2* New buildings more than three stories in height or new buildings over 50 ft (15 m) in height above grade and containing intermediate stories or balconies shall be equipped with an automatic standpipe system installed in accordance with the provisions of this section and NFPA 14, Standard for the Installation of Standpipe, Private Hydrant, and Hose Systems.~~

~~The following addition to the Florida Fire Prevention Code is created to read:~~

~~*7-3.1.3* Where required by this Code or the referenced codes and standards listed in Chapter 32, automatic sprinkler systems shall be continuously monitored by a certified central station fire alarm system providing service that complies with all requirements of NFPA 72, National Fire Alarm Code.~~

~~The following addition to the Florida Fire Prevention Code is created to read:~~

~~*7-3.2.1.1* All new buildings totaling 5,000 square feet or more of gross floor area shall be protected throughout by an approved automatic sprinkler system in accordance with 7-3.1.1. For the purposes of this section, gross floor area shall be computed by determining the entire square footage of floor area under roofs, coverings or permanent awnings, regardless of any separations. The square footage of each floor level shall be counted separately and combined to achieve a total gross floor area.~~

~~The following addition to the Florida Fire Prevention Code is created to read:~~

~~*7-3.2.1.2* All existing buildings not protected by an approved automatic sprinkler system and totaling 5,000 square feet or more of gross floor area undergoing alterations or renovations causing any increase in gross floor area shall be protected throughout by an approved automatic sprinkler system in accordance with 7-3.1.1. For the purposes of this section, gross floor area shall be computed by determining the entire square footage of floor area under roofs, coverings or permanent awnings, regardless of any separations. The square footage of each floor level shall be counted separately and combined to achieve a total gross floor area.~~

~~The following addition to the Florida Fire Prevention Code is created to read:~~

~~*7-3.2.1.3* All existing buildings totaling less than 5,000 square feet of gross floor area for which alterations or renovations cause an increase in gross floor area to 5,000 square feet or more shall be protected throughout by an approved automatic sprinkler system in accordance with 7-3.1.1. For the purposes of this section, gross floor area shall be computed by determining the entire square footage of floor area under roofs, coverings or permanent awnings, regardless of any separations. The square footage of each floor level shall be counted separately and combined to achieve a total gross floor area.~~

~~The following addition to the Florida Fire Prevention Code is created to read:~~

~~7-3.2.2 Basement areas, below grade areas, and underground parking areas or garages of new occupancies exceeding 2500 ft2 (232.3 m2) shall be protected throughout by an approved automatic sprinkler system.~~

~~The following addition to the Florida Fire Prevention Code is created to read:~~

~~*7-5.1.1* An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings or portions of buildings are hereafter constructed or moved into this jurisdiction. On-site fire hydrants and mains capable of supplying the required fire flow shall be provided when any portion of the facility or building protected is in excess of 350 feet from a water supply on a public street, as measured by an approved exterior route around the facility or building. All measurements for hydrants shall be made in an approved manner around the outside of the building and along an approved access road way. When measuring for hydrant distances, consideration shall be taken when dealing with retaining walls, fencing, swales, berms, or similar obstructions.~~

~~The following addition to the Florida Fire Prevention Code is created to read:~~

~~*7-5.1.2* The authority having jurisdiction may determine the number and approve the location of fire hydrants for buildings or portions of buildings, other than one-and two-family dwellings, that are constructed and located in such a manner that access to public fire hydrants is minimal or of a distance such that the authority having jurisdiction can demonstrate that firefighting operations would be impaired.~~

~~The following addition to the Florida Fire Prevention Code is created to read:~~

~~*7-5.1.3* Where an automatic fire sprinkler system and/or standpipe system is required by this code or some other code, the fire department connection shall be located within 150 feet of a public or private fire hydrant.~~

The following addition to the Florida Fire Prevention Code is created to read:

10.10.6.1 For other than one and two-family dwellings, no hibachi grill or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony under any overhanging portion or within 10 ft (3 m) of any structure.

10.10.6.1.1 Listed electric portable, tabletop grills, not to exceed 200 square inches of cooking surface, or other similar apparatus shall be permitted.

10.10.6.2 Listed for other one and two-family dwellings, no hibachi, grill, or other similar devices used for cooking shall be stored on a balcony.

The following modification to the Florida Fire Prevention Code is created to read:

Fire Protection Systems

13.1.5 Fire Protection Systems Accessibility. A minimum of 36 inches of clear space shall be maintained to permit access to and operation of fire protection equipment, fire department inlet connections, or fire protection system control valves. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment.

13.1.8 All fire protection systems and devices shall be maintained in a reliable operating condition and shall be replaced or repaired where defective or recalled.

13.1.11 In the event of a failure of a fire protection system or an excessive number of accidental activations, the AHJ shall be permitted to require an approved fire watch until the system is repaired.

13.1.14 Fire Department Connection ("FDC") Location. All new Fire Department Connection installations shall be located not more than 100 ft from a fire hydrant measured along fire department vehicle access. Fire department vehicle access shall be determined by the AHJ.

13.1.15 Underground Piping and Tracing Requirements. All newly installed underground piping supplying water based extinguishing systems that utilizes plastic compounds, shall be identified by tracing tape or an approved method, from the point of connection to the base of the riser.

13.2 Standpipe Systems

13.2.2.2 New buildings shall be equipped with a Class I standpipe system installed in accordance with the provisions of Section 13.2 where any of the following conditions exist:

(1) Four or more stories in height above grade plane where the building is protected by an approved automatic sprinkler system

(2) Three or more stories in height above grade plane, where the building is not protected by an approved automatic sprinkler system

(3) More than 50 ft (15 m) above grade plane and containing intermediate stories or balconies

(4) More than one story below grade plane

(5) More than 20 ft (6.1m) below grade plane.

13.2.2.3 High-rise building shall be protected throughout by a Class I standpipe system and accordance with section 13.2.

13.2.2.5 In residential type occupancies, when acceptable to the AHJ, standpipe hose cabinets may have the fire holes removed and not replaced. Cabinets shall than be marked, "FD Hose Connection". When fire extinguishers are located in the same cabinet as the standpipe connection, the cabinet shall than be marked "Fire Extinguisher and FD Connection".

13.3 Automatic Sprinklers

13.3.1.1 Automatic Sprinkler Systems Installation. Automatic sprinkler systems shall be installed:

(1) In all newly constructed enclosed buildings.

(2) In storage occupancies where the storage height has the potential to equal or exceed twelve (12') feet.

(3) In hazardous (Group H) occupancies as defined by the building code.

(4) In health care occupancies, restrained and unrestrained.

(5) In existing buildings that are less than 5,000 square feet, undergoing expansion or addition where the new total gross floor area exceeds 4,999 square feet and the addition or expansion is greater than 25% of the original gross floor area unless such building or addition is otherwise required to be sprinklered by the code or otherwise by law.

(6) In townhouses that do not have individually recorded lots for each dwelling unit and are not deeded fee simple.

The following addition to the Florida Fire Prevention Code is created to read:

13.3.1.8.1.1 Where supervision of automatic sprinkler systems is required by another section of this Code, supervisory attachments shall be installed and monitored for integrity in accordance with NFPA 72 and a distinctive supervisory signal shall be provided to indicate a condition that would impair the satisfactory operation of the sprinkler system.

13.3.1.8.2.1 Where supervision of automatic sprinkler systems is required by another section of this Code, waterflow alarms shall be transmitted to an approved, proprietary alarm-receiving facility, a remote station, a central station, or the fire department.

The following addition to the Florida Fire Prevention Code is created to read:

13.3.2.2 Basements exceeding 2,500 ft (23 M) in new buildings shall be protected throughout by an approved automatic sprinkler system.

The following modification to the Florida Fire Prevention Code is created to read:

18.2.2.1 *Access boxes.* The AHJ shall have the authority to require an access box to be installed in an accessible location where access to or within a structure or area is difficult because of security. Access boxes shall be required for every building with a required fire sprinkler system or fire alarm system. The access box shall be a type approved by the authority having jurisdiction and shall contain keys or other devices necessary to gain access as required by the authority having jurisdiction. The operator of the premises shall immediately notify the authority having jurisdiction, and provide the new keys or other devices, any time a lock is changed or rekeyed and a key or other device to that lock is contained in the access box.

18.2.2.2 Access to Existing Gated Subdivisions or Developments. In existing communities, where fire department access is provided through gated security, the gate must remain accessible to fire rescue by means of an approved key access system where the AHJ determines that the closure of the gate would increase fire rescue response time to an emergency.

18.2.2.2.2 Access to New Gated Subdivisions or Developments. In all new gate installations, new gated communities, subdivisions, or developments where fire department access is provided through one or more gate(s), that are not manned 24/7/365, a Click2Enter "C2E" system shall be installed as the primary access system for fire rescue entry into the community and an approved key switch system shall be installed as a secondary access system. These systems shall simultaneously open all gates and/or traffic arms that are in the fire department vehicle access lane. The gates and/or traffic arms shall remain open until restored to the normal position by the fire department. The location of the control units shall be determined by the AHJ. If at any time the primary or secondary access system is not functioning, the gate(s)/traffic arm(s) shall be left in the open position until such time they are repaired.

18.2.3.3.1 Multiple Access Roads. More than one approved fire department access road shall be provided to every facility, building, or portion of a building hereafter constructed or relocated. Exception: A single access road may be allowed with approval by the AHJ.

18.2.3.5.1.1.1 The twenty (20) foot unobstructed width may be modified with the approval of the Fire Marshal. Reductions shall not impair access by fire department apparatus and approved signs shall be installed indicating the clearance.

18.2.3.5.3.1 The turning radius for a fire department access road shall be a minimum of 45 ft outside and a maximum of 20 ft inside.

18.2.3.5.4 Dead Ends. Dead-end fire department access roads in excess of 150 ft in length shall be provided with approved provisions for the turning around of fire apparatus. Turnarounds of the following dimensions shall be provided; ninety 90 ft diameter cul-de-sac, 90 ft wye, 45 ft shunt and 90 ft hammerhead.

18.2.3.5.4. During construction, when combustibles are brought onto the site in such quantities as deemed hazardous by the AHJ, access roads and a suitable temporary supply of water acceptable to the AHJ shall be provided and maintained. Where the access roadway cannot be provided, approved fire protection system or systems shall be installed as required and approved by the AHJ.

18.2.4.1.1.1 Loading Zones in Fire Lanes. Fire lanes fronting a retail establishment may have loading zones. Each zone shall not exceed 25 ft in length nor shall the combined loading zone footage exceed twenty percent (20%) of the building frontage. Loading zones shall be located no closer than 75 ft apart, with a maximum 15 minute time limit imposed.

The following addition to the Florida Fire Prevention Code is created to read:

18.3 Water Supplies

18.3.1 An approved water supply capable of supplying the required fire flow for fire protection shall be provided to all premises upon which facilities, buildings, or portions of buildings are hereafter constructed or moved into the jurisdiction. The approved water supply shall be in accordance with Section 18.4 and Section 18.5

The following modification to the Florida Fire Prevention Code is created to read:

18.5.2 Detached One-and Two- Family Dwellings.

Fire hydrant shall be provided for buildings other than detached one-and two-family dwellings in accordance with both of the following:

(1) The maximum distance to a fire hydrant from the closest point on the building shall not exceed 600 ft (183 m).
(2) The maximum distance between the hydrants shall not exceed 800 ft (244m).

18.5.3 Buildings Other than Detached One- and Two-Family Dwellings.

Fire hydrants shall be provided for buildings other than detached one-and two-family, dwellings and accordance with both of the following:

(1) The maximum distance to a fire hydrant from the closest point on the building shall not exceed 400 ft (122 m).
(2) The maximum distance between fire hydrants shall not exceed 500 ft (152 m).

18.5.6 Accessibility.

Fire hydrants and connections to other approved water supplies shall be accessible to the fire department.

18.5.7. Clear Space Around Hydrants.

18.5.7.1. A 36 inch (914 mm) clear space shall be maintained around the circumference of fire hydrants, except as otherwise required or approved.

The following addition to the Florida Fire Prevention Code is created to read:

Explosives, Fireworks, and Model Rocketry

65.1 General.

65.1.1 The storage, use, and handling of explosives, fireworks, and model rocketry shall comply with the requirements of this chapter, NFPA standards referenced within this chapter, and Sections 60.1 through 60.4 of this Code.

65.1.2 Fireworks Structures, Sales and Storage

65.1.2.1 General Requirements for Sales of Consumer Fireworks. Any provisions of this Code relating to the retail sale of consumer fireworks shall apply to wholesale sales of fireworks.

65.1.2.3 Non-combustible Construction. Structures where fireworks, as defined by Chapter 791, Florida Statutes, are housed, stored, or sold shall be of non-combustible construction. The requirements of Section 7.4.3 of NFPA 1124 shall not apply.

65.1.2.4 Exterior Storage. Temporary or permanent exterior storage of consumer fireworks shall be allowed providing the structure or container has a monitored security system.

65.1.2.5 Principal Use. No other occupancy which is not directly related to the principal use of the structure shall be permitted. Such structures shall be freestanding with a minimum of ten (10') feet from any contiguous building line. A multiple tenant or occupancy building is not allowed. Section 7.4.4 of NFPA 1124 shall not apply.

65.1.2.6 Fire Extinguishing Systems. All new and existing buildings shall be protected by an approved fire extinguishing system. The extinguishing system shall be designed by a fire protection engineer licensed in the State of Florida.

65.2 Display Fireworks.

65.2.1 The construction, handling, and use of fireworks intended solely for outdoor display as well as the general conduct and operation of the display shall comply with the requirements of NFPA 1123.

65.2.1.1 In accordance with the AHJ, no fireworks displays shall be permitted in any building.

65.3 Pyrotechnics Before a Proximate Audience

65.3.1 The use of pyrotechnic special effects in the performing arts in conjunction with theatrical, musical, or any similar productions before a proximate audience, performers, or support personnel shall comply with NFPA 1126.

65.3.1.1 In accordance with the AHJ, no pyrotechnic displays shall be permitted in any building.

Sec. 6-34. Fire rescue fee schedule

The ~~following~~ fees ~~shall be established~~ for permits, certificates, approvals, and other functions performed under this Code shall be established by resolution of the city council as amended from time to time. All such fees ~~and~~ shall be payable to the City of Riviera Beach. Such fees shall accompany such application for such permit, approval, certificate, or other related fee related code provisions.

~~Water Flow Tests~~

~~A fee of $50.00 shall be paid for all flow tests performed by Riviera Beach Fire Rescue.~~

~~Inspection Fees~~

~~The schedule for new construction fire rescue plan review and inspection is as follows:~~

	~~Plan Review and 1st Inspection~~
~~New Construction Inspection and Plan Review Fee~~	~~$2.25 per $1000 of improvement costs ($15.00 minimum)~~

~~The schedule for existing building fire rescue inspections, per building, based on fixed property use, shall be as follows:~~

~~Occupancy~~	~~1st Inspection~~
~~Assembly Occupancy of~~	
~~50 – 299 persons~~	~~$50.00~~
~~300 – 999 persons~~	~~75.00~~
~~1,000 – 4,999 persons~~	~~150.00~~
~~5,000 persons or >~~	~~250.00~~
~~Educational~~	
~~Day Care/Preschool~~	~~30.00~~
~~All Others~~	~~75.00~~
~~Healthcare/Institutional~~	
~~5000 sq. ft. and under~~	~~50.00~~
~~5001 – 15,000 sq. ft.~~	~~100.00~~
~~15,001 – 30,000 sq. ft.~~	~~150.00~~

~~30,001 - 100,000 sq. ft.~~	~~200.00~~
~~100,001 sq. ft. or >~~	~~300.00~~
~~Apartments, Transient Lodging~~	
~~24 units and <~~	~~50.00~~
~~25 - 100 units~~	~~75.00~~
~~101 - 500 units~~	~~150.00~~
~~501 units or >~~	~~250.00~~
~~Residential Board and Care, Adult Living Facilities~~	
~~24 client license and <~~	~~50.00~~
~~25 - 50 client license~~	~~75.00~~
~~51 client license and >~~	~~150.00~~
~~Mercantile, Office, Storage, Industrial, and Manufacturing~~	
~~5000 sq. ft. and under~~	~~50.00~~
~~5001 - 15,000 sq. ft.~~	~~100.00~~
~~15,001 - 30,000 sq. ft.~~	~~150.00~~
~~30,001 - 100,000 sq. ft.~~	~~200.00~~
~~100,001 sq. ft. or >~~	~~300.00~~
~~Marinas (Docks)~~	
~~50 boat slips and <~~	~~50.00~~
~~51 - 100 boats slips~~	~~150.00~~
~~101 - 250 boats slips~~	~~200.00~~
~~251 boat slips and >~~	~~300.00~~
~~Temporary Structures, Tents~~	~~30.00~~
~~Commercial LP Gas Facilities~~	~~50.00~~
~~Mulching Facilities~~	~~150.00~~
~~Other - All subject occupancies not listed~~	~~50.00~~

583

~~Re-Inspections~~

~~There shall be a $25.00 dollar charge for each re-inspection which requires any additional trip to a building or job site by a fire inspector. This fee shall be applicable to new construction and existing inspections.~~

Sec. 6-35. Application of code.

The provisions of the fire prevention code of the city shall apply equally to both public and private property, and it shall apply to all structures and their occupancies, except as otherwise specified.

Sec. 6-36. Construction of code.

This chapter shall be deemed an exercise of the police powers of the city for the preservation and protection of the public health, peace, safety and welfare, and all provisions of the fire prevention code of the city shall be liberally construed for that purpose.

End of Amendments to Chapter 6

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Councilmembers

From: Mike Pinkney, Interim Director of Parks & Recreation Department

Through: William Wilkins, City Manager

Subject: **Resolution Number 121-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, acknowledging the repayment requirement of Community Development Block Grant (CDBG) funds related to the Urban Farm and Urban Agricultural Program Project; authorizing the Mayor to execute all necessary documents to facilitate repayment to Palm Beach County Board of Commissioners; authorizing the City Manager or designee to coordinate with Palm Beach County Board of Commissioners on reprogramming of eligible funds; and providing for an effective date.**

Date: October 07, 2026

CC: General Public

Background:

On October 19, 2021, the City entered into an Agreement with Palm Beach County Board of County Commissioners (County) to formally establish the terms and conditions pertaining to the design and construction of an initiative titled, the Urban Farm and Urban Agricultural Program Project. The Project's purpose was to establish a partnership with E-Roadmaps for the production and distribution of organic and non-GMO healthy food choices to the community.

The award totaled $100,000 and its source was the County's federal Community Development Block Grant Program. Accordingly, two payments were made in the aggregate amount of $73,031.75. At the request of the City, the remaining balance of $26,968.25 was reprogrammed to the Brooks Playground Project.

Federal regulations require that real property acquired or improved with CDBG funds be used for the intended purpose and meet a National Objective for no less than five (5) years after the completion of the respective improvements. Thereby, as a part of the arrangement, the City agreed to continuance of operations of the Program for at least a five-year period of time.

However, in July 2025, the respective Project ceased operations and given its termination, the City became non-compliant. As a result, the County is requesting that the $73,031.75 that was expended for the Project, be returned to the County.

Subsequent to being notified by the County concerning this matter, Parks and Recreation Department staff met with representatives of the Finance Department, in an effort to discuss and resolve. To this end, the Finance Department identified a source of funds to cover this repayment expense. This repayment assures full compliance with the County's demand proposition.

Further, although the County is requesting that the City return such federal CDBG dollars spent, simultaneously the agency is also advising that following total repayment, the County will reprogram additional CDBG funds in an equal amount to cover expenses for any eligible City-initiated initiative in the future.

City Goals:

The Citywide Goal is to Build Great Neighborhoods.

Fiscal/Budget Impact:

The Fiscal/Budget Impact is $73,031.75.

Recommendation:

Staff recommends a Motion to approve Resolution Number 121-26.

Attachments:

1. Resolution_Number_121-26final_v4 - 02.docx
2. Exhibit 1 Resolution Number 97-21
3. Exhibit 2 PBC Demand Letter CDBG Urban Farm

Resolution Number 121-26

Resolution Number 121-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, acknowledging the repayment requirement of Community Development Block Grant (CDBG) funds related to the Urban Farm and Urban Agricultural Program Project; authorizing the Mayor to execute all necessary documents to facilitate repayment to Palm Beach County Board of Commissioners; authorizing the City Manager or designee to coordinate with Palm Beach County Board of Commissioners on reprogramming of eligible funds; and providing for an effective date.

Whereas, on October 19, 2021, the City of Riviera Beach entered into an Agreement with the Palm Beach County Board of County Commissioners to establish the terms and conditions for the Urban Farm and Urban Agricultural Program; and

Whereas, the Program was funded through Palm Beach County's Community Development Block Grant Program, in the total amount of $100,000 to support fresh fruit and vegetable distribution to City residents through a partnership with E-Roadmaps, a local nonprofit organization; and

Whereas, the City committed under the Agreement to maintain operations of the Program for a minimum of five years; and

Whereas, representatives from the Palm Beach County Housing & Economic Development Program conducted a site visit and determined that the Urban Farm and Urban Agricultural Program was no longer being utilized for the respective purpose; and

Whereas, this failure to operate in accordance with the terms and conditions of the Agreement between the City and Palm Beach County, has resulted in non-compliance; and

Whereas, Palm Beach County has requested reimbursement of such CDBG funds in the amount of $73,031.75 which were expended on the Program; and

Whereas, Palm Beach County has advised that upon full repayment of said funds, it will re-award additional CDBG funds in an equivalent amount for use toward another eligible City-initiated project; and

Whereas, staff from the Parks and Recreation Department and the Finance Department have evaluated the repayment obligation, and the Finance Department has identified an appropriate funding source to ensure that the City satisfies the requirement.

Now, therefore, be it resolved by the City Council of the City of Riviera Beach, Palm Beach County, Florida, as follows:

Section 1. The City Council hereby acknowledges the repayment obligation of $73,031.75 to Palm Beach County related to the Urban Farm and Urban Agricultural Program Project that had been located at 1633 W. Blue Heron, Riviera Beach.

Section 2. The Mayor is authorized to execute all documents necessary to facilitate repayment to the Palm Beach County Board of County Commissioners.

Section 3. The City Manager or designee is authorized to coordinate with Palm Beach County regarding the reprogramming and re-award of eligible CDBG funds upon repayment.

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

Passed and Adopted this ___ day of _____, 2026, by the City Council of the City of Riviera Beach, Florida.

Approved:

_____
Douglas Lawson
Mayor

Attest:

_____
Debrah Hall
Master Municipal Clerk
City Clerk

Reviewed As To Legal Sufficiency

_____
Dawn S. Wynn, City Attorney

Date: _____

Motioned By: _____

Seconded By: _____

B. Guyton: ____

K. Miller-Anderson: ____

S. Lanier: ____

G. Spiritis: ____

F. Davis-Panier ____

RESOLUTION NUMBER 97-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE EXECUTION OF A GRANT AGREEMENT WITH THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS DEPARTMENT OF HOUSING AND ECONOMIC SUSTAINABILITY FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM IN THE AMOUNT OF $755,297 TO FUND THREE PROJECTS WITHIN THE CITY OF RIVIERA BEACH; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (County) administers the Federal Community Development Block Grant (CDBG) Program; and

WHEREAS, the City of Riviera Beach City Council approved three certain projects on March 3, 2021 to be funded using Federal CDBG monies from the County; and

WHEREAS, the three projects approved were the Code Compliance Community Engagement Program, Project Number 22006 ($537,297), the Urban Farm and Urban Agriculture Program, Project Number 22007 ($100,000) and the City Park Wi-Fi Program, Project Number 22008 ($118,000).

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute each agreement for same.

SECTION 2. The Finance Director is hereby authorized to establish Project 22006 for the Code Compliance Community Engagement Program in the amount of $537,297.00.

SECTION 3. The Finance Director is hereby authorized to establish Project 22007 for the Urban Farm and Urban Agriculture Program in the amount of $100,000.00.

SECTION 4. The Finance Director is hereby authorized to establish Project 22008 for the Park Wi-Fi Program in the amount of $118,000.00.

PASSED AND APPROVED THIS 1st **DAY OF** September **, 2021.**

APPROVED:

RONNIE L. FELDER
MAYOR

SHIRLEY D. LANIER
CHAIRPERSON

ATTEST:

CLAUDENE L. ANTHONY,
CERTIFIED MUNICIPAL CLERK
CITY CLERK

KASHAMBA MILLER-ANDERSON
CHAIR PRO TEM

TRADRICK MCCOY
COUNCILPERSON

JULIA A. BOTEL, Ed.D
COUNCILPERSON

DOUGLAS A. LAWSON
COUNCILPERSON

MOTIONED BY: J. BOTEL

SECONDED BY: D. LAWSON

T. MCCOY: AYE

K. MILLER-ANDERSON: AYE

S. LANIER: AYE

J. BOTEL: AYE

D. LAWSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

DAWN S. WYNN, CITY ATTORNEY

DATE: 9/1/2021

July 17, 2026 + 60 days Sep 15, 2026

Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406
(561) 233-3600
www.pbc.gov/hed

Palm Beach County Board of County Commissioners
Sara Baxter, Mayor
Marci Woodward, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Joel G. Flores
Maria Sachs
Bobby Powell Jr.

County Administrator
Joseph Abruzzo

Mr. William Wilkins, Interim City Manager
City of Riviera Beach
1481 W. 15th Street, 2nd Floor
Riviera Beach, FL 33404

RE: Demand Letter – Urban Agricultural Farm Project

Dear Mr. Wilkins:

This letter serves as Palm Beach County's demand for repayment of Federal Community Development Block Grant (CDBG) funds expended on the Urban Agricultural Farm Project. On October 19, 2021, Palm Beach County entered into Agreement (R2021-1534) with the City of Riviera Beach for the design and construction of an Urban Agricultural Farm to produce organic and non-GMO products located at 1633 W. Blue Heron Blvd, Riviera Beach.

The City was awarded $100,000 of CDBG funds for the project. A payment of $45,282.81 was made on July 22, 2022, and $27,748.94 on January 30, 2023. The remaining balance of $26,968.25, was reprogrammed to the Brooks Playground project at the request of the City.

Federal regulations at 24 CFR Part 570.505 require that real property acquired or improved with CDBG funds be utilized for its intended purpose and meet a National Objective of the CDBG Program for no less than five (5) years after completion of CDBG improvements. Please refer to Section I of the Agreement, Use of the Project/Facility/Property.

HED conducted a site visit and determined the Urban Agricultural Farm is no longer being utilized for CDBG purposes. Consequently, the total amount of CDBG funds expended $73,031.75 must be repaid. Repayment of this full amount must be made within 60 days of the date of this letter. Following receipt of full repayment, the Agreement will be terminated in accordance with Section 26.

Following full repayment, the County will reprogram CDBG funds in an equal amount in order to fund another eligible CDBG project identified by the City.

"An Equal Opportunity Employer"
Official Electronic Letterhead

Palm Beach County is attempting to collect a debt, and any information obtained will be used for that purpose.

If you have any questions regarding this matter, please do not hesitate to contact Carlos Serrano, Deputy Director, at (561) 233-3608 or Cserrano@pbc.gov.

Sincerely,

Axel Miranda, Director
Department of Housing and Economic Development

Attachment

cc: Deirdre M. Jacobs, Asst. City Manager, Riviera Beach
Jonathan Brown, Deputy County Administrator, PBC
Timothy Carey, Assistant County Attorney, PBC
Carlos Serrano, Deputy Director, HED
Alessandra Tasca, SPO Division Director, HED
Jeffery Bolton, Contracts Division Director, HED
Valerie Alleyne, FAS Division Director, HED

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Councilmembers

From: Gedel Merzius, CRA Executive Director

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 122-26: A Resolution of the City Council of the City of Riviera Beach, Florida, authorizing the transfer of certain City-Owned real property to the Riviera Beach Community Redevelopment Agency (RBCRA); consolidating the property with certain CRA-Owned property for purposes of redevelopment and disposition; authorizing the RBCRA to proceed with the Purchase and Sale Agreement (Agreement) pending disposition and pending development of the property in connection with the proposed 1851 Development; authorizing a property revenue-sharing arrangement between the City and the RBCRA; authorizing the City Manager, Executive Director of the RBCRA, and other appropriate officials to execute necessary agreements and documents; providing for implementation; and providing for an effective date.**

Date: October 07, 2026

CC: General Public

Background:

The purpose of this resolution is to request City Council approval to transfer certain City-owned property located within the 1800 block of Broadway to the Riviera Beach Community Redevelopment Agency ("RBCRA" or "CRA") for redevelopment purposes and to facilitate the subsequent execution of a Purchase and Sale Agreement ("PSA") with Forest Development Acquisitions, LLC ("Developer") for the proposed 1851 Broadway Development. (Formerly known as Miami Subs).

The proposed transfer is intended to consolidate the City-owned portions of the development

site under the ownership and control of the CRA prior to the execution and closing of the final PSA. This structure is consistent with the framework established by the CRA's approval of Resolution No. 2026-04 (see attached), which approved a non-binding Term Sheet memorandum with Forest Development Acquisitions, LLC and authorized negotiations toward a final PSA.

The Term Sheet identified three parcels comprising the proposed development site:

1. Parcel ID No. 56-43-42-33-24-001-0000 – approximately 1.2453 acres, owned by the City;

2. Parcel ID No. 56-43-42-33-00-001-0111 – approximately 0.0233 acres, owned by the City; and

3. Parcel ID No. 56-43-42-33-24-002-0000 – approximately 0.9342 acres, owned by the CRA.

The Term Sheet contemplated a redevelopment project known as 1851 Broadway, consisting of a residential and mixed-use development with between approximately 290 and 500 residential dwelling units, a minimum of five percent workforce housing units, at least 17,000 square feet of commercial retail space, and public parking.

The proposed transfer of the two City-owned parcels to the CRA is intended to establish a unified ownership structure for the development site before the final PSA is executed. Placing the entire development site under CRA ownership allows the CRA to administer the disposition of the Property as a redevelopment asset and to negotiate and enter into the final PSA consistent with the terms previously contemplated by the CRA Board.

It is important to note that the approval of the proposed transfer does not authorize the Developer to take ownership of the Property. The transfer should be viewed as an internal governmental property transfer necessary to facilitate the subsequent redevelopment transaction not an early conveyance of the property to the developer. The Developer would acquire the Property only pursuant to a separate, final PSA approved by the appropriate City Commission and CRA board. Upon satisfaction of the PSA conditions, the CRA conveys the Property to the Developer at closing.

Staff recommends that the City Council approve the transfer of the City-owned parcels identified below to the Riviera Beach Community Redevelopment Agency for redevelopment purposes:

- Parcel ID No. 56-43-42-33-24-001-0000;
- Parcel ID No. 56-43-42-33-00-001-0111;

Staff further recommends that the City Council authorize the appropriate City officials to

execute the intergovernmental agreement and other documents necessary to effectuate the transfer and property revenue sharing arrangement between the City of Riviera Beach and the RBCRA associated with the 1851 development, subject to review and approval by the City Attorney.

Following the transfer, the CRA would proceed with negotiations concerning the final PSA with Forest Development Acquisitions, LLC in accordance with the framework established by the April 2026 Term Sheet and subject to subsequent approval by the CRA Board.

City Goals:
The Citywide Goal is to Enhance Government Stewardship.

Fiscal/Budget Impact:

Recommendation:
Staff recommends a Motion to approve Resolution Number 122-26.

Attachments:
1. Resolution_122-26_1851_Property_Transfer_City-CRA.docx
2. Resolution No. 2026-04 Non-Binding Term Sheet With Forest Development 1851 Broadway.pdf
3. Agreement - Interlocal Agreement between the City of Riviera Beach and the Riviera Beach Community Redevelopment Agency Property Transfer.pdf

Resolution Number 122-26

A Resolution of the City Council of the City of Riviera Beach, Florida, authorizing the transfer of certain City-Owned real property to the Riviera Beach Community Redevelopment Agency (RBCRA); consolidating the property with certain CRA-Owned property for purposes of redevelopment and disposition; authorizing the RBCRA to proceed with the Purchase and Sale Agreement (Agreement), pending disposition and pending development of the property in connection with the proposed 1851 Development; authorizing a property revenue-sharing arrangement between the City and the RBCRA; authorizing the City Manager, Executive Director of the RBCRA, and other appropriate officials to execute necessary agreements and documents; providing for implementation; and providing for an effective date.

****

Whereas, the City of Riviera Beach, Florida (the "City"), owns certain real property located within the City of Riviera Beach, Palm Beach County, Florida, identified as Parcel ID Nos. 56-43-42-33-24-001-0000, containing approximately 1.2453 acres; 56-43-42-33-00-001-0111, containing approximately 0.0233 acres; and the City of Riviera Beach CRA ("RBCRA" or "CRA"), is the owner of certain real property identified as Parcel ID Nos. 56-43-42-33-24-002-0000, containing approximately 0.9342 acres (collectively, the "Property"); and

Whereas, the Property is located within an area designated for redevelopment and is appropriate for development consistent with the City's and the Riviera Beach Community Redevelopment Agency's redevelopment objectives; and

Whereas, the City Council desires to transfer the City-owned property to the Riviera Beach Community Redevelopment Agency ("RBCRA") for redevelopment purposes and to facilitate the disposition and development of the Property pursuant to a purchase and sale disposition agreement; and

Whereas, the proposed development, commonly referred to as the 1851 Development, is intended to promote redevelopment, stimulate private investment, increase the productive use of underutilized property, and generate additional economic activity within the City; and

Whereas, the proposed transfer is intended to consolidate the City-owned portions of the development site under the ownership and control of the CRA prior to the execution and closing of the final PSA, establish a unified ownership structure for the development site before the final PSA is executed; and

Whereas, placing the entire development site under CRA ownership allows the CRA to administer the disposition of the Property as a redevelopment asset and to negotiate and enter into the final PSA consistent with the terms previously contemplated by the CRA Board; and

Whereas, the City and the RBCRA recognize that the successful development of the Property will generate property-related revenues and economic benefits and desire to establish a mutually beneficial revenue-sharing arrangement associated with the 1851 Development; and

Whereas, the City agrees to provide for a property revenue-sharing arrangement with the RBCRA from revenues generated by the 1851 Development, with the specific percentage, amount, term, methodology, and applicable conditions to be established in the agreement between the City and the RBCRA and/or related agreements approved by the appropriate governing bodies; and

Whereas, the revenue-sharing arrangement is intended to provide the RBCRA with a continuing financial participation in the economic benefits generated by the redevelopment of the Property and to support the RBCRA's statutory redevelopment purposes, including reinvestment in redevelopment initiatives and projects within the applicable redevelopment area; and

Whereas, the City Council finds that transferring the Property to the RBCRA and establishing a property revenue-sharing arrangement in connection with the 1851 Development is in the best interests of the City and its residents and is consistent with the City's redevelopment objectives; and

Whereas, the City Council further finds that the proposed transaction will facilitate the productive redevelopment of City-owned property, encourage private investment, enhance the City's tax base and economic activity, and advance the public purposes for which the Property is intended to be redeveloped.

Now, therefore, be it resolved by the City Council of the City of Riviera Beach, Palm Beach County, Florida, as follows:

Section 1. The foregoing recitals are hereby incorporated into this Resolution and are adopted as findings of fact by the City Council.

Section 2. The City Council hereby approves the agreement between the City of Riviera Beach and the Riviera Beach Community Redevelopment Agency providing for the transfer of the Property to the RBCRA for redevelopment purposes and authorizing the RBCRA to proceed with the disposition and development of the Property in accordance with the approved terms and applicable law.

Section 3. The City Council hereby approves and authorizes a property revenue-sharing arrangement between the City and the RBCRA in connection with the 1851 Development, pursuant to which the RBCRA shall receive the agreed-upon share of applicable property-related revenues generated by the development, as more specifically provided in the agreement and related documents approved by the City and RBCRA.

Section 4. The City Manager, or designee, and other appropriate City officials are hereby authorized to execute the agreement, revenue-sharing agreement, purchase and sale disposition agreement, and such other documents as may be necessary or appropriate to effectuate the transfer, redevelopment, and revenue-sharing arrangement contemplated herein, subject to approval as to form and legality by the City Attorney.

Section 5. The Executive Director, or designee, and other appropriate RBCRA officials are hereby authorized to execute all documents necessary to accept the Property, facilitate the

disposition and redevelopment of the Property, and implement the revenue-sharing arrangement approved herein, subject to approval as to form and legality by the appropriate legal counsel.

Section 6. The City Manager and Executive Director of the RBCRA are authorized to take all necessary administrative and ministerial actions to implement this Resolution and the agreements approved herein.

Section 7. This Resolution shall become effective immediately upon adoption.

Passed and Adopted this ___ day of _____, 2026, by the City Council of the City of Riviera Beach, Florida.

Approved:

_____
Douglas Lawson
Mayor

Attest:

_____
Debrah Hall
Master Municipal Clerk
City Clerk

Reviewed As To Legal Sufficiency

_____
Dawn S. Wynn, City Attorney

Date: _____

Motioned By: _____

Seconded By: _____

B. Guyton:	____
K. Miller-Anderson:	____
S. Lanier:	____
G. Spiritis:	____
F. Davis-Panier	____

RESOLUTION NO. 2026 - 04

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (AGENCY) APPROVING A NON-BINDING TERM SHEET MEMORANDUM WITH FOREST DEVELOPMENT ACQUISITIONS, LLC. FOR THE REDEVELOPMENT OF PROPERTY LOCATED IN THE 1800 BLOCK OF BROADWAY; AUTHORIZING NEGOTIATIONS; AND PROVIDING AN EFFECTIVE DATE.

****

WHEREAS, the Community Redevelopment Agency is authorized under Chapter 163, Florida Statutes, to promote redevelopment; and

WHEREAS, the Community Redevelopment Agency and City own property in the 1800 block of Broadway; and

WHEREAS, the Community Redevelopment Agency has determined that the developer's proposal is in the public interest; and

WHEREAS, a Term Sheet dated April 14, 2026 outlines the proposed redevelopment;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY THAT:
in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. The Riviera Beach Community Redevelopment Agency Board of Commissioners approves the term sheet.

SECTION 2. The term sheet is non-binding.

SECTION 3. Staff is authorized to negotiate a purchase and sale agreement and redevelopment agreement.

PASSED AND ADOPTED this 22nd day of April 2026.

Riviera Beach Community Redevelopment Agency

By: _____
Shirley Lanier, Chair

ATTEST:

_____
Gedel Merzius, Executive Director

Approved as to form and legal sufficiency

_____
Christopher Smith, Attorney
Pittman Law Group

MOTION BY: Guyton

SECOND BY: Spiritis

F. DAVIS-PANIER	Aye
B. GUYTON	Aye
K. MILLER-ANDERSON	Nay
G. SPIRITIS	Aye
S. LANIER	Nay

Riviera Beach
COMMUNITY REDEVELOPMENT AGENCY

TO: HONORABLE CHAIR AND CRA BOARD OF COMMISSIONERS

FROM: GEDEL MERZIUS, EXECUTIVE DIRECTOR

THROUGH: CHRISTOPHER SMITH, ESQ. – PITTMAN LAW GROUP

DATE: APRIL 20, 2026

SUBJECT: **RESOLUTION NO. 2026-04 BOARD OF COMMISSIONERS FOR THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY APROVING A NON-BINDING TERM SHEET MEMORANDUM WITH FOREST DEVELOPMENT ACQUISITIONS, LLC. FOR THE REDEVELOPMENTOF PROPERTY LOCATED IN THE 1800 BLOCK OF BROADWAY; AUTHORIZING NEGOTIATIONS; AND PROVIDING AN EFFECTIVE DATE.**

TERM SHEET MEMORANDUM

SELLER: City of Riviera Beach Community Redevelopment Agency ("CRA") and the City of Riviera Beach, a Florida Municipal Corporation ("City")

PURCHASER: Forest Development Acquisitions, LLC. A Florida limited liability company ("Development")

PROPERTY: Three Parcels of Land Located in Riviera Beach, Palm Beach County, FL
Parcel ID No. 56-43-42-33-24-001-0000 (1.2453 acres, more or less) (City)
Parcel ID No. 56-43-42-33-00-001-0111 (0.0233 acres, more or less (City)
Parcel ID No. 56-43-42-33-24-002-0000 (0.9342 acres, more or less (CRA)

Purchase Price - $4,500,000.00 (subject to adjustments)

- Purchase Price will be increased by $20,000.00) for each Residential Dwelling Unit ("RDU") over three hundred thirty-five (335) RDUs for which the Developer is able to obtain approvals and development entitlement to construct on the Property, with the maximum number of units RDUs being considered for this project being five hundred (500). Therefore, the maximum potential purchase price is $7,800,000.00.
- The total Purchase Price will be reduced based on the number of RDUs achieved or entitled.
- For each RDU below 335 (down to a minimum of 300 RDUs), the purchase price Purchase Price will be reduced by twenty thousand and 00/100 dollars ($20,000.00) per RDU). Therefore, the minimum potential purchase price is $3,800,000.00.
- The entire amount of the Purchase Price, as adjusted, will be paid in a lump sum at the time of the consummation of the sale and purchase (the "Closing").

600 West Blue Heron Boulevard, Suite C-225 | Riviera Beach, FL 33404

- Earnest Money – Upon execution of the PSA, the Developer will also deposit into escrow an earnest money deposit in the amount of twenty-five thousand and 00/100 dollars ($25,000.00), (the "Initial Deposit"). If the Developer does not timely execute the PSA prior to the end of the Due Diligence Period (as defined below) on the conditions permitted by the PSA, then the entire amount of the Initial Deposit shall be non-refundable and at risk at that time, except in the case of a default by the CRA or the City.

- **Additional Deposit** – If the Developer does not properly elect to terminate the PSA prior to the end of the Due Diligence Period, then Developer will provide an additional deposit in the amount of $275,000.00 into escrow to be added to the Initial Deposit. The Developer will have no further right to terminate the PSA, except during the Governmental Approvals Period or by default by the City or CRA and subject to the terms of the PRA.

Contract Critical Dates

- Due Diligence Period – 120 days from the Effective Date of the PSA.
- Governmental Submittals Period – 120 days from the last day of the Due Diligence Period.
- Reasonable time periods for obtaining the issuance of the governmental approvals will be contained in the final PSA.
- If delays occur in the course of the approvals process resulting from delays by the City, then Developer may request an extension of time.
- If the appointed representative for the City and CRA agree and confirm that the delay is not the fault of Developer, such representatives will recommend granting the requested extension. In such a case, the respective Boards of the City and CRA will not unreasonably deny the request.
- Closing – Closing shall occur within 90 days after issuance of the final non-appealable site plan approved by the City.

Conceptual Site Plan Exhibit

- Redevelopment of not less (290) RDUs and not more than 500 RDUs.
- Not less than five percent (5.00%) of the total RDUs will consist of workforce housing RDUs.
- Not less than seventeen thousand (17,000) square feet of commercial retail space.
- Not less than one hundred (100) parking spaces will be available to the public, along with additional public parking spaces to serve the commercial retail space sufficient to meet any zoning or building code requirements.
- If the CRA or City fails to deliver written objections within the applicable review period, the Preliminary Site Plan shall automatically be deemed approved.

Effect of Term Sheet Memorandum

- The Term Sheet Memorandum is not a final contract. Its purpose is to set forth the fundamental deal terms based on which the parties will negotiate and enter into a final binding PSA. The PSA will not be effective unless and until it is approved by the CRA's Board.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE TRANSFER, REDEVELOPMENT, DISPOSITION, AND REVENUE SHARING OF THE 1851 DEVELOPMENT PROPERTY

This Interlocal Agreement for Property Transfer, Redevelopment, Disposition, and Revenue Sharing (this "Agreement") is entered into as of _____, 2026 (the "Effective Date"), by and between the City of Riviera Beach, a Florida municipal corporation (the "City"), and the Riviera Beach Community Redevelopment Agency, a public body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes (the "CRA"). The City and the CRA are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the City of Riviera Beach, Florida, owns certain real property located within the City of Riviera Beach, Palm Beach County, Florida, identified as Parcel ID Nos. 56-43-42-33-24-001-0000, containing approximately 1.2453 acres, and 56-43-42-33-00-001-0111, containing approximately 0.0233 acres; and

WHEREAS, the CRA is the owner of certain real property identified as Parcel ID No. 56-43-42-33-24-002-0000, containing approximately 0.9342 acres; and

WHEREAS, the foregoing parcels are collectively referred to herein as the "Property"; and

WHEREAS, the Property is located within an area designated for redevelopment and is appropriate for development consistent with the City's and the CRA's redevelopment objectives; and

WHEREAS, the City desires to transfer the City-owned portions of the Property to the CRA for redevelopment purposes and to facilitate the disposition and development of the Property pursuant to an approved purchase and sale/disposition agreement; and

WHEREAS, the proposed development, commonly referred to as the "1851 Development," is intended to promote redevelopment, stimulate private investment, increase the productive use of underutilized property, and generate additional economic activity within the City; and

WHEREAS, the proposed transfer is intended to consolidate the development site under the ownership and control of the CRA prior to execution and closing of the final purchase and sale/disposition agreement, thereby establishing a unified ownership structure for the development site; and

WHEREAS, placing the entire development site under CRA ownership allows the CRA to administer the Property as a redevelopment asset and to negotiate and enter into the final purchase and sale/disposition agreement consistent with the terms approved by the appropriate governing bodies; and

WHEREAS, Resolution No. 122-26 authorized the transfer of the City-owned portions of the Property to the CRA for redevelopment purposes, authorized the CRA to proceed with the

disposition and development of the Property, and authorized a property revenue-sharing arrangement between the City and the CRA; and

WHEREAS, Resolution No. 122-26 further provides that the specific percentage, amount, term, methodology, and applicable conditions of the revenue-sharing arrangement are to be established by agreement between the City and the CRA; and

WHEREAS, the City and the CRA recognize that the successful development of the Property will generate property-related revenues and economic benefits and desire to establish a mutually beneficial revenue-sharing arrangement associated with the 1851 Development; and

WHEREAS, the City owns 1.25 acres and the CRA owns .93 acres. If the revenue is being allocated strictly according to ownership interest, the appropriate revenue-sharing split would call for the city to receive 57.34% of the proceeds and the CRA would receive 42.66% of the proceeds based on the total of 2.18 divided by the number of acres that each the CRA and City owns.

WHEREAS, the Parties desire to establish a fifty -seven and thirty-four hundredths percent. (57.34%) / Forty-two and sixty-six hundredths percent. (42.66%) sharing arrangement for Net Property Revenues generated from the Property, subject to the terms and conditions of this Agreement; and

WHEREAS, the Parties intend that the CRA's participation and use of revenues under this Agreement remain subject to Part III, Chapter 163, Florida Statutes, the applicable community redevelopment plan, and all other applicable laws.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Recitals - The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement.

2. Purpose - The purpose of this Agreement is to establish the terms under which the City will transfer its City-owned portions of the Property to the CRA, the CRA will administer and facilitate the disposition and redevelopment of the Property, and the Parties will share Net Property Revenues generated by the 1851 Development on a fifty -seven and thirty-four hundredths percent. (57.34%) / Forty-two and sixty-six hundredths percent (42.66%) basis.

3. Property - The Property consists of: (a) Parcel ID No. 56-43-42-33-24-001-0000, approximately 1.2453 acres; (b) Parcel ID No. 56-43-42-33-00-001-0111, approximately 0.0233 acres; and (c) Parcel ID No. 56-43-42-33-24-002-0000, approximately 0.9342 acres. The parcels are collectively referred to as the "Property" or "1851 Development Site."

4. Transfer of City-Owned Property - Subject to all required approvals and applicable law, the City shall convey the City-owned portions of the Property to the CRA for

redevelopment and disposition purposes. The CRA shall accept the Property and administer it as a redevelopment asset consistent with this Agreement and Resolution No. 122-26.

5. CRA Administration and Disposition - The CRA shall be responsible for administering the Property and may, subject to applicable law and required approvals, negotiate and enter into purchase and sale agreements, disposition agreements, development agreements, ground leases, easements, closing documents, and other instruments necessary to effectuate the approved disposition and redevelopment of the Property. Nothing in this Agreement independently approves any development or disposition transaction that requires separate governmental approval.

6. Revenue-Sharing Arrangement - The Parties agree that Net Property Revenues generated by the 1851 Development shall be divided equally, with fifty -seven and thirty-four hundredths percent percent (57.34%) allocated to the City and Forty-two and sixty-six hundredths percent fifty percent (42.66%) allocated to the CRA, subject to the terms, exclusions, deductions, and procedures set forth herein.

7. Definition of Net Property Revenues - "Net Property Revenues" means revenues actually received by the CRA or its designated agent that are directly attributable to the sale, disposition, lease, development, or other monetization of the Property, after deduction of Allowable Property Costs. Net Property Revenues may include sale or disposition proceeds, purchase price payments, ground rent, developer or participation payments, and other property-specific consideration received under an approved transaction document.

8. Allowable Property Costs - Before calculating the distribution, the CRA may deduct reasonable, documented costs directly attributable to the Property or its disposition or redevelopment, including title, survey, appraisal, environmental, legal, professional, brokerage, closing, property tax, assessment, insurance, maintenance, security, lien satisfaction, and other transaction-specific costs approved in the applicable transaction documents. The CRA shall maintain documentation supporting such deductions.

9. Excluded Revenues - Unless otherwise expressly approved in writing by both Parties, Net Property Revenues shall not include grants or restricted funding received for a specific public purpose, governmental appropriations, tax increment revenues generated independently from the Property, reimbursement of expenses previously advanced by the City or CRA, amounts legally restricted to a specific purpose, or other amounts that applicable law or binding agreements require to be applied for a specific purpose.

10. Distribution of Revenues - Following receipt and reconciliation of applicable revenues, the CRA shall calculate Net Property Revenues and shall remit fifty -seven and thirty-four hundredths percent percent (57.34%) allocated to the City and Forty-two and sixty-six hundredths percent fifty percent (42.66%) for lawful CRA purposes. Unless otherwise provided in an approved transaction document, the City's share shall be remitted within thirty (30) days after the CRA completes its reconciliation and calculation.

11. Sale or Disposition Proceeds - If the Property is sold or otherwise disposed of for consideration, the CRA shall calculate Net Property Revenues after deduction of Allowable Property Costs. The resulting Net Property Revenues shall be distributed fifty -seven and thirty-four hundredths percent (57.34%) allocated to the City and Forty-two and sixty-six hundredths percent fifty percent (42.66%) to the CRA. If consideration is received over multiple years, each payment shall be accounted for and distributed in accordance with this Agreement.

12. Future Development Documents - The Parties acknowledge that the final terms governing the 1851 Development may be established through one or more separate transaction documents. No future transaction document shall modify or eliminate the revenue-sharing arrangement established herein unless such modification is expressly approved in writing by both Parties in the manner required by applicable law.

13. Accounting; Records; Audit - The CRA shall maintain accurate records of revenues, expenses, calculations, and distributions associated with the Property. The City may, upon reasonable inquiry, request the same. Records shall be maintained and made available for audit in accordance with applicable law.

14. Statutory Authority and Public Purpose - The Parties acknowledge that the CRA's participation in this Agreement is undertaken pursuant to Part III, Chapter 163, Florida Statutes, including Sections 163.370 and 163.387, as applicable, and for lawful community redevelopment purposes. The CRA shall not be required to take any action or make any expenditure that is not authorized by applicable law or the applicable community redevelopment plan.

15. No Waiver of Governmental Authority - This Agreement does not constitute, and shall not be construed as, a development approval, site plan approval, building permit, certificate of occupancy, concurrency approval, utility capacity reservation, zoning approval, comprehensive plan amendment, development order, or other governmental approval. The City retains all governmental, police power, regulatory, permitting, inspection, enforcement, and approval authority provided by law.

16. Representations of the Parties - Each Party represents that: (a) it has authority to enter into this Agreement; (b) execution and delivery have been duly authorized by all necessary action; (c) the person signing on behalf of the Party is authorized to do so; and (d) this Agreement constitutes a valid and binding obligation of the Party, subject to applicable law.

17. Default and Cure - A Party shall be in default if it fails to perform a material obligation under this Agreement and the failure continues for more than thirty (30) days after written notice specifying the nature of the default; provided that if the default cannot reasonably be cured within thirty (30) days, the Party shall not be deemed in default if it commences cure within that period and diligently pursues cure to completion.

18. Remedies - Upon an uncured default, the non-defaulting Party may pursue any remedy available at law or in equity, subject to the limitations and immunities applicable to governmental entities under Florida law. No Party shall be liable for consequential, punitive, or speculative damages arising from this Agreement.

19. Sovereign Immunity - Nothing in this Agreement shall be deemed a waiver of sovereign immunity or the limits of liability applicable to the City or CRA under Section 768.28, Florida Statutes, or any other applicable law.

20. Notices - All notices required or permitted under this Agreement shall be in writing and delivered by hand delivery, nationally recognized overnight courier, certified mail return receipt requested, or email with confirmation of transmission, addressed as follows:

If to the City:
City of Riviera Beach
1481 W. 15th Street, 2nd Floor
Riviera Beach, FL 33404
Attention: City Manager

With a copy to:
City Attorney
City of Riviera Beach
1481 W. 15th Street, 2nd Floor
Riviera Beach, FL 33404

If to the CRA:
Riviera Beach Community Redevelopment Agency
3501 Broadway, Suite C
Riviera Beach, FL 33404
Attention: Executive Director

With a copy to:
Riviera Beach CRA Legal Counsel

A Party may change its notice address by written notice to the other Party:

21. Assignment - Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party, except that a transfer of the Property or assignment expressly contemplated by an approved transaction document shall not, by itself, constitute a prohibited assignment.

22. No Third-Party Beneficiaries - This Agreement is solely for the benefit of the Parties and their permitted successors and assigns. Nothing herein is intended to create, or shall be construed as creating, any rights in any person or entity other than the Parties.

23. Public Records - The Parties acknowledge that they are governmental entities subject to Florida's public records laws and shall comply with all applicable requirements concerning the maintenance, retention, production, and disclosure of public records.

24. Governing Law; Venue - This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action arising out of or relating to this Agreement shall lie exclusively in the state courts located in Palm Beach County, Florida, unless exclusive jurisdiction lies in federal court, in which case venue shall lie in the United States District Court for the Southern District of Florida.

25. Entire Agreement - This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes prior or contemporaneous agreements, understandings, representations, or negotiations concerning the specific revenue-sharing arrangement established herein, except for documents expressly incorporated or preserved by this Agreement.

26. Amendments - This Agreement may be amended only by a written instrument executed by both Parties and approved in the manner required by applicable law.

27. Severability - If any provision of this Agreement is held invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

28. Waiver - No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement is sought. No waiver shall be deemed a continuing waiver or a waiver of any other provision.

29. Counterparts; Electronic Signatures - This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Signatures transmitted electronically or by portable document format shall be deemed original signatures for all purposes.

30. Effective Date - This Agreement shall become effective on the date on which the last Party executes this Agreement.

31. Further Assurances - The Parties shall execute and deliver such additional documents and take such additional actions as may be reasonably necessary to carry out the purposes of this Agreement and to effectuate the transfer, disposition, redevelopment, and revenue-sharing arrangement contemplated herein.

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

EXHIBIT A

PROPERTY
Parcel ID No. 56-43-42-33-24-001-0000 – approximately 1.2453 acres

Parcel ID No. 56-43-42-33-00-001-0111 – approximately 0.0233 acres
Parcel ID No. 56-43-42-33-24-002-0000 – approximately 0.9342 acres

CITY OF RIVIERA BEACH, FLORIDA

ATTEST:

By: _____
Debrah S. Hall, City Clerk

Date: _____

By: _____
Douglas Lawson, Mayor
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:
_____
Dawn Wynn, City Attorney
Date: _____

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

ATTEST:
_____
Gedel Merzius, Executive Director
Date: _____

By: _____
Bruce Guyton, Chair
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Christopher Smith, Esq., CRA Attorney
Date: _____

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Councilmembers

From: Dr. Timothy Alvin, Acting Fire Chief

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 120-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing Riviera Beach Fire Rescue to utilize a National Purchasing Partners ("NPPGov") with Municipal Emergency Equipment (MES), Inc. for the purchase of twenty-five (25) Self-Contained Breathing Apparatus (SCBA) packs and twenty-five (25) air cylinders; authorizing the City Manager to execute all necessary documents; authorizing the Chief Financial Officer to make payment from the account 30321101-564000, Fire Impact Fees-Capital; in an amount not to exceed $300,000.00; and providing for an effective date.**

Date: October 07, 2026

CC: General Public

Background:

Riviera Beach Fire Rescue (RBFR) utilizes 3M Scott self-contained breathing apparatus (SCBA) as its standardized respiratory-protection platform for firefighters operating in immediately dangerous to life or health (IDLH) environments. SCBA equipment is critical personal protective equipment used during structural firefighting, hazardous-material incidents, confined-space emergencies, and other operations involving smoke, toxic gases, or oxygen-deficient atmospheres.

To maintain operational readiness and meet the Department's equipment needs, RBFR requests authorization to purchase twenty-five (25) 3M Scott SCBA packs and twenty-five (25) 45-minute compressed-air cylinders through Municipal Emergency Services (MES). MES is the vendor/distributor providing the Scott equipment specified by the Department.

The continued procurement of Scott SCBA equipment is necessary to maintain standardization and compatibility with RBFR's existing respiratory-protection program. Introducing a different manufacturer's SCBA platform could require additional equipment, training, testing, maintenance procedures, replacement parts, and operational changes. Maintaining a standardized platform reduces these potential costs and minimizes operational disruptions while ensuring firefighters remain familiar with the equipment used during emergency operations.

Standardization also provides significant safety and logistical benefits. Firefighters routinely operate in teams under hazardous and rapidly changing conditions where equipment familiarity and interoperability are critical. Maintaining compatible SCBA packs, cylinders, facepieces, regulators, and associated components supports consistent training, inspection, maintenance, deployment, and emergency operations throughout the Department.

The proposed 45-minute compressed-air cylinders will provide firefighters with an appropriate breathing-air supply for extended emergency operations. Actual operating duration will vary based upon firefighter workload, breathing rate, environmental conditions, and other operational factors.

Procurement through MES will allow the Department to continue utilizing its established Scott SCBA platform while supporting continuity of equipment, maintenance, warranty coverage, and lifecycle management. The proposed equipment includes applicable manufacturer warranty protection, which further supports the City's investment by reducing exposure to certain future repair and replacement costs.

Based upon the Department's existing investment in the Scott SCBA platform, the operational need for equipment compatibility and standardization, and the potential additional costs associated with transitioning to an alternative manufacturer's system, RBFR has determined that continued procurement of Scott SCBA equipment is in the City's operational and financial best interest.

The acquisition of these SCBA packs and 45-minute air cylinders will enhance firefighter safety, maintain equipment standardization and interoperability, support operational readiness, and ensure RBFR continues to have the respiratory-protection equipment necessary to safely and effectively provide emergency services to the City of Riviera Beach.

City Goals:

The Citywide Goal is to Accelerate Operational Excellence.

Fiscal/Budget Impact:

There will be a 225,000.00 Fiscal Impact

Recommendation:

Staff recommends a Motion to approve Resolution Number 120-26.

Attachments:

1. Resolution_Number__120-26.docx
2. SCBA Quote.pdf
3. Synopsis-RFP.pdf
4. 3M_Scott_Warranty.pdf
5. MES-Life-Safety-Master-Price-Agreement.pdf
6. Intergovernmental-Agreement.pdf

Resolution Number 120-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing Riviera Beach Fire Rescue to utilize a National Purchasing Partners ("NPPGov") with Municipal Emergency Equipment (MES), Inc. for the purchase of twenty-five (25) Self-Contained Breathing Apparatus (SCBA) packs and twenty-five (25) air cylinders; authorizing the City Manager to execute all necessary documents; authorizing the Chief Financial Officer to make payment from the account 30321101-564000, Fire Impact Fees-Capital; in an amount not to exceed $300,000.00; and providing for an effective date.

Whereas, Riviera Beach Fire Rescue is responsible for providing fire suppression, rescue, emergency medical services, hazardous-materials response, and other emergency services necessary to protect the health, safety, and welfare of the residents, businesses, visitors, and emergency-response personnel of the City of Riviera Beach; and

Whereas, Self-Contained Breathing Apparatus (SCBA) is critical life-safety equipment that provides firefighters with a reliable supply of breathable air while operating in Immediately Dangerous to Life or Health (IDLH) atmospheres, including structure fires, hazardous-materials incidents, confined spaces, and other environments containing smoke, toxic gases, or oxygen-deficient atmospheres; and

Whereas, Riviera Beach Fire Rescue has determined that the acquisition of twenty-five (25) SCBA packs and twenty-five (25) air cylinders is necessary to maintain an adequate inventory of respiratory-protection equipment and to support the Department's continued operational readiness and firefighter safety; and

Whereas, maintaining standardized SCBA equipment throughout Riviera Beach Fire Rescue is essential to emergency operations because it promotes interoperability among personnel and apparatus, consistency in firefighter training, equipment familiarity during emergency conditions, standardized inspection and maintenance procedures, and compatibility with the Department's existing SCBA components, air cylinders, masks, accessories, and related equipment; and

Whereas, the acquisition of a different SCBA platform could require additional equipment, components, training, maintenance procedures, testing, and other associated expenditures and could adversely affect the standardization and interoperability of the Department's respiratory-protection program; and

Whereas, Riviera Beach Fire Rescue has determined that Scott SCBA equipment is compatible with the Department's existing equipment and operational requirements and that maintaining the existing equipment platform is in the best interest of firefighter safety, operational continuity, efficiency, and responsible stewardship of City resources; and

Whereas, based upon the Department's existing equipment configuration, compatibility requirements, training considerations, maintenance requirements, and operational needs, Riviera Beach Fire Rescue has determined that a single-source procurement of the required Scott SCBA equipment is justified and in the best interest of the City, subject to compliance with applicable City procurement requirements; and

Whereas, Riviera Beach Fire Rescue desires to purchase twenty-five (25) SCBA packs and twenty-five (25) air cylinders through the "NPPGov" with MES. in an amount not to exceed Three Hundred Thousand Dollars ($300,000.00)**;** and

Whereas, sufficient funding for this purchase shall be available in the appropriate City account, subject to confirmation by the Chief Financial Officer and compliance with all applicable budgetary and procurement requirements; and

Whereas, the City Council finds that the purchase of this critical life-safety equipment serves a valid municipal and public purpose by protecting firefighters, enhancing emergency-response capabilities, maintaining operational readiness, and supporting the City's continued delivery of effective fire and rescue services; and

Whereas, the SCBA packs to be acquired under this purchase will include a maintenance agreement providing a lifetime warranty, which will provide long-term manufacturer support for the equipment, assist in maintaining the SCBA packs in serviceable condition, reduce future repair and maintenance costs to the City, and support the Department's ability to maintain reliable life-safety equipment throughout the service life of the SCBA packs; and

Whereas, the inclusion of the lifetime warranty and maintenance agreement provides additional value to the City by protecting its investment, supporting the long-term operational readiness of Riviera Beach Fire Rescue, and reducing the potential financial impact associated with covered repairs and maintenance of the SCBA equipment.

Now, therefore, be it resolved by the City Council of the City of Riviera Beach, Palm Beach County, Florida, as follows:

Section 1. The foregoing recitals are hereby ratified and confirmed as being true and correct and are incorporated herein by reference.

Section 2. The City Council hereby authorizes Riviera Beach Fire Rescue to utilize a single-source agreement with Municipal Emergency Services (MES). for the purchase of twenty-five (25) Self-Contained Breathing Apparatus (SCBA) packs and twenty-five (25) air cylinders in an amount not to exceed Three Hundred Thousand Dollars ($300,000.00)**,** subject to compliance with applicable City procurement requirements.

Section 3. The City Manager is hereby authorized to execute the agreement and any other documents necessary or appropriate to effectuate the purchase contemplated by this Resolution, subject to review and approval as to legal sufficiency by the City Attorney.

Section 4. The Chief Financial Officer is hereby authorized to make payment from the account 30321101-564000, Fire Impact Fees-Capital; in an amount not to exceed Three Hundred Thousand Dollars ($300,000.00) and to take such budgetary actions as may be necessary and authorized to effectuate the purpose of this Resolution.

Section 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon its passage and approval by the City Council.

Passed and Adopted this ____ day of _____, 2026.

Approved:

_____
Douglas Lawson, Mayor

Attest:

_____
Debrah Hall
City Clerk
Certified Municipal Clerk

Motioned By: _____

Seconded By: _____

B. Guyton: _____

K. Miller-Anderson: _____

S. Lanier: _____

G. Spiritis: _____

F. Davis-Panier: _____

REVIEWED AS TO LEGAL SUFFICIENCY

_____
DAWN S. WYNN, CITY ATTORNEY

DATE: _____

(877) 637-3473

Quote

Quote #	QT2074253
Date	08/26/2026
Expires	11/01/2026
Sales Rep	Kossak, Vincent
Shipping Method	FedEx Ground
Customer	RIVIERA BEACH FIRE RESCUE (FL)
Customer #	C47285

Bill To
RIVIERA BEACH FIRE RESCUE
600 WEST BLUE HERON BLVD
Riviera Beach FL 33404
United States

Ship To
RIVIERA BEACH FIRE RESCUE (FL)
1920 West Blue Heron Blvd
Riviera Beach FL 33404
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X5914025305A04			3M™ Scott™ Air-Pak™ X3 Pro SCBA with Snap-Change X5914025305A04, 4.5, E-Z Flo+, QD Hose, UEBSS, SEMS II, 2 ea List $13,739.17	24	$7,600.00	$182,400.00
200129-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 45 Minutes (at 40 lpm) List $2457.21	25	$1,400.00	$35,000.00
X5914025305A03			3M™ Scott™ Air-Pak™ X3 Pro SCBA with Snap-Change X5914025305A03, 4.5, E-Z Flo+, QD Hose, UEBSS, SEMS II Pro List $13,739.17	1	$7,600.00	$7,600.00
SCBA CYLINDER HYDRO TEST 4500 & 5500 PSI			SCBA CYLINDER HYDRO TEST 4500 & 5500 PSI Complementary Hydro Testing at 5th Year	1	$0.00	$0.00

FREIGHT INCLUDED
Pricing per NPPGov

Contact: C47285 RIVIERA BEACH FIRE RESCUE (FL) : Chaz Sunser (561) 723-0519

Subtotal	$225,000.00
Shipping Cost	$0.00
Tax Total	$0.00
Total	$225,000.00

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.

QT2074253

LEAGUE OF OREGON CITIES
FIRE FIGHTING EQUIPMENT, SCBA, AND PROTECTIVE GEAR
Solicitation No. 2555

Intent

The League of Oregon Cities (LOC) served as Lead Agency to solicit proposals for Fire Fighting Equipment, SCBA, and Protective Gear. LOC works in cooperation with National Purchasing Partners ("NPP") and its Government Division, dba NPPGov, dba Public Safety GPO, and dba Law Enforcement GPO (collectively hereinafter "NPPGov"), to service the LOC and NPPGov membership. The published Request for Proposal (RFP) contained provisions that permitted all members of LOC and NPPGov throughout the nation to "piggy-back" off the resulting Master Price Agreement.

Determination for issuing RFP vs. Sealed Bid

LOC has determined that it is advantageous for LOC to procure Fire Fighting Equipment, SCBA, and Protective Gear using a secure competitive RFP process evaluated based on "best value" rather than sealed bidding. Sealed bidding limits evaluation of offers solely to compliance with the requirements, provides no opportunity to compare the product and service offerings among the vendors, and uses price as the predominant deciding factor. Such limitations prevent LOC from awarding the most advantageous contract(s) to LOC and its members.

Procedure

LOC issued an RFP (2555) on September 15, 2025.

The RFP was posted to the following websites: orcities.org and nppgov.com on September 15, 2025.

The RFP was published in the Daily Journal of Commerce on September 15, 2025.

The RFP was published in USA Today on September 15, 2025.

The RFP Close Date was extended on November 14, 2025.

The RFP closed on December 5, 2025.

The RFP was awarded on January 29, 2026.

The RFP was posted to the following websites: orcities.org and nppgov.com.

The text of the published notice of solicitation is as follows:

League of Oregon Cities (LOC)
NOTICE OF SOLICITATION

LOC intends to enter into a master price agreement to procure the following products and services for LOC members and make them available to all members of the national cooperative purchasing program, National Purchasing Partners, LLC ("NPPGov").

CONNECTIVITY SOLUTIONS FOR PUBLIC SAFETY AND GOVERNMENT #2550

FIRE FIGHTING EQUIPMENT, SCBA, AND PROTECTIVE GEAR #2555

FIRE APPARATUS, AMBULANCE, AND OTHER FIRST RESPONDER VEHICLES, ACCESSORIES, AND SERVICE #2560

Responses Due November 14, 2025

For information or a copy of the Request for Proposal, contact LOC at rfp@orcities.org or download it from orcities.org.

MCA russell johns
National Women Business Owners Corporation NWBOC WOSB Certified

September 15, 2025

Affidavit of Publication

To Whom It May Concern:
I am a duly authorized representative of MCA Russell Johns Associates LLC, the company handling the advertising matters for USA Today a daily newspaper distributed within the United States.

A public notice ad was placed by League of Oregon Cities (RFP #2550 #2555#2540 #2560) and was published in said newspaper within the marketplace section of the National USA Today Marketplace on September 15, 2025.

Anthony Pacini

On this 15th day of September, I attest that the attached document is a true, exact, complete, and unaltered tearsheet.

Elisabeth Kidwell
Notary

ELISABETH KIDWELL
Notary Public - State of Florida
Commission # HH 517131
My Comm. Expires Apr 17, 2028
Bonded through National Notary Assn.

LEAGUE OF OREGON CITIES
MUTLIPLE SOLICITATIONS
Responses Due
November 14, 2025
NOTICE OF SOLICITATION

LOC intends to enter into a mas er price agreement to procure the ollowing products and services fo .OC members and make them avail ıble to all members of the nationa :ooperative purchasing program Vational Purchasing Partners, LLC "NPPGov").

CONNECTIVITY SOLUTIONS :OR PUBLIC SAFETY AND GOV :RNMENT #2550

FIRE FIGHTING EQUIPMENT SCBA, AND PROTECTIVE GEAF /2555

FIRE APPARATUS, AMBU .ANCE, AND OTHER FIRST RE SPONDER VEHICLES, ACCESSO RIES, AND SERVICE #2560

Responses Due November 14 2025

For information or a copy of the Re quest for Proposal, contact LOC a fp@orcities.org or download it fron ırcities.org.

Published Sep. 15, 2025. 409124!

Daily Journal of Commerce
1618 SW First Ave., Suite 400
Portland, OR, 97201
Phone: 503-226-1311 Fax: 503-222-5358

DJC OREGON

Affidavit of Publication

To: National Purchasing Partners - Marshall Stiles
17930 International Blvd, Ste 900
Seattle, WA, 98188

Re: Legal Notice 4091249, CONNECTIVITY SOLUTIONS FOR PUBLIC SAFETY AND GOVERNMENT #2550

State of OR }
} SS:
County of Multnomah }

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:
CONNECTIVITY SOLUTIONS FOR PUBLIC SAFETY AND GOVERNMENT #2550
LEAGUE OF OREGON CITIES
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:
09/15/2025.

SEE EXHIBIT A

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 17th day of September 2025

By: Michelle A Ropp
Michelle A. Ropp

By: N. Bjork

OFFICIAL STAMP
NICHOLAS BJORK
NOTARY PUBLIC - OREGON
COMMISSION NO. 1044188
MY COMMISSION EXPIRES JANUARY 10, 2028

Nicholas Bjork
Notary Public, State of OR
No. 1044188
My commission expires on January 10, 2028

LOC received a proposal from the following vendor(s):

Allstar Fire Equipment
Arctic Compressor
Avon Protection Systems
Bauer Compressors Inc.
Bauer Compressors - San Francisco
Baysingers Uniforms and Equipment
Casco Industries
Chief 360
Circul-Air
Emergency Equipment Professionals
FireTech
First Due
GearGrid
HAIX
Thin Red Line Decon (withdrawn)
Holmatro
Innotex
L.N. Curtis & sons
Lanco North America
Life-Assist Inc. (withdrawn)
LION First Responders PPE
MES Life Safety
Municipal Equipment Company (Meco Fire)
North America Fire Equipment Co. (NAFECO)
Seek Thermal
Sentinel
Sunbelt Fire
Ten-8 Fire & Safety
Toxic Suppression
Veridian Fire Protective Gear
W.S. Darley & Co.

LOC evaluated proposals against the criteria in the RFP. LOC awarded the following proposer(s):

Allstar Fire Equipment
Arctic Compressor
Avon Protection Systems
Bauer Compressors Inc.
Bauer Compressors - San Francisco
Baysingers Uniforms and Equipment
Chief 360
Circul-Air
Emergency Equipment Professionals
First Due
GearGrid
HAIX
Holmatro
Innotex
L.N. Curtis & sons
Lanco North America
LION First Responders PPE
MES Life Safety
Municipal Equipment Company (Meco Fire)
North America Fire Equipment Co. (NAFECO)
Seek Thermal
Sunbelt Fire
Ten-8 Fire & Safety
Toxic Suppression
Veridian Fire Protective Gear
W.S. Darley & Co.

Evaluation

The evaluation was based on the following criteria as described in the RFP (weighted):

Component Evaluated	Weight
Pricing: Product price and discounts proposed included favorable pricing for cooperative purchasing. Shipping conditions. *PPW Section 7.0 and Attachment D.*	25
Product Line (Score only categories proposed): Breadth, variety, quality of product line and innovation of products. Warranty availability. *PPW Section 9.0 and Attachment C.*	15
Marketing: Marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region. Willingness to allow training of salesforce. *PPW Section 4.0.*	15
Customer Service: Support dedicated to Participating Agencies. Ability to meet promised delivery timelines. Additional services offered. Conduct e-commerce. *PPW Sub-Sections 2.3 & 2.4 and Section 6.0.*	15
Proven Experience: Success in providing products and services in a timely manner. Years in business, references, and reputation. Experience with cooperative purchasing. *PPW Sub-Section 1.2.*	15
Coverage: Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. Clearly states distribution model and provides dealer list if applicable. *PPW Section 3.0 and Exhibit 1.*	10
Conformance: Completeness of proposal and the degree to which the Proposer responded to the terms and all requirements and specifications of the RFP. Followed the response format and content, was clear and easily understood. Provided Term's and Condition's, if applicable. *PPW Section 8.0 and 4.5 of RFP.*	5
TOTAL	100

Number of Proposers	Proposer	Pricing Score	Product Line Score	Marketing Score	Customer Service Score	Proven Experience Score	Coverage Score	Conformance Score	Total Score	Rank
1	Allstar Fire Equipment	108	50	40	40	45	30	17	330	26
2	Arctic Compressor	75	50	55	50	55	33	18	337	23
3	Avon Protection Systems	100	60	60	60	65	40	20	405	1
4	Bauer Compressors - San Francisco	108	55	50	50	60	33	18	375	8
5	Bauer Compressors Inc.	100	55	45	50	55	33	17	355	18
6	Baysingers Uniforms and Equipment	108	55	50	60	55	30	17	375	8
7	Casco Industries	92	55	40	45	40	33	15	320	27
8	Chief 360	100	50	55	50	50	33	18	357	16
9	Circul-Air	92	60	55	50	60	37	17	370	11
10	Emergency Equipment Professionals	100	55	50	45	40	30	15	335	25
11	FireTech	0	0	0	0	0	0	0	0	29
12	First Due	92	55	45	50	50	33	17	342	21
13	GearGrid	83	60	50	50	60	37	17	357	16
14	HAIX	108	55	45	55	55	33	17	368	13
15	Holmatro	92	65	50	50	55	37	18	367	14
16	Innotex	108	60	55	55	60	37	18	393	5
17	L.N. Curtis & sons	117	65	55	60	60	30	18	405	1
18	Lanco North America	83	55	45	45	55	37	18	338	22
19	LION First Responders PPE	108	60	60	55	55	40	18	397	4
20	MES Service Company	100	60	45	50	50	30	17	352	20
21	Municipal Equipment Company	108	60	45	50	60	33	17	373	10
22	North America Fire Equipment Co.	108	60	55	55	60	33	18	390	6
23	Seek Thermal	92	45	65	50	60	33	17	362	15
24	Sentinel	100	45	45	45	45	23	15	318	28
25	Sunbelt Fire	100	55	45	45	60	33	17	355	18
26	Ten-8 Fire & Safety	108	55	60	55	60	23	18	380	7
27	Toxic Suppression	92	55	50	45	45	33	17	337	23
28	Veridian Fire Protective Gear	100	60	45	55	60	33	17	370	11
29	W.S. Darley & Co.	108	65	60	55	60	37	20	405	1

Pricing Structure

Allstar Fire Equipment: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Arctic Compressor: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Avon Protection Systems: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

Bauer Compressors - San Francisco: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Bauer Compressors Inc.: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Baysingers Uniforms and Equipment: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Chief 360: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Circul-Air: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Emergency Equipment Professionals: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

First Due: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

GearGrid: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

HAIX: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Holmatro: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement

Innotex: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

L.N. Curtis: Proposer provided a discount off list price See Price List Attachment in the resulting Master Price Agreement.

Lanco: Proposer provided a fixed pricing structure. See Price List Attachment in the resulting Master Price Agreement.

LION: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

MES Service Company: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

MECO: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

NAFECO: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Seek Thermal: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Sunbelt Fire: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Ten-8: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Toxic Suppression: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Veridian: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.
.
W.S. Darley: Proposer provided a discount off list price. See Price List Attachment in the resulting Master Price Agreement.

Additional Information

National Purchasing Partners
International Place, North Tower
17930 International Boulevard
Suite 900
SeaTac, WA 98188

Marshall Stiles, Contracts Manager
marshall.stiles@mynpp.com
nppgov.com

3M | SCOTT™ Fire & Safety

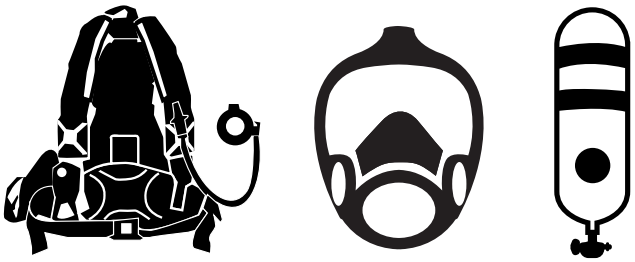
When you purchase a 3M™ Scott™ Air-Pak™ SCBA, compliant to the NFPA 1970, 2025 Edition standard, you will receive a bumper-to-bumper warranty for as long as you own the product at no additional cost.

Air-Pak™ SCBA

As Long As You Own It

WARRANTY

- ✓ Backframe & Harness
- ✓ Pneumatics
- ✓ Electronics
- ✓ Facepiece
- ✓ Cylinder



No Additional Cost

With the **As Long As You Own It Warranty**, customers will have peace of mind knowing that their most important investment is backed for the lifetime ownership of the product. No more crunching numbers to help manage maintenance costs towards the end of the product's life cycle.

This latest warranty from 3M Scott Fire & Safety reinforces our commitment to you - **the customer** - and further reduces your lifetime cost of ownership for the Air-Pak SCBA.

Proven performance – reliable and durable

Budget-friendly

No mandatory parts replacement

No overhaul requirements

Backed by an extensive service center network

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LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and MES Service Company, LLC ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain Fire Fighting Equipment, SCBA, and Protective Gear, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, through a solicitation for Fire Fighting Equipment, SCBA, and Protective Gear, the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 2555 for Fire Fighting Equipment, SCBA, and Protective Gear; and

WHEREAS, the LEAGUE OF OREGON CITIES asserts that the solicitation and Request for Proposal meet Oregon public contracting requirements (ORS 279, 279A, 279B and 279C et. seq.); and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba Public Safety GPO, dba First Responder GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-G attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 2555 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

1.2 "Applicable Law(s)" shall mean all applicable federal, state, tribal, and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 "Employee Taxes" shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor's employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state, tribal or local law.

1.4 "Purchaser's Destination" shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

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1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, hereinafter referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the LEAGUE OF OREGON CITIES, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.6 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this Agreement.

1.11 “Party” and “Parties” shall mean the Purchaser and Vendor individually and collectively as applicable.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may add additional products and services to the contract provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. LOC may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The Vendor retains authority to negotiate above and beyond the terms of this Agreement to meet the Purchaser or Vendor contract requirements.

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2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

(i) This Agreement;
(ii) The RFP;
(iii) Vendor's Proposal;

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local, tribal, and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of the Vendor Administration Fee Agreement, Contract Number VA26240, with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of Products and Services offered under this Agreement that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon.

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for four (4) calendar years from the Effective Date of this Agreement ("Initial Term"). Upon termination of the original four (4) year term, this Agreement shall automatically extend for a one (1) year period; ("Renewal Term"); provided, however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the Initial Term.

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3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other Party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A shall be extended to all NPPGov, Public Safety GPO, First Responder GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment E) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and G, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the Parties as to the payment of shipping/delivery costs, and subject to Attachments A, E, and G herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts

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generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours' notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this Agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty days (30 days) prior written notice to the Lead Contracting Agency.

5.5 Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Purchaser and other additional insureds for losses paid under the insurance policies required by this Agreement. The waiver must apply to all deductibles and/or self-insured retentions applicable to the necessary insurance that the Vendor maintains.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as

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limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of Products and Services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

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10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

10.3 When a Participating Agency procures Products and Services under this Agreement using United States federal funds, including but not limited to federal grants or FEMA funding, the procurement shall be subject to the terms and conditions set forth in Attachment D – Requirements for Procurements Utilizing Federal Funds and Grants, which is incorporated herein by reference. The Vendor shall comply with all applicable federal laws, regulations, and requirements outlined in Attachment D, including but not limited to those specified in 2 C.F.R. § 200, as amended, and any additional stipulations based on the source of funding. All references to "federal" in this section and Attachment D pertain exclusively to the United States federal government.

10.4 When a Participating Agency accesses Vendor's Products and Services with United States federal funds, Vendor shall comply with the provisions set forth in Attachment D – Provisions for Non-United States Federal Entity Procurements Under United States Federal Awards or Other Awards, which is incorporated herein by reference.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

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Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under Applicable Law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:

LEAGUE OF OREGON CITIES
1201 Court St. NE
Suite 200
Salem OR 97301
ATTN: Kevin Toon
Email: rfp@ORCities.org

If to Vendor:

MES Service Company, LLC
12 Turnberry Ln
2nd Floor
Sandy Hook, CT 06420
ATTN: Paul Pathikal
Email: paul.pathikal@meslifesafety.com

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for Products and Services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation,

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deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SURVIVABILITY/PARTICIPATING AGENCY DISCRETIONARY EXTENSION

Provided the laws of the jurisdiction of the Participating Agency permit survivability of the contract term through a mutually agreed upon extension of the agreement between the Participating Agency and the Vendor beyond the term of the publicly awarded Agreement, to be determined and confirmed by the Participating Agency at its sole discretion, all applicable agreements and warranties that were entered into between Vendor and the Participating Agency under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement if mutually agreed upon between the Vendor and the Participating Agency. All purchase orders issued and accepted by Vendor shall survive expiration or termination of the Agreement for the term of the purchase order or subscription, unless the Participating Agency terminates the purchase order sooner. However, regardless of the term of the purchase order or subscription, no purchase order shall survive the expiration or termination of the Agreement unless the Participating Agency makes an express finding and justification for the longer term as mutually agreed upon by the Participating Agency and Vendor. The finding and justification must either be included in the purchase order or referenced in the purchase order and maintained in the Participating Agency's procurement record. Contract maintenance and adjustments contemplated after the maturity date of the Lead Public Agency cooperative procurement contract, and prior to the expiration date of the Purchase Order or subscription, shall be individually negotiated directly between the awarded Vendor and the Participating Agency identified in that Purchase Order or subscription. Rights and obligations under this Agreement which by their nature should survive, including, but not limited to, the administrative fee provided in the Vendor Administrative Agreement and any and all payment obligations invoiced prior to the termination or expiration hereof, obligations of confidentiality, and indemnification will remain in effect after termination or expiration hereof.

ARTICLE 20 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under Applicable Law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 21 - INCORPORATION; ENTIRE AGREEMENT

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21.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. If such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

21.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire Agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 22 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 23 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 24 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

[Signature page to follow]

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ARTICLE 25 - COUNTERPARTS

This Agreement may be executed in counterparts all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Signed by: Patricia M. Mulvihill 0BD4F25C35F54D0...

Printed Name: Patricia M. Mulvihill

Title: Executive Director
League of Oregon Cities

Dated: March 18, 2026 | 3:48 AM PDT

VENDOR:

Signature: Signed by: Sandy Mays 09E44BFA9230427...

Printed Name: Sandy Mays

Title: VP, Sales Programs
MES Service Company, LLC

Dated: March 16, 2026 | 1:41 PM PDT

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ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Product Category	Percentage (%) off List Price
FIREFIGHTING EQUIPMENT	4-25%
FIREFIGHTING ATTACK TOOLS	9-19%
EXTRACTION TOOLS AND SUPPLIES	5-10%
SEARCH AND RESCUE EQUIPMENT	1-15%
FIREFIGHTING AND FIREFIGHTER TRAINING	7-8%
HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT	1-12%
FIRE EXTINGUISHERS	19%
FIREFIGHTING FOAM	3-14%
FIREFIGHTING (MUNICIPAL) HOSES	10-24%
FIRE PUMPS	9%
FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DPEARTMENT RELATED ITEMS	5-35%
OPEN-CIRCUIT SELF-CONTAINED (SCBA) AND/OR CLOSED-CIRCUIT SCBA SYSTEMS	16%
FACEPIECES	9%
REGULATOR SYSTEM, INTERMEDIATE PRESSURE HOSE, RAPID INTERVENTION CREW/COMPANY UNIVERSAL AIR CONNECTION (RIC UAC)	9%
CYLINDERS	5-16%
MAINTENANCE, SERVICE AND TESTING	Net Pricing
RELATED SCBA EQUIPMENT	9%
INTEGRATED FIRE AND EMS MANAGEMENT SOLUTIONS	19%
OTHER	Net pricing - 9%

Shipping or freight costs, especially for large or heavy items will require a quote for transportation costs. Vendor will provide an equitable shipping cost for the member to review. Hawaii and Alaska orders will be quoted for shipping. This would also apply to all US territories.

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

Participating Agencies may purchase from Vendor’s authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor’s authorized dealers and distributors, as applicable, may be updated from time to time. [A current list may be obtained from Vendor.]

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ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

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ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the State in which the Participating Agency exists. Each Participating Agency is directed to execute an Intergovernmental Cooperative Purchasing Agreement ("IGA"), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency's legal requirements as if it were the "Purchaser" hereunder.

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ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

REQUIREMENTS FOR PROCUREMENTS UTILIZING FEDERAL FUNDS AND GRANTS

Summary of Key Provisions for Participating Agencies Utilizing U.S. Federal Funds

Participating Agencies acquiring goods or services through this contract using United States federal grants or FEMA funding are subject to specific requirements, including those outlined in 2 C.F.R. § 200. Additional stipulations may apply based on the source of funding. For reference, “federal” pertains exclusively to the United States federal government.

The following provisions are applicable solely when a Participating Agency procures Vendor equipment, products, or services with United States federal funds:

A. Equal Employment Opportunity

Contracts classified as “federally assisted construction contracts” under 41 C.F.R. § 60-1.3 must incorporate the Equal Opportunity clause pursuant to 41 C.F.R. § 60-1.4(b), ensuring compliance with Executive Order 11246 (as amended) and relevant Department of Labor regulations. This provision is included by reference.

B. Davis-Bacon Act, as Amended (40 U.S.C. § 3141-3148)

Prime construction contracts exceeding $2,000 require adherence to the Davis-Bacon Act and related Department of Labor regulations (29 C.F.R. § 5). Contractors must pay at least the prevailing wage determined by the Secretary of Labor, with weekly payments mandated. Each solicitation must feature the current wage determination, and any violations must be reported to the awarding agency. Compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145; 29 C.F.R. § 3) is also required.

C. Contract Work Hours and Safety Standards Act (40 U.S.C. § 3701-3708)

Contracts exceeding $100,000 involving mechanics or laborers must comply with 40 U.S.C. §§ 3702 and 3704, and 29 C.F.R. § 5. Wages must reflect a standard 40-hour work week, with overtime compensated at no less than one and a half times the basic rate. Workers must not be subjected to hazardous or unsafe conditions. These rules exclude supply purchases and transportation contracts. The Vendor confirms compliance throughout the contract duration.

D. Rights to Inventions Made Under a Contract or Agreement

If the federal award qualifies as a “funding agreement” per 37 C.F.R. § 401.2(a), recipients contracting with small businesses or nonprofit organizations for research must observe 37 C.F.R. § 401 and associated regulations.

E. Clean Air Act and Federal Water Pollution Control Act

For contracts and subgrants exceeding $150,000, full compliance with the Clean Air Act (42 U.S.C. § 7401–7671Q) and Federal Water Pollution Control Act (33 U.S.C. § 1251–1387) is mandatory. Any violations should be reported to both the awarding agency and the EPA. Vendors certify their compliance.

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F. Debarment and Suspension (Executive Orders 12549 and 12689)

No contract shall be awarded to entities listed in the System for Award Management (SAM) exclusions under 2 C.F.R. § 180 and Executive Orders 12549 and 12689. Vendors confirm they are neither debarred nor excluded by any federal agency.

G. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)

Vendors must submit requisite certifications and refrain from utilizing federal funds to influence government officials in relation to contracts, grants, or awards. All lobbying with non-federal funds must be disclosed and communicated across all tiers. Vendors agree to adhere strictly to the Byrd Anti-Lobbying Amendment.

H. Record Retention Requirements

Vendors shall retain records in accordance with 2 C.F.R. § 200.333 for three years beyond final report submission and until all matters have been resolved.

I. Energy Policy and Conservation Act Compliance

Where relevant, Vendors must comply with mandatory energy efficiency standards detailed in the state energy conservation plan under the Energy Policy and Conservation Act.

J. Buy American Provisions Compliance

When applicable, Vendors must comply with the Buy American Act and ensure purchases adhere to procurement rules that require free and open competition.

K. Access to Records (2 C.F.R. § 200.336)

Vendors grant authorized representatives of federal agencies access to pertinent books, documents, papers, and records for audits, examinations, excerpts, and transcriptions, as well as personnel interviews relating to such records.

L. Procurement of Recovered Materials (2 C.F.R. § 200.322)

Non-federal entities that are state agencies or political subdivisions and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. This includes procuring items designated in EPA guidelines (40 C.F.R. § 247) containing the highest practical percentage of recovered materials, maximizing energy and resource recovery for solid waste management, and establishing affirmative procurement programs for recovered materials as specified by EPA.

Entities utilizing United States federal grant or FEMA funds for procurement may be subject to further requirements, including those under 2 C.F.R. § 200, with all references to “federal” denoting the United States federal government.

Entities using U.S. federal grant or FEMA funds for procurement may be subject to additional requirements under 2 C.F.R. § 200. All references to “federal” are specific to the United States federal government.

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ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal
(The Vendor's Proposal is not attached hereto.)
(The Vendor's Proposal is incorporated by reference herein.)

Docusign Envelope ID: FF0F6719-1B8B-4B79-AAE4-1CB56CAD8DA6

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal
(The Purchaser's Request for Proposal is not attached hereto.)
(The Purchaser's Request for Proposal is incorporated by reference herein.)

Docusign Envelope ID: FF0F6719-1B8B-4B79-AAE4-1CB56CAD8DA6

ATTACHMENT G

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

Purchases are 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.

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Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the "Lead Contracting Agency" and participating government entities ("Participating Agencies"), that are members of National Purchasing Partners ("NPPGov"), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as "parties" to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov's marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

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NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.

b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.

c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.

d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.

e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

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ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

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LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:
Patricia M. Mulvihill
A49AFD929F7246E...

Date: June 13, 2023

BY: Patricia M. Mulvihill
ITS: Executive Director

League of Oregon Cities Contact Information:

Contact Person: Kevin Toon
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: rfp@orcities.org

DocuSign Envelope ID: 66018645-E08C-4089-B619-3B1E50C2E804

PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of _____ ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

_____ Date:_____
BY: _____
ITS: _____

Participating Agency Contact Information:

Contact Person: _____
Address: _____
_____
_____
Telephone No.:_____
Email:_____

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Councilmembers

From: Dr. Timothy Alvin, Acting Fire Chief

Through: William E. Wilkins, City Manager

Subject: **Resolution Number 125-26: A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the City of Riviera Beach Fire Rescue to utilize an approved piggyback contract with South Florida Emergency Vehicles LLC; (SFEV) under Sourcewell Cooperative Purchasing Agreement number 113021 for the purchases of three (3) new fire apparatus, consisting of two (2) fire engines and one (1) heavy-duty 100-foot aerial platform, from South Florida Emergency Vehicle; authorizing the City Manager to execute all necessary documents and issue purchase orders for said purchases; authorizing the Chief Financial Officer to make payment from the Fire Apparatus Project account numbers 28002, 29000 and 29001 in a total amount not to exceed $4,500,000.00; and providing for an effective date.**

Date: October 07, 2026

CC: General Public

Background:

Riviera Beach Fire Rescue (RBFR) is responsible for providing fire suppression, emergency medical services, rescue operations, and other emergency response services throughout the City of Riviera Beach. Maintaining a reliable, adequately equipped, and operationally ready fleet of fire apparatus is essential to ensure the Department can safely and effectively respond to emergencies and meet the current and future public-safety needs of the community.

As part of its ongoing fleet assessment and capital planning process, RBFR evaluated its current apparatus, operational demands, maintenance requirements, service reliability, and

anticipated future response needs. Based on this assessment, the Department identified the need to acquire three (3) new fire apparatus, consisting of two (2) fire engines and one (1) heavy-duty 100-foot aerial platform. The apparatus will be utilized as additional and/or replacement units based upon the Department's operational requirements, fleet conditions, and future service demands.

The two (2) fire engines will strengthen RBFR's frontline capabilities by supporting structural firefighting, emergency medical response, water-supply operations, rescue activities, and other emergency incidents. The heavy-duty 100-foot aerial platform will provide specialized capabilities for elevated fire suppression, aerial rescue, master-stream operations, and access to multi-story and high-rise structures. The aerial platform will further enhance the Department's ability to respond to the City's existing and developing built environment.

RBFR proposes purchasing the three (3) apparatus from South Florida Emergency Vehicles LLC by utilizing an applicable Sourcewell Cooperative Purchasing Agreement. Sourcewell conducts competitive solicitations that allow participating government agencies to utilize established contracts for the procurement of equipment and services. Utilizing the cooperative purchasing agreement allows the City to leverage competitively solicited pricing, terms, and conditions while reducing the administrative time and expense associated with conducting a separate solicitation.

Fire apparatus are specialized vehicles that require extensive engineering, customization, manufacturing, and production scheduling. Due to industry manufacturing lead times and potential pricing adjustments, timely authorization is necessary to initiate the ordering process, secure production scheduling, and reduce the potential impact of future cost increases.

The total purchase price for the three (3) fire apparatus, including the two (2) fire engines, one (1) heavy-duty 100-foot aerial platform, approved equipment, options, and related costs, shall not exceed Four Million Five Hundred Thousand Dollars ($4,500,000.00).

The acquisition represents a significant investment in the City's public-safety infrastructure and will enhance firefighter safety, fleet reliability, operational readiness, and emergency-response capabilities. Approval of the resolution will authorize the City Manager and Procurement Director to initiate the necessary purchase orders and related documents for the acquisition of the apparatus through the Sourcewell Cooperative Purchasing Agreement.

City Goals:

The Citywide Goal is to Accelerate Operational Excellence.

Fiscal/Budget Impact:

There will be a 4,500,000.00 Fiscal Impact

Recommendation:

Staff recommends a Motion to approve Resolution Number 125-26.

Attachments:

1. Resolution Number 125-26.docx
2. KME Pumper Proposal Packet.pdf
3. Sutphen Heavy Duty Pumper Proposal Packet.pdf
4. SPH100 Aerial Proposal Packet.pdf
5. RFP Sutphen.pdf

Resolution Number 125-26

A Resolution of the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizing the City of Riviera Beach Fire Rescue to utilize an approved cooperative agreement with South Florida Emergency Vehicles LLC; (SFEV) under Sourcewell Cooperative Purchasing Agreement number 113021 for the purchases of three (3) new fire apparatus, consisting of two (2) fire engines and one (1) heavy-duty 100-foot aerial platform, from South Florida Emergency Vehicle; authorizing the City Manager to execute all necessary documents and issue purchase orders for said purchases; authorizing the Chief Financial Officer to make payment from the Fire Apparatus Project account numbers 28002, 29000 and 29001 in a total amount not to exceed $4,500,000.00; and providing for an effective date.

Whereas, the City of Riviera Beach Fire Rescue Department is responsible for providing fire suppression, emergency medical services, rescue operations, and other emergency response services necessary to protect the health, safety, and welfare of the residents, businesses, visitors, and property within the City of Riviera Beach; and

Whereas, maintaining a reliable, adequately equipped, and operationally ready fleet of fire apparatus is essential to the Department's ability to safely and effectively respond to fires, medical emergencies, rescue incidents, and other public-safety emergencies; and

Whereas, Riviera Beach Fire Rescue has evaluated its current apparatus fleet, operational demands, service reliability, maintenance requirements, and anticipated future emergency-response needs and has determined that the acquisition of additional and/or replacement fire apparatus is necessary to maintain and enhance operational readiness and continuity of emergency services; and

Whereas, Riviera Beach Fire Rescue has identified the need to acquire three (3) new fire apparatus, consisting of two (2) fire engines and one (1) heavy-duty 100-foot aerial platform, to serve as additional and/or replacement apparatus within the Department's fleet based upon operational needs, fleet conditions, and future service demands; and

Whereas, the acquisition of the two (2) fire engines will enhance the Department's frontline fire suppression, emergency medical response, water-supply, rescue, and other emergency-response capabilities; and

Whereas, the acquisition of the heavy-duty 100-foot aerial platform will enhance the Department's capabilities for elevated fire suppression, aerial rescue, master-stream operations, access to multi-story and high-rise structures, and other emergency incidents requiring specialized aerial capabilities; and

Whereas, South Florida Emergency Vehicle LLC sells manufactured fire apparatus designed for fire and emergency-service operations, and the requested apparatus are available for procurement through an applicable Sourcewell Cooperative Purchasing Agreement; and

Whereas, utilization of the Sourcewell Cooperative Purchasing Agreement provides the City with an established competitively solicited cooperative procurement method and allows the City to leverage established contract pricing, terms, and conditions while reducing the administrative time and costs associated with conducting a separate competitive solicitation; and

Whereas, the City desires to authorize the City Manager and Procurement Director to initiate purchase orders and execute all necessary and appropriate documents for the acquisition of three (3) new fire apparatus from South Florida Emergency Vehicles LLC through the applicable Sourcewell Cooperative Purchasing Agreement; and

Whereas, due to manufacturing schedules, production lead times, equipment specifications, and potential pricing adjustments associated with the manufacture of custom fire apparatus, timely authorization of the procurement will allow the City to secure production scheduling and proceed with the acquisition efficiently; and

Whereas, the total cost for the acquisition of three (3) new fire apparatus, consisting of two (2) fire engines and one (1) heavy-duty 100-foot aerial platform, including approved equipment, options, and related costs, shall not exceed Four Million Five Hundred Thousand Dollars ($4,500,000.00); and

Whereas, the City Council finds that the acquisition of the additional and/or replacement fire apparatus is in the best interest of the City and will enhance firefighter safety, fleet reliability, operational readiness, emergency-response capabilities, and the continued delivery of essential fire-rescue services to the community.

Now, Therefore, Be It Resolved By the City Council Of The City Of Riviera Beach, Palm Beach County, Florida, As Follows:

Section 1. The City Council hereby authorizes the City Manager and Procurement Director to initiate and execute the necessary purchase orders, agreements, and related documents for the acquisition of three (3) new fire apparatus, consisting of two (2) fire engines and one (1) heavy-duty 100-foot aerial platform, from South Florida Emergency Vehicles LLC through the applicable Sourcewell Cooperative Purchasing Agreement.

Section 2. The City Council hereby authorizes the acquisition of said fire apparatus for use by Riviera Beach Fire Rescue as additional and/or replacement apparatus, as determined by the operational and fleet needs of the Department.

Section 3. The Chief Financial Officer is hereby authorized to make payment from the Fire Apparatus Project account numbers 28002, 29000, and 29001 in a total amount not to exceed Four Million Five Hundred Thousand Dollars ($4,500,000.00), subject to the availability and appropriation of funds.

Section 4. The City Manager, Procurement Director, Chief Financial Officer, and Fire Chief, or their respective designees, are authorized to take all actions necessary and appropriate to effectuate the intent and purpose of this Resolution.

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

Passed and Adopted this ____ day of _____, 2026.

Approved:

_____
Douglas Lawson, Mayor

Attest:

_____
Debrah Hall
City Clerk
Certified Municipal Clerk

Motioned By: _____

Seconded By: _____

B. Guyton:_____

K. Miller-Anderson:_____

S. Lanier:____

G. Spiritis:_____

F. Davis-Panier: ____

REVIEWED AS TO LEGAL SUFFICIENCY

_____
DAWN S. WYNN, CITY ATTORNEY

DATE: _____

SOUTH FLORIDA
EMERGENCY VEHICLES

PROPOSAL

TO THE:
Riviera Beach Fire Rescue
Chief Lorenzo Johnson
600 West Blue Heron Blvd
Riviera Beach, FL, 33404

DATE: September 1, 2026

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal:

One (1) 2024 KME Panther Pumper Stock Unit Model 2106-10 (GSO-11947) Complete and Delivered for the Total Sum of .....$ 890,103.00

The apparatus and equipment being purchased hereunder shall be completed within approximately 4 months after SFEV's receipt and approval of Purchaser's acceptance of this Proposal.

This Proposal shall be valid for thirty (30) days. If a Purchase Agreement or Purchase Order is not received by SFEV within 30 days of the date of this Proposal, SFEV reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

PO to be made out to South Florida Emergency Vehicles. Pricing is based on net delivery payment terms. Payment due at or prior to delivery. The SFEV payment terms superseded any payment terms or conditions contained in the buyers' purchase order or contracts.

Respectfully submitted,

Dwayne Woodard

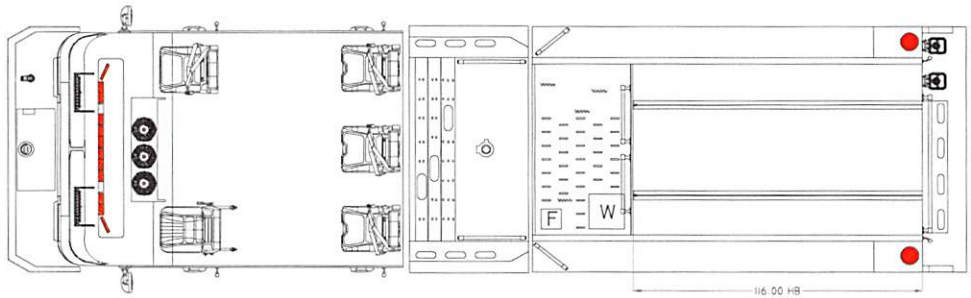
Dwayne Woodard
South Florida Emergency Vehicles
Apparatus Sales
704-201-2195

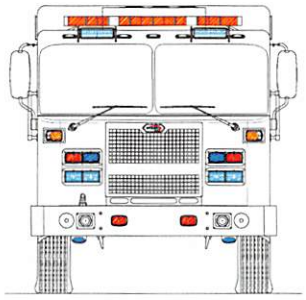
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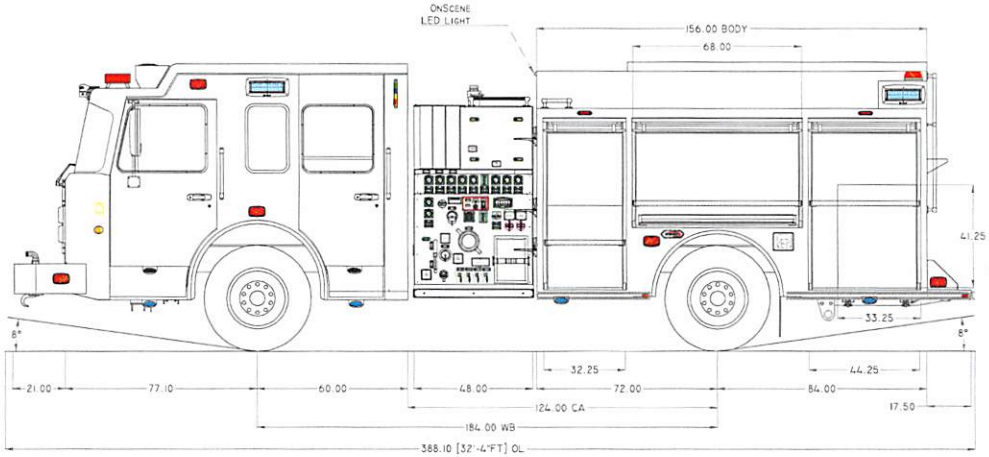
DEALER SUPPLIED ITEMS

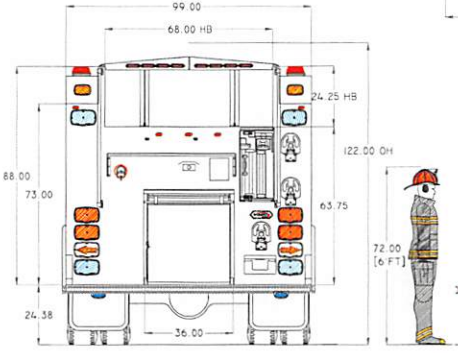
Shelves and Trays
Graphics Package
Delivery
Cab 12V Electrical Prewire
Antenna Mounting(2)
Radio Mount- Dual Head
Compartment Matting- Standard
Mount Equipment
Mount and provide power for Customer Computer
David Clark Intercom (Four Position) Hard Wired
Brigade 360 Camera System Pumper
120V Receptacle in EMS in Cab
Misc Equipment $67,000
Honda EU2200I Portable Generator
TFT 125 EDUCTOR AND FITTINGS
Akron 3416 Single Inlet Monitor w tips
Paint top of chassis cab to match current trucks

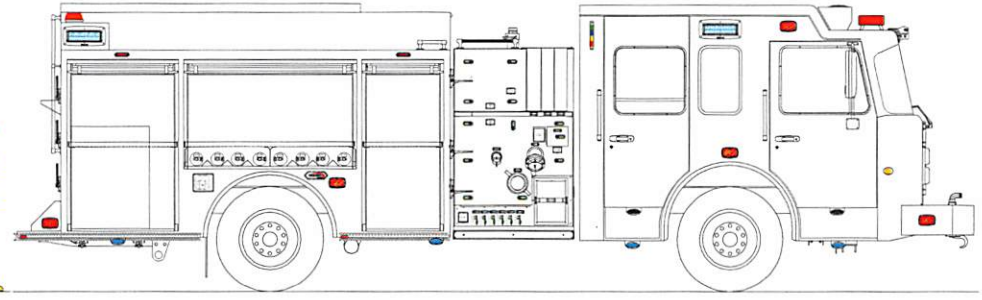
Compartment	Volume (Cubic Feet)
L1	29.4
L2	27.3
L3	36.5
R1	29.4
R2	27.3
R3	36.5
B1	32.0
Hose Bed Area	110.7











CHASSIS: PANTHER EMFD
AXLES: FRONT 20,000 LB / REAR 26,000 LB
ENGINE: CUMMINS ISL9 450 HP / ALLISON 3000 EVS
BODY: ALUMINUM
GENERATOR: N/A
PUMP: WATEROUS CSU 1500 GPM
TANK: POLY 1000 GAL. WATER/ 20 GAL. FOAM
FOAM: NO FOAM SYSTEM

THIS DRAWING IS A GENERAL CONFIGURATION AND MAY NOT NECESSARILY REFLECT ALL CONTRACTUAL REQUIREMENTS. CONTRACT SPECIFICATIONS SHALL PREVAIL OVER DRAWING.

CUSTOMER APPROVAL:

NAME:

TITLE:

DATE:

SYM	DATE	REVISION DESCRIPTION	APP'D
A	5/8/2023	PROPOSAL	WMC

SALES ENGINEER : TBD

KME
REV GROUP
KME
ONE INDUSTRIAL COMPLEX · NESQUEHONING, PA 18240

DIMENSIONS ARE APPROXIMATE & MAY VARY DUE TO BUILD ADJUSTMENTS

SCALE	DWG SIZE	DRAWN BY	DATE
1"=24"	D	WMC	05/08/2023
		APPROVED BY	

MODEL 2106-10

000000

			Description
VEHICLE			
S	0100-011	**MODEL**	Panther
O	8012-050	**CUSTOMERS / OEMS**	Kovatch Mobile Equipment (13050)[1004009]
S	8011-025	**MODEL YEAR**	Model Year - 2025
S	8001-001	**COUNTRY OF SERVICE**	Country of Service United States Of America
S	8017-009	**CAB AND CHASSIS LABELING LANGUAGE**	Cab and Chassis Labeling Language English w/Innovative Controls Labels
S	8006-009	**APPARATUS TYPE**	Apparatus Type Pumper
S	8008-001	**VEHICLE TYPE**	Vehicle Type Straight Truck
S	8008A-000	**VEHICLE ANGLE OF APPROACH PACKAGE**	Vehicle Angle of Approach NFPA Minimum 8.00 Degrees
S	0104-001	**AXLE CONFIGURATION**	Axle Configuration 4x2 (Rear Axle Drive Only)
S	0101-003	**GROSS AXLE WEIGHT RATINGS FRONT**	GAWR Front 20000#
O	0102-028	**GROSS AXLE WEIGHT RATINGS REAR**	GAWR Rear 26000#
S	8010-201	**PUMP PROVISION**	Pump Provision Driveline Midship, Pump Mode Prog w/Auto Park Brake "N"
S	8009-013	**WATER & FOAM TANK CAPACITY**	Water & Foam Tank Capacity 750 to 1250 Gallons
O	8003-200	**WARRANTY**	Warranty Cab and Chassis (1) Year RFW0101
CAB			
O	1000-013	**CAB STYLE**	Cab Style EMFD 10" Raised Roof
O	8101-200	**OCCUPANT PROTECTION**	Occupant Protection IMMI 4Front & RollTek w/SRA
O	1501-018	**CAB FRONT FASCIA**	Cab Frt Fascia Classic w/Quad Headlight Bezels
O	1518-062	**FRONT GRILLE**	Cab Frt Grille KME Flat Square
S	1551-002	**CAB UNDERCOAT**	Cab Undercoat
S	1552-002	**CAB SIDE DRIP RAIL**	Cab Side Drip Rail
S	1521-001	**CAB PAINT EXTERIOR**	Cab Paint Exterior Single Color
O	1533-002	**CAB PAINT PROCESS/MANUFACTURER**	Cab Paint Process/Manufacturer Sikkens
O	1522-1608	**CAB PAINT PRIMARY/LOWER COLOR**	Cab Paint Primary/Lower Color Sikkens Red FLNA 32528
O	8013-056	**CAB PAINT WARRANTY**	Cab Paint Warranty (10) Year RFW0710
O	1334-031	**CAB PAINT INTERIOR**	Cab Paint Int Bedliner Medium Gray
S	1005-001	**CAB ENTRY DOORS**	Cab Entry Doors (4)
O	1101-102	**CAB ENTRY DOOR TYPE**	Cab Entry Door Type Barrier Free w/Pollak Switches
S	1322-007	**CAB INSULATION**	Cab Insulation Nonwoven Polyester Fiber
S	8004-033	**CAB STRUCTURAL WARRANTY**	Cab Structural Warranty (10) Year RFW0602
S	9001-006	**CAB TEST INFORMATION**	Cab Test Information Crash Test ECE-R29/SAE J2420/SAE J2422
ELECTRICAL POWER DISTRIBUTION			
S	5000-018	**ELECTRICAL SYSTEM**	Elec System 12V DC Multiplex

S	5005-200	**VEHICLE DISPLAY**	Vehicle Display Weldon Vista LH Sw Pnl
O	5046-078	**MULTIPLEX DISPLAY SPECIAL LAYOUT**	Multiplex Display Special Layout Wiper Sys Prk Brk Override Btn & Day/Night Dim
S	5004-002	**LOAD MANAGEMENT SYSTEM**	Load Management System Multiplex
S	5622-003	**DATA RECORDING SYSTEM**	Data Recording Sys Vehicle Data Weldon MUX
O	5031-010	**ACCESSORY POWER**	Accessory Pwr & Gnd Stud 40A Batt & 15A Ign w/200A Mstr Sw/300A Batt OEM Conn
O	5030-050	**AUXILIARY ACCESSORY POWER**	Aux Acc Pwr 6 Fuse Blue Sea Pnl Bhd Sw Pnl w/40A Fuse Batt Dir
O	5032-036	**ADDITIONAL ACCESSORY POWER**	Addl Acc Pwr 6 Fuse Blue Sea Pnl Eng Tnl Bhd Off Seat w/40A Brkr Batt Dir
O	5033-088	**EXTRA ACCESSORY POWER**	Extra Acc Pwr 6 Fuse Blue Sea Pnl Rr Wall Left of Ctr Abv Seat Frm 40A Batt Dir
S	5011-001	**EXTERIOR ELECTRICAL TERMINAL COATING**	Exterior Electrical Terminal Coating Spray On Plasti Dip
O	8014-001	**ELECTRICAL SYSTEM WARRANTY**	Electrical System Warranty (1) Year RFW0201

ENGINE

S	1701-168	**ENGINE**	Engine Diesel 450HP Cummins L9 - EPA 2021-26
S	1329-001	**CAB ENGINE TUNNEL**	Cab Engine Tunnel Small/Medium
S	1731-002	**DIESEL PARTICULATE FILTER CONTROLS**	DPF Ctrl Regeneration Sw & Inhibit Sw
S	1718-002	**ENGINE PROGRAMMING HIGH IDLE SPEED**	Engine Programming High Idle Speed 1250 RPM
S	1719-005	**ENGINE HIGH IDLE CONTROL**	Engine High Idle Ctrl Automatic and Manual w/Disp Actv
S	1710-001	**ENGINE PROGRAMMING ROAD SPEED GOVERNOR**	Engine Programming Road Speed Governor Enabled
S	1713-010	**AUXILIARY ENGINE BRAKE**	Aux Engine Brake Compression Brake w/VG Turbo
S	1708-008	**AUXILIARY ENGINE BRAKE CONTROL**	Aux Engine Brake Ctrl Off/Low/Med/High Disp
S	1720-003	**ELECTRONIC ENGINE OIL LEVEL INDICATOR**	Elec Engine Oil Level Indicator
O	1715-008	**FLUID FILLS**	Fluid Fills Under Cab
S	1735-001	**ENGINE DRAIN PLUG**	Engine Drain Plug
S	8002-001	**ENGINE WARRANTY**	Engine Warranty Cummins (5) Year/100,000 Miles
S	1707-116	**REMOTE THROTTLE HARNESS**	Rmt Throttle Harness Cab Harness Only Shift Interlock
S	1721-001	**ENGINE PROGRAMMING REMOTE THROTTLE**	Engine Program Rmt Throttle Off
O	1727-003	**ENGINE PROGRAMMING IDLE SPEED**	Engine Programming Idle Speed 750 RPM

AIR INTAKE

S	2801-010	**ENGINE AIR INTAKE**	Engine Air Intake Filtration and Restriction w/Replaceable Element Abv Radiator

COOLING

S	2704-016	**ENGINE FAN DRIVE**	Engine Fan Drive Variable Speed
S	2701-021	**ENGINE COOLING SYSTEM**	Engine Cooling System Serial Flow w/Package Drop-Out Prov
S	2711-005	**ENGINE COOLING SYSTEM**	Engine Cooling System Protection Light Duty Skid Plate Paint Frame

		PROTECTION	Color
S	2708-001	**ENGINE COOLANT**	Engine Coolant Extended Life
S	2706-003	**ELECTRONIC COOLANT LEVEL INDICATOR**	Elec Low Coolant Level Indicator
S	2709-001	**COOLANT HOSES**	Coolant Hoses Silicone
S	2710-005	**ENGINE COOLANT OVERFLOW BOTTLE**	Engine Coolant Overflow Expansion Bottle

EXHAUST

S	2901-067	**ENGINE EXHAUST SYSTEM**	Eng Exhaust Sys Under Frm RH Single Module Aftertreatment Outboard
S	2907-003	**DIESEL EXHAUST FLUID TANK**	Diesel Exhaust Fluid Tank LH 6 Gal Fill Thru Rr Step
O	2902-030	**ENGINE EXHAUST ACCESSORIES**	Engine Exhaust Acc Temp Mitigation w/Drop T-Pipe
S	2906-002	**ENGINE EXHAUST WRAP**	Engine Exhaust Wrap
S	8018-002	**EMISSIONS SYSTEM WARRANTY**	Emissions System Warranty (5) Years/100,000 Miles RFW0140

TRANSMISSION

S	1801-015	**TRANSMISSION**	Transmission Allison 3000 EVS
S	1806-001	**TRANSMISSION MODE PROGRAMMING**	Transmission Mode Programming 4th Startup/5th Mode
S	1811-004	**TRANSMISSION FEATURE PROGRAMMING**	Transmission Feature Programming Allison Gen 5 & 6-E I/O Package 198/Pumper
S	1807-005	**TRANSMISSION SHIFT SELECTOR**	Transmission GEN 5 & 6-E Shift Sel Key Pad/Push Button
S	1815-002	**ELECTRONIC TRANSMISSION OIL LEVEL INDICATOR**	Elec Transmission Oil Level Indicator
S	1814-002	**TRANSMISSION PRE-SELECT WITH AUXILIARY BRAKE**	2nd Gear Pre-Select
S	1808-007	**TRANSMISSION COOLING SYSTEM**	Transmission Cooling System
S	1817-001	**TRANSMISSION DRAIN PLUG**	Transmission Drain Plug
S	8005-001	**TRANSMISSION WARRANTY**	Transmission Warranty Allison (5) Year

POWER TAKE OFF

S	2005-009	**PTO LOCATION**	PTO Location 8:00/4:00

DRIVELINE

S	3001-014	**DRIVELINE**	Driveline MSI 1710 w/Meritor U-Joints w/Thrust Washers
O	3005-081	**MIDSHIP PUMP / GEARBOX**	Midship Pump Jackshaft w/OEM Body 48" Sd Ctrl Pumphouse w/Full Body Waterous
S	3008-085	**MIDSHIP PUMP / GEARBOX MODEL**	Midship Pump/Gearbox Model Waterous CSUC20/C22 Fwd
S	3048-007	**MIDSHIP PUMP GEARBOX DROP**	Midship Driveline Pump Gearbox Drop Waterous "C"
S	3009-007	**MIDSHIP PUMP RATIO**	Midship Pump Ratio 2.27:1
O	3010-0995	**MIDSHIP PUMP LOCATION C/L SUCTION TO C/L REAR AXLE**	Midship Pump Location C/L Suction to C/L Rear Axle 99.5"
O	5013-032	**PUMP SHIFT CONTROLS**	Pump Shift Ctrl Air Ctrl Integrated Shifter Pod
O	3049-003	**PUMP SHIFT CONTROL PLUMBING**	Pump Shift Control Plumbing Pre-Plumb Elec/Air

FUEL SYSTEMS

S	3109-067	**FUEL FILTER/WATER SEPARATOR**	Fuel Filter/Wtr Separator Fleetguard FS20121 w/Lt & Alarm
O	3111-002	**FUEL LINES**	Fuel Lines Wire Braid
O	3104-012	**FUEL SHUTOFF VALVE**	Fuel Shutoff Valve at Tank and (2) at Primary Filter
S	3103-008	**ELECTRIC FUEL PRIMER**	Electric Fuel Primer Engine Sply Electric Lift Pump
O	3112-018	**FUEL COOLER**	Fuel Cooler w/Active Cooling Fan/Temp Ctrl Sw
O	3101-102	**FUEL TANK**	Fuel Tank 68 Gallon
S	3130-001	**FUEL TANK MATERIAL AND FINISH**	Fuel Tank Material Steel & Finish Painted Frame Components Color
O	3131-005	**FUEL TANK STRAP MATERIAL AND FINISH**	Fuel Tank Strap Material Steel Galvanized
O	3102-020	**FUEL TANK FILL PORT**	Fuel Tank Fill Port LH Fwd/LH Mid/RH Mid w/Vent Holes
O	3114-002	**FUEL TANK SERVICEABILITY PROVISIONS**	Fuel Tank Serviceability Prov 8' Fuel Line Extension
S	3115-002	**FUEL TANK DRAIN PLUG**	Fuel Tank Drain Plug Magnetic

FRONT AXLE

O	2401-037	**FRONT AXLE**	Frt Axle Hendrickson STEERTEK NXT Fabricated Box Beam 20000#
O	8059-019	**FRONT AXLE WARRANTY**	Front Axle Warranty Hendrickson STEERTEK NXT
S	2405-001	**FRONT WHEEL BEARING LUBRICATION**	Frt Wheel Bearing Lube Oil

FRONT SUSPENSION

O	2502-006	**FRONT SHOCK ABSORBERS**	Frt Shock Absorbers Suspension Sply
O	2501-019	**FRONT SUSPENSION**	Frt Suspension Parabolic STEERTEK NXT Integrated 18000-24000# Spring Pack

STEERING

S	2601-006	**STEERING COLUMN/WHEEL**	Steering Column/Wheel Tilt/Telescopic 18" 4 Spoke
S	2609-002	**ELECTRONIC POWER STEERING FLUID LEVEL INDICATOR**	Elec Power Steering Fluid Level Indicator
O	2603-012	**POWER STEERING PUMP**	Power Steering Pump Vickers w/Passive Cooler
O	2606-005	**FRONT AXLE CRAMP ANGLE**	Front Axle Cramp Angle 45 Degrees
O	2610-005	**POWER STEERING GEAR**	Power Steering Gear TRW TAS 85 w/Assist
S	2608-001	**CHASSIS ALIGNMENT**	Chassis Alignment

REAR AXLE

S	3401-003	**REAR AXLE**	Rear Axle 27000# Meritor RS-25-160
S	3403-001	**REAR AXLE DIFFERENTIAL LUBRICATION**	Rear Axle Differential Lubrication Oil
S	8061-020	**REAR AXLE WARRANTY**	Rear Axle Warranty Meritor 2025
S	3411-001	**REAR WHEEL BEARING LUBRICATION**	Rear Wheel Bearing Lubrication Oil
S	3408-008	**VEHICLE TOP SPEED**	Vehicle Top Speed 68 MPH
S	3410-001	**REAR AXLE EXTERNAL VENT**	Rear Axle External Vent OEM Housing Breather

REAR SUSPENSION

O	3501-059	**REAR SUSPENSION**	Rear Susp Reyco 79KB 24001-27000# Parabolic 5 Leaf
O	3503-002	**REAR SHOCK ABSORBERS**	Rear Shock Absorbers Bilstein

TIRES

S	3625-002	**TIRE INTERMITTENT SERVICE RATING**	Tire Intermittent Service Ratings Acceptable
O	3601-083	**FRONT TIRE**	Frt Tire 385/65R 22.5 Michelin X Multi HL Z
O	3602-010	**REAR TIRE**	Rear Tire 12R 22.5 Michelin XZE
O	3413-513	**REAR AXLE RATIO**	Rear Axle Ratio 5.13
S	3614-030	**TIRE PRESSURE INDICATOR**	Tire Pressure Ind Frt & Rr LED

WHEELS

O	3701-034	**FRONT WHEEL**	Frt Wheel Alcoa Dura-Bright 22.5 x 12.25 Alum
O	3703-062	**REAR WHEEL**	Rr Whl Alcoa Dura-Bright 22.5 x 8.25 Alum
O	3719-002	**BALANCE WHEELS AND TIRES**	Balance Wheels & Tires
O	3702-002	**WHEEL TRIM**	Wheel Trim Hub & Nut Covers SS Shiploose

BRAKES

S	3205-014	**BRAKE SYSTEM**	Brake System ABS/ATC/ESC Sgl Axle Disp Actv
S	3206-003	**FRONT BRAKES**	Frt Brakes Meritor EX225 Disc 17"
O	3207-003	**REAR BRAKES**	Rr Brakes Meritor EX225 Disc 17"
S	3208-001	**PARK BRAKE**	Prk Brake Rr Wheels Only
O	3204-025	**PARK BRAKE CONTROL**	Prk Brake Ctrl Ctr Sw Pnl Mnt w/Horiz Orientation Guard
O	3202-005	**AIR DRYER**	Air Dryer Wabco System Saver 1200 Bhd LH Batt Box
O	3215-009	**FRONT BRAKE CHAMBERS**	Frt Brake Chambers Hendrickson STEERTEK NXT Type 24
O	3210-023	**REAR BRAKE CHAMBERS**	Rr Brake Chambers TSE 24/30 H.O.T.

AIR SUPPLY SYSTEMS

S	3320-001	**AIR COMPRESSOR**	Air Compressor Wabco SS318 18.7 CFM
S	3339-004	**AIR GOVERNOR**	Air Governor Mnt on Air Dryer Bracket
O	3303-005	**MOISTURE EJECTORS**	Moisture Ejectors Auto w/Cable
O	3307-001	**AIR SUPPLY LINES**	Air Sply Lines Nylon w/Compression Fittings
O	3309-033	**AIR INLET CONNECTION**	Air Inlet Connection
O	3349-002	**AIR INLET LOCATION**	Air Inlet Location LH Lwr Frt Step Fwd
O	3326-002	**AIR INLET/OUTLET FITTING TYPE**	Air Inlet/Outlet Manual Conn Tru-Flate Interchange 1/4"
O	3334-003	**AIR TANK SPACERS**	Air Tank Spacers Inboard 3.0"
O	3338-001	**REAR AIR TANK MOUNTING**	Rear Air Tank Mnt Any Bhd Rear Axle Parallel w/Frame

FRAME

O	2103-1840	**WHEELBASE**	Wheelbase 184.0"
S	2106-0470	**REAR OVERHANG**	Rear Overhang 47.0"

S	2101-002	**FRAME**	Frame Double Channel 35.00" Width
O	2111-045	**MISC FRAME OPTIONS**	Misc Frame Options Spartan ERV Legend Hole Pattern
O	2118-007	**REAR TOW DEVICE**	Rear Tow Device Spartan ERV Legend Pattern
O	2110-202	**FRAME PAINT**	Frame Paint Hot Dipped Galvanized Addl Comp Blk Powder Coat
S	8007-036	**FRAME ASSEMBLY STRUCTURAL WARRANTY**	Frame Assembly Structural Warranty (50) Year RFW0305
S	8019-003	**FRAME RAIL CORROSION WARRANTY**	Frame Rail Corrosion Warranty (25) Year RFW0316
O	8022-002	**FRAME COMPONENTS CORROSION WARRANTY**	Frame Components Corrosion Warranty (20) Year RFW0314
O	2105-002	**REAR MUD FLAP**	Rear Mud Flap & Fender Temp Mnt

BUMPER

O	2201-002	**FRONT BUMPER**	Frt Bumper Structural Steel Channel Severe Duty
S	2202-005	**FRONT BUMPER EXTENSION LENGTH**	Frt Bumper Extension Length 21"
O	2206-012	**FRONT BUMPER PAINT**	Frt Bumper Paint Primary/Lower Cab Color w/Bedliner Black Bumper Trim
O	2227-024	**FRONT BUMPER TRIM**	Frt Bumper Trim SS Ptd Wide Band Frt Top Edge/Corners Abv Apron w/Iso Washers
S	2208-006	**FRONT BUMPER APRON**	Frt Bumper Apron For 21" Extension
O	2211-038	**FRONT BUMPER COMPARTMENT CENTER**	Frt Bumper Cmpt Ctr Full Size 38.00"Wx10.88"D w/Cover
O	2210-002	**FRONT BUMPER COMPARTMENT COVER HARDWARE**	Frt Bumper Cmpt Cover Hardware Gas Cylinder/D-Ring
O	5503-022	**MECHANICAL SIREN**	Mechanical Siren Federal Signal Q2B Pedestal Mnt
O	2218-002	**MECHANICAL SIREN LOCATION**	Mech Siren Location Frt Bmpr Apron LH OB
S	5501-020	**AIR HORN**	Air Horn (2) 21" Round Hadley E-Tone
O	2216-011	**AIR HORN LOCATION**	Air Horn Location (2) Frt Bmpr Face R/L OB
O	2232-003	**AIR HORN RESERVOIR**	Air Horn Reservoir (1) 2084 Cu In
O	5504-030	**ELECTRONIC SIREN SPEAKER**	Elect Siren Speaker (2) 100W Cast Products SA4301
O	2217-010	**ELECTRONIC SIREN SPEAKER LOCATION**	Elec Siren Speaker Location (2) Frt Bmpr Face R/L IB
O	2203-002	**FRONT BUMPER TOW HOOKS**	Frt Bumper Tow Hooks Painted Below Fwd

CAB TILT

S	2301-001	**CAB TILT SYSTEM**	Cab Tilt System
O	2302-005	**CAB TILT AUXILIARY PUMP**	Cab Tilt Aux Pump Manual Mnt w/Tilt Pump
O	2303-003	**CAB TILT LIMIT SWITCH**	Cab Tilt Limit Sw Preset Limit
O	2305-003	**CAB TILT CONTROL RECEPTACLE**	Cab Tilt Ctrl Receptacle For Customer Install In Body
S	2306-002	**CAB TILT LOCK DOWN INDICATOR**	Cab Tilt Lock Down Indicator

CAB GLASS

S	1401-009	**CAB WINDSHIELD**	Cab Windshield
O	1402-002	**GLASS FRONT DOOR**	Glass Frt Dr Pwr
O	1407-002	**GLASS TINT FRONT DOOR**	Glass Tint Frt Dr Automotive Dark Gray
O	1419-008	**GLASS REAR DOOR RIGHT HAND**	Glass Rr Dr RH Pwr

O	1430-002	**GLASS TINT REAR DOOR RIGHT HAND**	Glass Tint Rr Door RH Automotive Dark Gray
O	1412-008	**GLASS REAR DOOR LEFT HAND**	Glass Rr Dr LH Pwr
O	1431-002	**GLASS TINT REAR DOOR LEFT HAND**	Glass Tint Rr Door LH Automotive Dark Gray
S	1410-003	**GLASS SIDE MID RIGHT HAND**	Glass Side Mid RH Fxd 16"W x 26"H
O	1432-002	**GLASS TINT SIDE MID RIGHT HAND**	Glass Tint Side Mid RH Automotive Dark Gray
S	1409-003	**GLASS SIDE MID LEFT HAND**	Glass Side Mid LH Fxd 16"W x 26"H
O	1433-002	**GLASS TINT SIDE MID LEFT HAND**	Glass Tint Side Mid LH Automotive Dark Gray

CLIMATE CONTROL

O	1640-007	**CABIN AIR FILTRATION**	Cabin Air Filtration System Active Air Pur Upr Ctr Rear Wall Horiz Ign/Shore Pwr
S	1614-204	**CLIMATE CONTROL**	Climate Ctrl Htr Defroster A/C SGM Ovrhd Alum 10-24" RR Short Plenum
S	1632-002	**CLIMATE CONTROL DRAIN**	Climate Control Drain Gravity
S	1617-201	**CLIMATE CONTROL ACTIVATION**	Climate Ctrl Actv Rotary Dash Mnt Ctr
O	1620-025	**HVAC OVERHEAD COVER PAINT**	HVAC Overhead Cover Paint Medium Gray
S	1603-003	**A/C CONDENSER LOCATION**	A/C Condenser Location Roof Mnt Fwd Ctr
S	1601-013	**A/C COMPRESSOR**	A/C Compressor TM-31/QP-31
O	1530-104	**UNDER CAB INSULATION**	Under Cab Insulation Eng Tnl & Cab Floor w/Removable Alum Tunnel Overlay

CAB INTERIOR

O	1327-015	**INTERIOR TRIM FLOOR**	Interior Trim Floor w/TPlt Trim
S	1302-001	**INTERIOR TRIM**	Interior Trim Vinyl
S	1368-002	**REAR WALL INTERIOR TRIM**	Rear Wall Interior Trim Vinyl
S	1306-006	**HEADER TRIM**	Header Trim XDuty
S	1305-015	**TRIM CENTER DASH**	Trim Center Dash XDuty w/Gas Cylinder Stay
S	1339-102	**TRIM LEFT HAND DASH**	Trim LH Dash XDuty
O	1321-030	**TRIM RIGHT HAND DASH**	Trim RH Dash XDuty Glove Cmpt/MDT Prov/4.50"H Glovebox
O	1334B-002	**CAB PAINT BEDLINER**	Bedliner Only
S	1307-002	**ENGINE TUNNEL TRIM**	Eng Tnl Trim Flr Mat
O	5040-169	**POWER POINT DASH MOUNT**	Pwr Pnt Dash Mnt Batt Dir (2) Dual USB Blue Sea 4.8A Sw Pnl
S	1303-039	**STEP TRIM**	Step Trim Embossed & Diamond Cut SS Lwr, TPlt Mid
O	1336-002	**STEP TRIM KICKPLATE**	Step Trim Kickplate Treadplate
S	1379-003	**UNDER CAB ACCESS DOOR**	Under Cab Access Door Rear Step LH Painted
S	1102-013	**INTERIOR DOOR TRIM**	Interior Door Trim Painted
O	1105-049	**CAB DOOR TRIM REFLECTIVE**	Cab Dr Trim Reflective Vert Stripe/6" Chevron w/KME Logo
S	1308-001	**INTERIOR GRAB HANDLE "A" PILLAR**	Interior Grab Handle 'A' Pillar 11" Molded
O	1332-029	**INTERIOR GRAB HANDLE FRONT DOOR**	Interior Grab Handle Frt Door Horiz 9"/Vert 9" DA Sanded
O	1345-008	**INTERIOR GRAB HANDLE REAR DOOR**	Int Grab Handle Rr Dr Alum Window Span 30" DA Sanded
S	1301-003	**INTERIOR SOFT TRIM COLOR**	Interior Soft Trim Color Gray
S	1337-001	**INTERIOR TRIM SUNVISOR**	Interior Trim Sunvisor Vinyl

S	1304-001	**INTERIOR FLOOR MAT COLOR**	Interior Floor Mat Color Gray
O	1335-013	**CAB PAINT INTERIOR DOOR TRIM**	Cab Paint Int Dr Trim Bedliner Medium Gray
O	1371-013	**HEADER TRIM INTERIOR PAINT**	Header Trim Interior Paint Bedliner Medium Gray
O	1370-014	**TRIM CENTER DASH INTERIOR PAINT**	Trim Center Dash Interior Paint Bedliner Medium Gray
O	1378-014	**TRIM LEFT HAND DASH INTERIOR PAINT**	Trim LH Dash Interior Paint Bedliner Medium Gray
O	1373-014	**TRIM RIGHT HAND DASH INTERIOR PAINT**	Trim RH Dash Interior Paint Bedliner Medium Gray
O	1344-009	**DASH PANEL GROUP**	Dash Pnl Group 3-Pnl w/Black Textured Aluminum Panels
O	1312-001	**SWITCHES CENTER PANEL**	Switches Ctr Pnl 0
S	1313-002	**SWITCHES LEFT PANEL**	Switches Left Pnl 1 Wiper
O	1314-012	**SWITCHES RIGHT PANEL**	Switches Right Pnl 6 (3+3)

CAB SEATS

S	1225-007	**SEAT BELT WARNING**	Seat Belt Warn Disp w/VDR
O	1237-009	**SEAT MATERIAL**	Seat Material Bostrom Durawear Plus Zip Clean
S	1243-001	**SEAT COLOR**	Seat Color Gray/Red Seat Belts
O	1249-267	**SEAT BACK LOGO**	Seat Back Logo KME
S	1201-033	**SEAT DRIVER**	Seat Driver Bostrom Firefighter 8-Way Elect 500 Series ABTS
S	1213-025	**SEAT BACK DRIVER**	Seat Back Driver Non-SCBA ABTS
S	1219-001	**SEAT MOUNTING DRIVER**	Seat Mounting Driver
O	8102-200	**OCCUPANT PROTECTION DRIVER**	Occupant Protection Driver 4Front & Mechanical/Elect Seat RollTek w/SRA
O	1231-004	**ADDITIONAL SEAT COVER DRIVER**	Additional Seat Cover Driver Removable Seat Cushion & Back
S	1202-037	**SEAT OFFICER**	Seat Officer Bostrom Firefighter Fixed 500 Series ABTS
O	1214-030	**SEAT BACK OFFICER**	Seat Back Officer SCBA Bostrom SecureAll w/Quick-Adjust
O	1220-004	**SEAT MOUNTING OFFICER**	Seat Mounting Officer Rwd 4"
O	8103-200	**OCCUPANT PROTECTION OFFICER**	Occupant Protection Officer 4Front & Mechanical/Elect Seat RollTek w/SRA
O	1232-004	**ADDITIONAL SEAT COVER OFFICER**	Additional Seat Cover Officer Removable Seat Cushion & Back
S	1297-002	**POWER SEAT WIRING**	Power Seats Wiring Battery Direct
S	1273-001	**SEAT BELT ORIENTATION CREW**	Seat Belt Orientation Crew Outboard Shoulder To Inboard Hip
O	1265-001	**SEAT FORWARD FACING OUTER LOCATION**	Seat FFO Location Primary Pos (2) R/L
O	1205-027	**SEAT CREW FORWARD FACING OUTER**	Seat Crew FFO Bostrom Firefighter Fold & Hold Flip-Up 500 Series
O	1217-028	**SEAT BACK FORWARD FACING OUTER**	Seat Back FFO SCBA Bostrom SecureAll w/Quick-Adjust
O	1223-003	**SEAT MOUNTING FORWARD FACING OUTER**	Seat Mounting FFO Inboard
O	8106-102	**OCCUPANT PROTECTION FFO**	Occupant Protection FFO RollTek Belt Pretensioner
O	1235-004	**ADDITIONAL SEAT COVER FFO**	Additional Seat Cover FFO Removable Seat Cushion & Back
O	1266-005	**SEAT FORWARD FACING CENTER LOCATION**	Seat FFC Location Secondary Pos Ctr
S	1206-031	**SEAT CREW FORWARD FACING CENTER**	Seat Crew FFC Bostrom Firefighter Fold & Hold Flip-Up 500 Series
S	1218-031	**SEAT BACK FORWARD FACING**	Seat Back FFC SCBA Bostrom SecureAll w/Quick-Adjust

		CENTER	
O	8107-101	**OCCUPANT PROTECTION FFC**	Occupant Protection FFC RollTek Belt Pretensioner
O	1236-004	**ADDITIONAL SEAT COVER FFC**	Additional Seat Cover FFC Removable Seat Cushion & Back
O	1269-120	**SEAT FRAME FORWARD FACING**	Seat Frm Fwd Fcg Triple Width w/Chamfer
O	1281-103	**SEAT FRAME FORWARD FACING STORAGE ACCESS**	Seat Frm Fwd Fcg Strg Acc Dr (2) R/L Fwd
S	1224-002	**SEAT MOUNTING FORWARD FACING CENTER**	Seat Mounting Forward Facing Center
S	1311-101	**CAB FRONT UNDERSEAT STORAGE ACCESS DOOR**	Cab Frt Undrst Strg Acc Dr
O	1355-016	**SEAT COMPARTMENT DOOR FINISH**	Seat Compartment Door Finish Bedliner Medium Gray

CAB EXTERIOR

O	1511-203	**WINDSHIELD WIPER SYSTEM**	Windshield Wiper System, Prk Brk Interlock w/Disp Override
S	1534-002	**ELECTRONIC WINDSHIELD FLUID LEVEL INDICATOR**	Electronic Windshield Fluid Level Indicator
O	1103-001	**CAB DOOR HARDWARE**	Cab Door Hardware Chrome
O	1111-004	**DOOR LOCKS**	Door Locks Power (4) Entry Doors
O	1112-004	**POWER DOOR LOCK COMPARTMENT ACTIVATION**	Power Door Lock Cmpt Actv Key Fob & Keypads
O	1503-209	**GRAB HANDLES**	Grab Handles 3-Pc Alum Knurled 18" w/Red Reflective
O	1503D-003	**LIGHTED EXTERIOR GRAB HANDLES**	Lighted Grab Handles Clear LED
S	1504-014	**REARVIEW MIRRORS**	Mirror Aerodynamic Retrac 613305 Rmt Htd
S	1529-003	**REARVIEW MIRROR HEAT SWITCH**	Rearview Mirror Heat Sw Disp
O	1525-008	**EXTERIOR TRIM REAR CORNER**	Exterior Trim Rear Corner Treadplate Wide
O	1513-029	**CAB FENDER**	Cab Fender SS Wide
S	1514-002	**MUD FLAPS FRONT**	Mud Flaps Frt
O	1526-038	**CAB EXTERIOR FRONT & SIDE EMBLEMS**	Cab Ext Frt & Side Emblems KME
O	1502-054	**CAB EXTERIOR MODEL NAMEPLATE**	Cab Exterior Model Nameplate Panther

START / CHARGING SYSTEMS

S	5109-015	**IGNITION**	Ign Mstr Rkr Sw w/Push-Button Start
S	5101-021	**BATTERY**	Batt (6) Group 31 Harris
S	5106-003	**BATTERY TRAY**	Batt Tray (2) R/L Steel
O	5107-023	**BATTERY BOX COVER**	Batt Box Cover (2) SS w/Chrome Handles
S	5102-001	**BATTERY CABLE**	Batt Cables
S	5108-010	**BATTERY JUMPER STUD**	Batt Jumper Stud Frt LH Lwr Step 8" Apart
S	5104-002	**ALTERNATOR**	Alternator Leece-Neville 320A
S	5105-001	**STARTER MOTOR**	Starter Motor Delco

LINE VOLTAGE ELECTRICAL POWER DISTRIBUTION

O	5202-174	**BATTERY CONDITIONER**	Batt Cond Kussmaul Chief 4012 Bhd Drv Seat
O	5203-034	**BATTERY CONDITIONER DISPLAY**	Batt Cond Display LH Mid Glass Auto Charge Status Center

O	5209-046	**ELECTRICAL INLET LOCATION**	Elec Inlet Location LH Cab Side Mid Ctr Abv Wheel Well
S	5204-055	**ELECTRICAL INLET**	Elec Inlet 120V 20A Auto Eject
O	5210-004	**ELECTRICAL INLET CONNECTION**	Elec Inlet Conn to Batt Conditioner
S	5206-002	**ELECTRICAL INLET COLOR**	Elec Inlet Color Yellow

LIGHTING

O	5301-106	**HEADLIGHTS**	Headlights 4 Headlamps LED, Firetech FT-4X6-4KIT
S	5337-001	**HEADLIGHT LOCATION**	Headlights Below Frt Warn Lts
O	5303-036	**FRONT TURN SIGNALS**	Frt Turn Signals Whelen M6 LED Above Frt Warn Rad Mnt w/Clr Lens
S	5336-015	**SIDE TURN/MARKER LIGHTS**	Side Turn/Marker Lts LED Tecniq S170
O	5302-018	**MARKER & ICC LIGHTS**	Marker & ICC Lts Face Mnt LED In Scene Lt
O	5350-104	**HEADLIGHT AND MARKER LIGHT ACTIVATION**	Hdlt & Mrkr Lt Actv Disp/Halo w/Mrkr Lts/Ign Sw
O	5305-353	**INTERIOR OVERHEAD LIGHTS**	Interior Overhead Lts Whelen 6" Red/Clear LED
S	5388-003	**INTERIOR OVERHEAD LIGHTING ACTIVATION**	Int Ovrhd Lt Actv Resp Dr & MUX
S	5403-062	**LIGHTBAR PROVISION**	Lightbar Prov Wire & Lwr Mnt Chassis Supply
O	5450N-01 1	**CAB FRONT LIGHTBAR MODEL**	Cab Front Lightbar Model Whelen - Not Listed/PreConfigured
O	5450-233	**CAB FRONT LIGHTBAR**	Cab Frt Ltbar Whelen Freedom F4N72QLED 12R2C Layout 1
O	5426-003	**LIGHTBAR SWITCH**	Lightbar Sw Disp
O	5317-158	**FRONT SCENE LIGHTS**	Frt Scene Lts FireTech FT-B-72-ML-W 12V LED 72" White
O	5329-003	**FRONT SCENE LIGHT LOCATION**	Frt Scene Lt Loc Ctr Brow Pos
O	5335-022	**FRONT SCENE LIGHTS ACTIVATION**	Frt Scene Lts Actv Disp & Lighted Momentary Rkr Sw
O	5306-153	**SIDE SCENE LIGHTS**	Side Scene Lts Whelen Pioneer LED 12V PCH2 0 Deg
O	5318-004	**SIDE SCENE LIGHT LOCATION**	Side Scene Lt Loc Upper Mid Rwd 10" Roof Position
O	5316-033	**SIDE SCENE ACTIVATION**	Side Scene Actv Indv Lighted Momentary Sw, Indv Disp Actv, Resp Side Doors
O	5330-035	**REAR SCENE LIGHTS**	Rear Scene Lts Body Mount Provision
O	5331-009	**REAR SCENE LIGHT ACTIVATION**	Rear Scene Lt Actv Sgl Sw MUX
S	5308-300	**GROUND LIGHTS**	Ground Lts Tecniq T44 LED
S	5386-004	**GROUND LIGHTING ACTIVATION**	Ground Lt Actv Prk Brk, Resp Sd Dr & Disp
O	5319-003	**UNDER BUMPER LIGHTS**	Under Bmpr Lts 4" LED Prk Brk & Marker Lts
S	5309-003	**LOWER CAB STEP LIGHTS**	Lwr Cab Step Lts Tecniq T44 LED
O	5382-007	**INTERMEDIATE STEP LIGHTS**	Intermediate Step Lts Tecniq D06 LED
S	5312-003	**ENGINE COMPARTMENT LIGHT**	Engine Cmpt Work Lt LED (1)

OPTICAL WARNING DEVICES

S	5406-119	**DO NOT MOVE APPARATUS LIGHT**	Do Not Move App Lt Flashing Red Tecniq K50 LED w/Alarm
O	5422-020	**MASTER WARNING SWITCH**	Mstr Warn Sw Disp w/Warning Lt Dimmer, Disp Dim & Prk Brk Interlock
S	5409-002	**HEADLIGHT FLASHER**	Headlight Flasher Alternating
S	5425-003	**HEADLIGHT FLASHER SWITCH**	Headlight Flasher Sw Disp

O	5401-079	**INBOARD FRONT WARNING LIGHTS**	Inboard Frt Warn Lts Whelen M6 LED TripleFlash 75 I/O Pattern Chrm Bezel
O	5413-003	**INBOARD FRONT WARNING LIGHTS COLOR**	Inboard Frt Warn Lts Color Red w/Clr Lens
O	5414-057	**OUTBOARD FRONT WARNING LIGHTS**	Outboard Frt Warn Lts Whelen M6 LED TripleFlash 75 I/O Pattern Chrm Bezel
O	5415-003	**OUTBOARD FRONT WARNING LIGHTS COLOR**	Outboard Frt Warn Lts Color Red w/Clr Lens
O	5432-220	**BUMPER FACE WARNING LIGHT**	Bmpr Face Warn Lt Whelen M6 LED TripleFlash 75 I/O Pattern
O	5433-004	**BUMPER FACE WARNING LIGHT COLOR**	Bmpr Face Warn Lt Color Red w/Clear Lens
O	5474-005	**BUMPER FACE WARN LOCATION**	Bmpr Face Warn Lt Location Ctr R/L OB
O	5423-003	**FRONT WARNING SWITCH**	Frt Warn Sw Disp
O	5404-080	**INTERSECTION WARNING LIGHTS**	Intersection Warn Lts Whelen M6 LED TripleFlash 75 I/O Pattern
O	5419-003	**INTERSECTION WARNING LIGHTS COLOR**	Int Warn Lts Color Red w/Clr Lens
O	5420-007	**INTERSECTION WARNING LIGHTS LOCATION**	Intersection Warn Lts Location Bumper Tail Ctr Position
O	5402-080	**SIDE WARNING LIGHTS**	Side Warn Lts Whelen M6 LED TripleFlash 75 I/O Pattern
O	5418-003	**SIDE WARNING LIGHTS COLOR**	Side Warn Lts Color Red w/Clr Lens
O	5412-002	**SIDE WARNING LIGHTS LOCATION**	Side Warn Lts Location Lwr Mid
O	5434-044	**AUXILIARY SIDE WARNING LIGHTS**	Aux Side Warn Lts Whelen M6 LED TripleFlash 75 I/O Pattern
O	5435-003	**AUXILIARY SIDE WARNING LIGHTS COLOR**	Aux Side Warn Lts Color Red w/Clr Lens
O	5436-003	**AUXILIARY SIDE WARNING LIGHTS LOCATION**	Aux Side Warn Lts Location Upper Frt
O	5424-003	**SIDE AND INTERSECTION WARNING SWITCH**	Side & Intersection Warn Sw Disp
O	5469-002	**TANK LEVEL LIGHTS**	Tank Lvl Lts FRC Max Vision
O	5470-002	**TANK LEVEL LIGHTS ACTIVATION**	Tank Lvl Lights Actv Prewire Rear of Cab
O	5471-003	**TANK LEVEL LIGHTS LOCATION**	Tank Lvl Lights Loc Rear Cab Sides Centered
O	5449-012	**REAR WARNING LIGHTS**	Rr Warn Lts LH IB Overhead Whelen TACTL5 Traf Advsr
O	5407-019	**INTERIOR DOOR OPEN WARNING LIGHTS**	Int Dr Open Warn Lts Amber Weldon 15" LED Dir Flsh

AUDIBLE WARNING DEVICES

O	5510-079	**SIREN CONTROL HEAD**	Siren Ctrl Head Whelen 295HFSC9
O	5514-102	**STEERING WHEEL HORN BUTTON SELECTOR SWITCH**	Horn Btn Sel Sw Elec Horn/Air Horn MUX Def Air Horn On
O	5526-004	**AUDIBLE WARNING LH FOOT SWITCH**	Audible Warning LH Foot Switch Siren
O	5526D-001	**MECHANICAL SIREN FOOT SWITCH LH**	Mechanical Siren Foot Switch LH Linemaster 491-S
O	5526E-001	**MECHANICAL SIREN FOOT SWITCH LH LOCATION**	Mechanical Foot Switch LH Location A-Pillar
O	5526F-001	**MECHANICAL SIREN FOOT SWITCH LH POSITION**	Mechanical Siren Foot Switch Position Outboard of Other Foot Switches
O	5529-002	**AUDIBLE WARNING LH FOOT SWITCH BRACKET**	Audible Warn LH Ft Sw Double Brkt 30Deg TPlate

O	5512-217	**AIR HORN AUXILIARY ACTIVATION**	Air Horn Actv Rkr Sw
O	5513-506	**MECHANICAL SIREN BRAKE/AUXILIARY ACTIVATION**	Mech Siren Actv Rkr Sw/Brk Sw/Brk Sw Disp
O	5532-002	**MECHANICAL SIREN INTERLOCK**	Mechanical Siren Interlock Park Brake & Master Warn
S	5505-002	**BACK-UP ALARM**	Back-Up Alarm Ecco 575

INSTRUMENTATION

S	5601-041	**INSTRUMENTATION**	Instrumentation Standard
O	5624-003	**BACKLIGHTING COLOR**	Backlighting Color White

COMMUNICATIONS SYSTEMS

O	5701-300	**RADIO**	Radio Jensen WB/AM/FM/BT
O	5736-100	**RADIO LOCATION**	Radio Overhead LH
O	5707-002	**AM/FM ANTENNA**	AM/FM Antenna LH Fwd Cab Roof
O	5737-200	**RADIO SPEAKERS**	Radio Speakers (4) Front/Rear
O	5727-002	**CAMERA RIGHT HAND**	Camera RH Teardrop
O	5728-012	**CAMERA REAR**	Camera HD Rear Box w/o Speaker
O	5731-004	**CAMERA DISPLAY**	Camera Display on Disp
S	5020-002	**PANEL LAYOUT**	Panel Layout

ADDITIONAL EQUIPMENT

S	8806-001	**FIRE EXTINGUISHER**	Fire Extinguisher Shiploose
S	8810-001	**DOOR KEYS**	Door Keys for Manual Locks (4)

SALES ADMIN

O	8030-021	**CHASSIS OPERATION MANUAL**	Chassis Operation Manual w/On-Board USB Storage
S	8031-024	**ENGINE & TRANSMISSION OPERATION MANUAL**	Eng & Trans Operation Man Eng Hard Copy/Trans Digital/Eng Owner Digital
O	8805-019	**CAB/CHASSIS AS BUILT WIRING DIAGRAMS**	Cab/Chassis As Built Wiring Diagrams w/On-Board USB Storage
S	8039-001	**SALES TERMS**	Sales Terms

ENGINEERING

O	9005-003	**DRIVELINE LAYOUT CONFIRMATION**	Driveline Layout Confirmation Completed
O	9006-003	**3D CHASSIS LAYOUT**	3D Chassis Layout Completed

PART NO	S	DESCRIPTION	QTY	ID
				ERVL
00-00-0050		LEGEND QW Data Book v10.25 Release: 1.19.2023 / Expires: 6.15.2023	1	ERVL
		BOILERPLATE		**ERVL**
00-00-1550		BOILER PLATE BEFORE BID - (Generic Specs)	1	ERVL
00-01-1000		|-- General Specifications (Generic Specs) Pumper	1	ERVL
00-01-1090		|-- NO Dealer Bio Entry (use drop down to add area for dealer info)	1	ERVL
00-03-1110		|-- Bid (Generic Specs) Drawing	1	ERVL
00-03-1211		|-- Approval / Pre-Con (Generic Specs) Drawing NO Pump Panel	1	ERVL
00-05-0500		|-- NO Bid Security	1	ERVL
00-06-1150		|-- NO Performance Bond	1	ERVL
00-07-1150		|-- NO Warranty Bond	1	ERVL
00-08-3100		|-- SINGLE SOURCE MANUFACTURER (CUSTOM CHASSIS OPTION) (Generic Specs)	1	ERVL
00-08-4000		|-- Tag On Order/Cooperative Purchasing Agreement	1	ERVL
00-10-4000		|-- Finite Element Analysis (Generic Specs)	1	ERVL
00-13-1000		|-- 2 Hard Copy Sets Supplied Component Info, (Generic Specs)-English	1	ERVL
00-30-5100		|-- NO Online Customer Interaction (Dealer May Provide)	1	ERVL
00-40-1000		|-- Liability Insurance, $10 mill, (Generic Specs)	1	ERVL
00-60-1000		|-- General Warranty -2 Year, (Generic Specs)	1	ERVL
00-70-0900		|-- Structural Warranty -10 years, Aluminum (Generic Specs)	1	ERVL
00-93-9300		|-- Paint Warranty - 10 year Prorated, Aluminum (Generic Specs)	1	ERVL
00-90-5700		|-- Waterous Warranty - 7 year	1	ERVL
00-90-7100		|-- Plumbing Warranty - 10 Year (Generic Specs)	1	ERVL

PART NO	S	DESCRIPTION	QTY	ID
00-91-3500		|-- Pro Poly Tank Warranty (Pre bid specs)	1	ERVL
00-91-9100		|-- Multi-plexed Electrical Warranty - 4 Year (Generic Specs)	1	ERVL
		UL/ULC CERTIFICATION AND PERFORMANCE TESTING		**ERVL**
00-10-1000		UL Testing-Pump & Low-Voltage Electrical Certification Test (1901)-DETAILED SPEC	1	ERVL
		MANUAL INFORMATION		**ERVL**
00-13-0200		Information & Extras Supplied, Pumper	1	ERVL
00-13-4005		|-- No Schematics Provided	1	ERVL
00-13-4015		|-- Warning and Information Labels-English	1	ERVL
		INSPECTIONS		**ERVL**
00-30-1900		NO Pre-Construction Conference	1	ERVL
00-30-4000		NO Final Inspection	1	ERVL
		TRAINING		**ERVL**
00-38-0000	S	NFPA 1901	1	ERVL
		DIMENSIONAL REQUIREMENTS		**ERVL**
00-95-1E50		NO Maximum Overall Length Requirement (Max OAL)	1	ERVL
00-95-2E00	S	Maximum Overall Height Requirement (10'-2")	1	ERVL
00-95-5E00	S	Maximum Wheel Base (184")	1	ERVL
		CHASSIS		**ERVL**
01-00-2006		Spartan Custom Chassis, Pumper **Dealer Create Quote**	1	ERVL
03-11-2505		|-- Bumper Extension (Chassis Provided) - Custom Chassis	1	ERVL
03-12-1005		|-- Hose Well (Chassis Provided)	1	ERVL
03-13-1000		|-- Hose Well Cover (Chassis Provided)	1	ERVL
04-00-4525		|-- Drive Line Modification/Pump Mounting (1/2 Chassis Provided)	1	ERVL
04-00-4600		|-- Drill Frame for Body Installation	1	ERVL
04-11-9005		|-- High Idle Switch (Chassis Provided)	1	ERVL
04-12-1500		|-- Back Up Alarm (Chassis Provided)	1	ERVL
04-18-1200		|-- Open Door Indicator Light (Chassis Provided)	1	ERVL
04-30-0050		|-- NO Intercom Package	1	ERVL
04-50-0100		|-- Charging System (Chassis Provided)	1	ERVL
04-60-0015		|-- Siren Controller (Chassis Provided)	1	ERVL
04-60-0100		|-- Siren Speaker, Custom Chassis	1	ERVL
04-60-0400		|-- Siren Speaker (Chassis Provided)	1	ERVL
04-70-1010		|-- Q2B Siren (Chassis Provided)	1	ERVL
04-85-0250		|-- Air Horns (Chassis Provided)	1	ERVL
04-87-0000		|-- Chassis Required Labeling & Miscellaneous Options, English, custom cab	1	ERVL
04-87-5000		|-- Apparatus Information Label, English	1	ERVL
04-87-5020		|-- Cab Helmet Warning Label (Chassis provided-English)	1	ERVL
04-92-1000		|-- Tire Pressure Indicators (Chassis Provided)	1	ERVL
04-95-0000		|-- NO Tire Chains	1	ERVL
05-01-1050		|-- Retro reflective Striping on Inside of Door Panels (Chassis Provided)	1	ERVL
05-02-2200		|-- Vehicle Data Recorder (Chassis Provided)	1	ERVL
05-10-1100		|-- ESC provided with chassis, selected by DEALER in chassis quote	1	ERVL
05-15-0154		|-- Helmet Restraints -FD Supplied & Installed	6	ERVL
06-20-0100		|-- Mud flaps - Rear Only	1	ERVL

PART NO	S	DESCRIPTION	QTY	ID
06-20-5100	S	|-- Cab Tilt Pendant Control -Lower Pump Access Panel-	1	ERVL
06-25-0010		|-- Horizontal Exhaust Extension (Chassis Provided)	1	ERVL
06-43-0200	S	|-- Air Tank Drain Lines -(extended)	1	ERVL
06-70-1005		|-- NO Map Binder Storage- Custom Cab Option only	1	ERVL
06-80-1005		|-- NO EMS Compartment-Custom Cab option only	1	ERVL
20-00-6005		|-- Heat Exchanger - (1/2 Chassis Provided)	1	ERVL
53-15-9600	S	|-- FUEL FILL ONLY, Cast Products Door/NO SCBA STORAGE IN WHEEL PANEL	1	ERVL
70-20-1200		|-- Engine Compartment Light, 12 Volt (Chassis Provided)	1	ERVL
70-34-0500		|-- Under Chassis Lights - Chassis Provided	1	ERVL
70-35-0100		|-- NO Under Front Bumper Ground Lights	1	ERVL
		PUMP COMPARTMENT/CONTROL		**ERVL**
20-00-0050		DISCHARGE RATINGS FOR PUMP FLOW-SEE PDF	1	ERVL
20-00-0100		Side Mount-Pump Compartment	1	ERVL
20-00-0250	S	|-- Pump Compartment- Vibra-Torq	1	ERVL
20-00-0275	S	|-- Pump Compartment Work Light-OSS LED	1	ERVL
20-00-0305	S	|-- Side Mount Panels	1	ERVL
20-00-0405	S	|-- Panel Finish- Brushed stainless steel	1	ERVL
20-00-0620	S	|-- Side Mount Pump Panel Lighting-OnScene "Access"-Emb Side Shields	1	ERVL
20-00-0680	S	|-- Side Pump Panel Light Activation-Switch at operator's panel	1	ERVL
20-00-0681	U	|-- Innovative Controls Six (6) Place Rocker Sw Housing	1	
20-00-0820	S	|-- Valve Control-Innovative Controls - Side Mount - {NEW}	1	ERVL
20-00-1000		|-- NO Diamond Plate on Overlay on Front of Pump Module	1	ERVL
20-00-1100	S	|-- Running Boards	1	ERVL
20-00-1105		|-- NO Running Board Hose Wells	1	ERVL
20-00-1995		|-- Pump Panel Components/Side Mount	1	ERVL
20-00-2020	S	|-- IC Apparatus Labeling - Deluxe Labels, English, Side Mount {NEW} (SEE PDF)	1	ERVL
20-00-3005		|-- PSG - Fire Research Corporation "InControl 400"	1	ERVL
20-00-3110		|-- Pump Panel Harness (Chassis Provided-Spartan only) -REQ InControl 400/TPG+	1	ERVL
20-00-4000		|-- Relief Valve - TFT, All Pumps	1	ERVL
20-00-4100		|-- UL Test Ports	1	ERVL
20-00-4205		|-- FRC TankVision WLA300-A00 Water Tank Level Gauge	1	ERVL
20-00-4315		|-- Driver Gauge for Chassis Installed Water Lights	1	ERVL
20-00-4605	S	|-- Air Horn Button	1	ERVL
20-00-5000		|-- NO Heater and Heat Pan	1	ERVL
20-00-7000	S	|-- Pump Compartment Top Overlay	1	ERVL
24-12-0310		|-- Waterous Pump, CSU 1500 GPM (full body)	1	ERVL
24-12-5010	S	|-- 48" Pump House Width (DOUBLE STACK CROSSLAY) ONLY	1	ERVL
24-13-0002		|-- Mechanical Seal	1	ERVL
24-13-0015		|-- Air Pump Shift (Chassis provided-Spartan chassis only)	1	ERVL
24-13-0040		|-- No Manual Override for Pump Shift Provided	1	ERVL
24-13-0050		|-- Air Primer w/ Push Button Control	1	ERVL
24-13-0100		|-- 6.0" Steamer Inlets with long handle caps (w/ logo)	1	ERVL

PART NO	S	DESCRIPTION	QTY	ID
24-13-0200	S	|-- Pump Cooling/Circulation Line	1	ERVL
24-13-0255		|-- (2) Pump Anodes	1	ERVL
24-13-0300		|-- Master Pump Drain	1	ERVL
24-13-0405	S	|-- Manual Drains-Class 1 J Style Lift	1	ERVL
24-13-0500		|-- Ball Valves - Akron	1	ERVL
24-13-0600		|-- Plumbing & Manifolds	1	ERVL
		INTAKE AND DISCHARGES		**ERVL**
24-13-1000	S	|-- 2.0" Tank Fill	1	ERVL
24-13-1100	S	|-- 3.5" Tank to Pump	1	ERVL
24-13-1150		|-- Tank to Pump Check Valve	1	ERVL
24-13-1200	S	|-- 2.5" Left Side Aux Inlet	1	ERVL
24-13-1400		|-- 2 .5" Intake Plumbing	1	ERVL
24-13-1450	S	|-- 2.5" Intake Termination-2.5" NST	1	ERVL
24-13-1300		|-- NO 2.5" Right Side Aux Inlet	1	ERVL
24-13-2000	S	|-- 2.5" Left Side Discharge	1	ERVL
24-13-2100		|-- 2.5" Side Discharge Plumbing	1	ERVL
24-13-5000	S	|-- 2.5" Discharge Termination- 2.5" NST w/ cap	1	ERVL
27-45-0005		|-- No Foam/CAFS supply to discharge	1	ERVL
24-13-2005		|-- NO Auxiliary Left Side Discharge {D-2 rearward position}	1	ERVL
24-13-2050	S	|-- 2.5" Right Side Discharge	1	ERVL
24-13-2100		|-- 2.5" Side Discharge Plumbing	1	ERVL
24-13-5000	S	|-- 2.5" Discharge Termination- 2.5" NST w/ cap	1	ERVL
24-13-3020		|-- 3.0" Right Side Discharge, 3" valve w/ 4" Plumbing	1	ERVL
24-13-3105		|-- 4.0" Side Discharge Plumbing	1	ERVL
24-13-5155	S	|-- 4" Discharge Term: 4" NST x 5" Storz Elbow w/cap	1	ERVL
24-13-4000	S	|-- 2.5" Left Side Rear Discharge	1	ERVL
24-13-4100	S	|-- 2.5" Rear Discharge Plumbing	1	ERVL
24-13-5000	S	|-- 2.5" Discharge Termination- 2.5" NST w/ cap	1	ERVL
27-45-0005		|-- No Foam/CAFS supply to discharge	1	ERVL
24-13-4200		|-- NO Left Rear Hose Bed Pre-connect	1	ERVL
24-13-6000		|-- 3.0" Deck Gun Discharge	1	ERVL
24-13-6100		|-- 3.0" Deck Gun Piping	1	ERVL
24-13-6160	S	|-- TFT Extenda-A Gun 18"-Manual	1	ERVL
		SPEEDLAYS AND CROSSLAYS		**ERVL**
24-13-7020		|-- Crosslays-Side Control	1	ERVL
24-13-7050	S	|-- Two (2) 1.75" Hose Crosslays - 2.0"	2	ERVL
24-13-7100		|-- 2" Discharge Plumbing-(Xlay/Splay)	2	ERVL
24-13-7200	S	|-- 2" NPT x 1.5" NST-Discharge Termination (Speedlay/Xlay)	2	ERVL
27-45-0020	S	|-- Foam Supply to Multiple Discharges	2	ERVL
24-13-7060		|-- One (1) 2.5" Crosslay	1	ERVL
24-13-7105		|-- 2.5" Discharge Plumbing (Xlay)	1	ERVL
24-13-7250	S	|-- 2.5" NPT x 2.5" NST-Discharge Termination-Xlay	1	ERVL
24-13-7310	S	|-- Crosslay Cover - 3/16" Aluminum Diamond plate	1	ERVL
24-13-7390		|-- NO Mechanical Latches for Hinged Crosslay Cover	1	ERVL
24-13-7505		|-- Crosslay Side Cover-Dealer provide	1	ERVL
78-00-5110	S	|-- One (1) OnScene 60" Crosslay Light	1	ERVL
78-00-5205	S	|-- Crosslay Light Activation- Panel Light Switch	1	ERVL

PART NO	S	DESCRIPTION	QTY	ID
24-13-8010		|-- 1.5" Front Bumper Discharge	1	ERVL
24-13-8100		|-- 2" Discharge Plumbing-Front bumper discharge	1	ERVL
24-13-8200	S	|-- 2" NPT x 1.5" NST-FBD Discharge Terminate on RS Gravel Shield	1	ERVL
24-13-8405		|-- NO Air Blowout	1	ERVL
27-45-0010		|-- Foam Supply to Single Discharge	1	ERVL
24-13-8500		|-- NO Air Blowout	1	ERVL
24-15-0010	S	|-- NO Booster Reel	1	ERVL
24-15-0100	S	|--	1	ERVL
24-15-0200		|-- NO Hose Reel Blowout	1	ERVL
24-15-0305		|--	1	ERVL
24-15-0410		|--	1	ERVL
24-15-0505	S	|--	1	ERVL
24-20-0005		|-- DISCHARGE GAUGES	1	ERVL
24-20-0015	S	|-- Innovative Controls TC 2.50 inch gauge	1	ERVL
24-20-0105		|-- 0-400 PSI Scale Reading-Gauge	1	ERVL
24-20-0205		|-- Black on White gauge face	1	ERVL
24-20-0410		|-- ER style Deluxe Bezels for Gauges (2.5" gauges only)	1	ERVL
27-10-0200		|-- FoamPro 1600 Foam System	1	ERVL
27-20-0100		|-- Foam System Testing	1	ERVL
27-30-0010	S	|-- Sgl Foam Tank - 20 gallon, Poly - Internal	1	ERVL
27-35-0005		|-- NO Foam Fill - Foam Tank Refill System-	1	ERVL
27-35-0025	S	|-- System Plumbed to 1 Tank	1	ERVL
27-35-0050		|-- Single tank 1" drain	1	ERVL
27-40-0005		|-- FRC TankVision WLA360 Class A Foam Gauge (panel)	1	ERVL
		PUMPER BODY		**ERVL**
31-20-1000		Vibra-Torque Body Mounting, Pumper	1	ERVL
31-31-0100		NO Compartment Drains (REQ FOR ULC, ADD BY DROP DOWN)	1	ERVL
31-31-5000		Compartment Vent System -chrome-	1	ERVL
32-01-1100		=BODY SIDE/REAR COMPARTMENT CONFIGURATIONS/PDF=	1	ERVL
32-04-156A	S	1560-3 Legend Pumper Body (Formerly 'A' Design)	1	ERVL
32-00-1000	S	|-- 1/8" Aluminum Body - Legend (DO NOT USE FOR LOW SIDE OR SAO PAULO STYLE)	1	ERVL
32-42-1980	S	|-- Rear Compartment - Roll up Door - ROM	1	ERVL
32-46-0105		|-- Roll-up door protector (Rear Compartment)-Natural Finish	1	ERVL
35-05-1560		|-- ROLL-UP DOORS - 1560 (4) Full Height/ (2) Over Wheel	1	ERVL
35-05-1999		|-- ROM Corporation (Roll-Up Doors)	1	ERVL
35-05-2200		|-- Side Compartment Doors, Track & Trim to be Wet Painted	1	ERVL
35-05-220R		|-- Rear Compartment Door, Track & Trim to be Wet Painted	1	ERVL
35-05-2805		|-- Roll-Up Door Protectors (Side Compartments)-Natural Finish	1	ERVL
35-05-3000		|-- Roll-Up Door Assist Straps	1	ERVL
70-21-2000		|-- Door Open Switch and Warning Light - Roll Up Doors	1	ERVL
36-00-0025	S	|-- Compartment Lighting (2) LED Tube Lights per Compartment, OnScene Access	1	ERVL
50-15-4000		|-- Hose Bed Description - Pumper	1	ERVL
50-16-0015		|-- Hose Bed Finish - Brushed SST Overlay -	1	ERVL

PART NO	S	DESCRIPTION	QTY	ID
50-20-1000		|-- Hose Bed Divider(s) w/ hand cut-out	2	ERVL
50-20-9005		|-- No Specific Hose Load Specified-Will Meet NFPA 1901 requirements	1	ERVL
50-30-1515	S	|-- Hosebed Riser -15"/Catwalk 1560 1/8" Alum Standard Depth Comp.	1	ERVL
50-35-0205	S	|-- Embossed Aluminum Diamond Plate Hosebed Cover	1	ERVL
50-41-5110		|-- Rear Flap (Dealer Provided)	1	ERVL
64-10-0200		|-- NO Backboard Storage Sleeves	1	ERVL
70-31-1010	S	|-- Hosebed Cover Lighting, (2) LED Tube Lights per Cover, OnScene Access	1	ERVL
50-45-0030		|-- NO Hose Bed Spot Lights (Use w/ Tele-light option)	1	ERVL
50-50-0010	S	|-- Dunnage Area in Hose bed	1	ERVL
61-00-4000		|-- Pro Poly Tank Verbiage -Pumper-	1	ERVL
61-00-5620		|-- Pro Poly Tank - 1000 gal	1	ERVL
61-00-5705	S	|-- Fill Tower & Overflow 6" (1000 gal and greater)	1	ERVL
61-00-6010		|-- NO Rear Tank Fill, Left Rear	1	ERVL
61-10-0000		|-- NO Rear Tank Dump Package	1	ERVL
62-10-0100	S	|-- Ladder Compartment Storage beside Booster Tank - Right side	1	ERVL
90-09-5000		|-- Duo Safety Ground Ladders -ER Provided (24' 2 sect Ladder pkg)	1	ERVL
90-11-2000		|-- Duo Safety 24' Alum 900A 2 sect	1	ERVL
90-12-1400		|-- Duo Safety 14' Alum 775A roof	1	ERVL
90-13-2000		|-- Duo Safety 10' Alum 585A attic	1	ERVL
32-42-5500		Overlays- Diamond plate Front and Smooth (Aluminum Rear of Body)	1	ERVL
52-20-1100	S	Roll-Out Drawer for Wheel Well - (Left Side-L2)	1	ERVL
52-20-1051		SCBA Storage Bins in Wheel Well Compartment - (Right Side-R2)	1	ERVL
52-20-4000	S	|-- Wheel Well Compartment Shelf - Split Depth	1	ERVL
52-21-0100		Vertical Unistrut Installed in ALL Apparatus Compartments, Pumper	1	ERVL
52-21-0110		NO Horizontal Unistrut Installed Over Wheel Apparatus Compartments, Pumper	1	ERVL
		SHELVING		**ERVL**
52-21-1005	S	Shelving-Dealer USE DROP DOWNS TO ADD	1	ERVL
52-21-1250		|-- {QTY} Upper Half/Split Depth x Full Width - Shelf *ADD LOCATIONS W/ PKG OPT INDI	3	ERVL
52-22-1263		|-- Shelf(s) located in L3 Compartment	1	ERVL
52-22-1266		|-- Shelf(s) located in R1 Compartment	1	ERVL
52-22-1268		|-- Shelf(s) located in R3 Compartment	1	ERVL
52-23-1305		|-- Reduce Shelf depths by 1" for Tool Board installation	3	ERVL
52-21-1350		|-- {QTY} Full Depth x Full Width - Shelf***ADD LOCATIONS W/ PKG OPT INDICATOR***	1	ERVL
52-22-1261		|-- Shelf(s) located in L1 Compartment	1	ERVL
52-23-1300		|-- NO Shelf Depth Modifications-FOR TOOL BOARDS	1	ERVL
52-24-0002		NO ROLL-OUT Trays	1	ERVL
52-26-1805		DA Finish for All Shelves and Trays	1	ERVL
52-27-1020		NO Protective Matting for Floors	1	ERVL
52-27-1025		NO Protective Matting for Shelves & Trays	1	ERVL
52-30-0005		NO Tool Boards	1	ERVL
52-40-0050		NO SCBA Clips	1	ERVL

PART NO	S	DESCRIPTION	QTY	ID
		BODY TRIM		**ERVL**
52-50-1000		Wheel Well panels to be painted	1	ERVL
54-10-1200		Brushed Stainless Steel Trim Package, Rub Rails/Sill/Body Corners -Pumper	1	ERVL
54-10-3000	S	|-- Anodized Aluminum Side Rub Rails	1	ERVL
54-10-6000		|-- Anodized Aluminum Rear Rub Rails	1	ERVL
54-12-1000		|-- Rub Rail Retro-Reflective Striping (Diamond Grade)	1	ERVL
54-12-1020		|-- Stripe to be Red	1	ERVL
54-13-1000		|-- Brushed Stainless Steel Sill Plates	1	ERVL
54-13-2000	S	|-- Full Height Brushed Stainless Steel Body Corner Trim	1	ERVL
54-20-1005		Rear Fenderettes to be Polished Aluminum	1	ERVL
		TAILBOARD		**ERVL**
56-60-1050		Rear Tailboard - Flat Back	1	ERVL
56-61-3650	S	Step - 17.5" Deep w/ 1/8"Embossed TB Overlay	1	ERVL
56-80-1050	S	Intermediate Rear Step - (10.0" Deep)	1	ERVL
58-30-0600	S	|-- Intermediate step Lighting, OnScene Access LED Tube 38"	1	ERVL
58-30-3005		|-- Step Light Activation-Park Brake	1	ERVL
		FOLDING STEP AND HANDRAILS		**ERVL**
58-36-0000	S	FOLDING STEPS, IC Illuminated LED	1	ERVL
58-36-0105	S	|-- Three (3) Left Front Illuminated Steps	1	ERVL
58-30-3005		|-- Step Light Activation-Park Brake	1	ERVL
59-82-4000	S	|-- (1) Handrail, knurled Alum/LED - above forward steps	1	ERVL
58-36-0205	S	|-- Three (3) Right Front Illuminated Steps	1	ERVL
58-30-3005		|-- Step Light Activation-Park Brake	1	ERVL
59-82-4000	S	|-- (1) Handrail, knurled Alum/LED - above forward steps	1	ERVL
58-32-0100		|-- NO Left Rear Folding Steps	1	ERVL
58-38-0105	S	|-- Three (3) Right Rear Illuminated Steps	1	ERVL
58-30-3005		|-- Step Light Activation-Park Brake	1	ERVL
59-82-4600		|-- NO 10" HANDRAIL WITH REAR FOLDING STEPS	1	ERVL
58-60-1000	S	(Set of 2 Rear & 2 on Pump Mod) Knurled Alum/Illuminated LED	1	ERVL
		REAR TOW		**ERVL**
60-20-3000		Rear Tow Eyes -Pumper	1	ERVL
		BODY/COMPARTMENT FINISH		**ERVL**
69-71-0500	S	Painting/Finishing Specifications - Pumper	1	ERVL
69-72-0600	S	Paint Color - Sikkens FLNA 32528 Red	1	ERVL
69-81-1050	S	Compt. to have Bed Liner Finish, Alum	1	ERVL
69-90-0400		|-- Superliner Medium Gray Color	1	ERVL
		12V ELECTRICAL		**ERVL**
70-00-1100		Multiplex Body Low Voltage Electrical System (Chassis Multiplex or Hardwire)	1	ERVL
70-00-1115		|-- NO TRANSLATION FOR VISTA (export only/add when needed for Vista)	1	ERVL
70-00-2000		|-- NO VFD Display	1	ERVL
70-35-1115		TecNiq T44 4" Round LED Underbody Lights - Qty 6	1	ERVL
70-35-1210		|-- Underbody Perimeter Light Activation-Match Chassis Programming	1	ERVL
		DOT LIGHTING		**ERVL**

PART NO	S	DESCRIPTION	QTY	ID
71-80-1100	S	TecNiq DOT Lighting (7 total LED)	1	ERVL
71-80-1300		TecNiq DOT Intermediate Turn/Marker Lights, required for >30' apparatus	1	ERVL
71-80-1500	S	|-- Intermediate Turn Signals (mid turn, steady burn)	1	ERVL
		WARNING LIGHTS		**ERVL**
72-2A-0010	S	Whelen Upper Lighting Package	1	ERVL
72-2A-0105		|-- Upper Zone A-Whelen	1	ERVL
72-2A-0130		|-- Lightbar (Chassis Provided)	1	ERVL
75-02-1000		|-- Lightbar switched -chassis provided	1	ERVL
72-2M-0005		|-- Upper Zone C Warning-Whelen	1	ERVL
72-2M-0145	S	|-- Zone C (2) L31H LED Beacons	1	ERVL
75-02-9005	S	|-- Rear Lights are Red with Clear Lenses	1	ERVL
75-02-1430		|-- Upper Rear Lights Switched w/E-Master & Secondary Switch (Vista Display)	1	ERVL
75-18-1900	S	|-- Auxiliary Upper B&D Warning Lights- WION	1	ERVL
74-2A-1000	S	Whelen Lower LED Lighting Package (KNOW REQUIREMENTS/QTYS)	1	ERVL
74-2B-0005		|-- Lower Zone A Warning -Whelen	1	ERVL
74-2B-0010		|-- Lower Zone A Warning (Chassis Provided)	1	ERVL
75-18-0002		|-- Lower Front Lights Switched -chassis provided	1	ERVL
74-2F-0005		|-- Lower Zone B&D Warning -Whelen	1	ERVL
74-2F-0550		|-- Zone B&D - (4) Whelen M6 Series Super-LED, Chrome Bezels	1	ERVL
75-05-0225	S	|-- Side Lights programmed for TripleFlash 75 in/out	1	ERVL
75-10-0310		|-- Side Lights are Red with Clear Lenses	1	ERVL
75-15-0120		|-- (4) Side Lights Located- Rear Wheel Panel/Tailboard	1	ERVL
74-2F-5000		|-- NO Auxiliary Lower Zone B/D Warning	1	ERVL
74-2F-6000		|-- NO Additional Lower Zone B/D Warning	1	ERVL
74-6J-0015		|-- Lower Zones B&D Cast Aluminum Angled Light Housing with Painted Insert	1	ERVL
75-18-0120		|-- Lower Side Lights Switched w/E-Master & Secondary Switch (Vista Display)	1	ERVL
74-2J-0005		|-- Lower Zone C Warning -Whelen	1	ERVL
74-2J-0040		|-- Zone C - (2) Whelen M9 Series Super-LED, Chrome Bezels	1	ERVL
75-05-0425	S	|-- Rear Lights programmed for TripleFlash 75 in/out	1	ERVL
75-10-0610		|-- Rear Lights are Red with Clear Lenses	1	ERVL
75-18-0220	S	|-- Lower Rear Lights Switched w/E-Master & Secondary Switch (Vista Display)	1	ERVL
75-20-0325	S	|-- Whelen Super LED Brake/Turn/Back-Up Assembly, M9-Series	1	ERVL
75-20-0810		|-- Individual Bezel Mounts, Chrome	1	ERVL
75-21-0010		|-- Backup Lights to illuminate in reverse only	1	ERVL
		REAR OPTICAL		**ERVL**
76-30-0100		Rear Traffic Advisor	1	ERVL
76-32-3000	S	|-- Whelen Individual IONS-Amber, Black Bezls (8) w/Non Reflective Black Vinyl	1	ERVL
77-00-0010		Rear View Camera (system)	1	ERVL
77-00-0025	S	|-- Chassis Provided (for camera installation center rear of body)	1	ERVL
		12V SCENE LIGHT		**ERVL**

PART NO	S	DESCRIPTION	QTY	ID
78-55-1430	S	(2) Whelen Pioneer PCH2 LED Scene Lights w/ flange, Chrome Bezel	1	ERVL
82-24-1020	S	|-- Side Stationary Scene light switched on the rocker panel	1	ERVL
78-56-1135		(2) Whelen M9 LED Scene Lights w/flange, Chrome Bezels, one each side	1	ERVL
82-24-1030	S	|-- Rear Stationary Scene light switched on the rocker panel and reverse	1	ERVL
78-90-1000		NO 12 Volt Telescoping Lights, REAR BODY	1	ERVL
78-90-1020		NO 12 Volt Telescoping Lights, REAR CAB	1	ERVL
79-10-1000		NO 12V Brow Light	1	ERVL
		GENERATORS		**ERVL**
80-05-0000		NO Generator Or 120V AC Options	1	ERVL
80-85-0010		|-- Line Voltage Outlets (Shore power does not req generator)	1	ERVL
80-85-0040		|-- NO Generator Powered 120v Outlets (WHEEL PANEL LOCATION)	1	ERVL
80-85-0045		|-- NO Generator Powered 240v Outlets (L6-30, B-1)	1	ERVL
80-85-0050		|-- NO Shorepower Outlets (Chassis cab interior)	1	ERVL
88-50-0500		Reflective Stripe - Dealer Supplied & Installed	1	ERVL
88-53-1000	S	Diamond Grade Retro-Reflective Chevron Striping- Pumper	1	ERVL
88-53-5010		|-- Diamond Grade Retro-Reflective Chevron Striping-Severe Duty Style Bumper	1	ERVL
88-53-6010		|-- Retro-Reflective Striping - Red/ Fluorescent Yellow-Green	1	ERVL
88-70-1050		Lettering-Dealer Supplied & Installed	1	ERVL
		LOOSE EQUIPMENT AND EXTRAS		**ERVL**
88-78-3000		Cast Aluminum License Plate Bracket -LED Light (open bottom)	1	ERVL
88-78-5010		|-- License Plate Bracket Location Right Side	1	ERVL
90-03-1150		Wheel Chocks - Dealer Provided & Installed	1	ERVL
90-50-0110		FD Supplied Portable Hand Lights	1	ERVL
90-60-0000	S	NFPA Equipment, Pumper	1	ERVL

SUTPHEN

PROPOSAL

TO THE:
Riviera Beach Fire Rescue
Attn: Chief John Curd
600 West Blue Heron Blvd
Riveria Beach, FL 33404

DATE: January 1, 2025

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal:

One (1) Sutphen Heavy Duty Monarch Custom Pumper Complete and Delivered

for the Total Sum of $1,062,821.03

NOTE: If you pay the invoice for each truck within 72 hours of its' arriving at South Florida Emergency Vehicles, you may deduct $ 15,000.00 per truck for a payment of $ 1,047,821.03 each.

****Pricing is based on Sourcewell Cooperative Purchasing Contract #113021-SUT.**

The apparatus and equipment being purchased hereunder shall be completed within approximately 36 to 38 after the Sutphen's receipt and approval of Purchaser's acceptance of this Proposal.

This Proposal shall be valid until 01-15-2025. If a Purchase Agreement or Purchase Order is not received by Sutphen by 01-15-2025, Sutphen reserves the right to extend, withdraw, or modify this Proposal, including pricing, delivery times, and prepayment discounts, as applicable.

Respectfully submitted,

SF EV
SOUTH FLORIDA EMERGENCY VEHICLES

David Stonitsch
South Florida Emergency Vehicles
Authorized Representative for Sutphen Corporation

TERMS & CONDITIONS

Changes to National Fire Protection Association ("NFPA") 1900, Environmental Protection Agency ("EPA") or changes legislated by Federal, State or Local Governments *or* changes in parts availability or vendor relationships that impact the cost to manufacture the truck may incur additional charges which shall be borne by the Purchaser. These may include but are not limited to changes that affect the major vendors of the fire apparatus industry such as pump manufacturers, seat manufacturers, electrical power supplies (generators) and powertrain (engine & transmission). Any such changes shall be documented on a change order executed by both Sutphen and Purchaser.

Sutphen shall provide written notice to the Purchaser as soon as it reasonably believes any cost increase provision may be invoked. Sutphen shall provide, upon written request, documentation of such changes and increases.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made at the time of final inspection at the factory. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion:(a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.

Sutphen Component Report Dealership: South Florida Emergency Vehicles	HS- Riviera Beach Fire Rescue, Florida Program Pumper
	Order#: DQ019516-1 Contact: Lorenzo Johnson Position: Fire Chief Phone: 561-386-1311 Mobile: Email: ljohnson@rivierabeach.org

Bill To	Ship To
Customer: Riviera Beach Fire Rescue Contact: Lorenzo Johnson, Fire Chief Address: 600 West Blue Heron Blvd. Riviera Beach , Florida 33404	Customer: Riviera Beach Fire Rescue Contact: Lorenzo Johnson, Fire Chief Address: 600 West Blue Heron Blvd Riviera Beach, Florida 33404

Comments
Project Manager: Sales Person: Dwayne Woodard Revision Level: Truck Type: Body Facility:

Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1		1	**ENG PTA Number = TBD
2	Urbana	1	Facility = Urbana
3		1	**ENG Truck Series = Program Pumper
4		1	**ENG Pump Module Series = F-Series Module
5		1	**ENG Electrical System = Point-to-Point
6	Sourcewell	1	Cooperative Purchasing =Sourcewell
7	10000225	1	STD WIRING SCHEMATIC (USB)
8	10310100	1	CHASSIS
			CHASSIS
9	10010006	1	CHASSIS, CUSTOM
10	51010105	1	WHEELBASE = 188.5
11		1	**ENG Wheelbase Note = Wheelbases and component designs may be subject to change pending finalized designs from Cummins on 2027 EPA compliant aftertreatment systems.
12	25010100	1	FRAME, 10" DOUBLE RAILS, SINGLE AXLE (50K PSI)

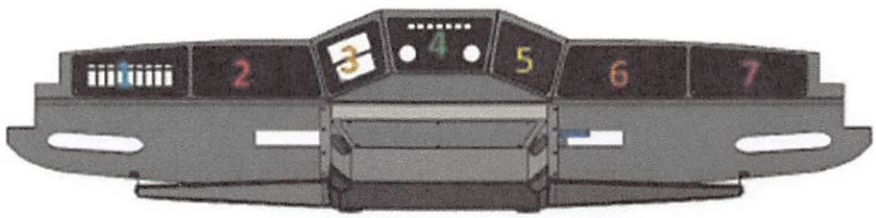
Line	Item #	Qty	Item Description/Comments
13	45040100	1	FRONT BUMPER CLIP
14	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
15	46010000	1	REAR TOW EYES, PAINTED
16	40010250	1	STEERING - ROSS TAS-85
17	40010500	1	STEERING GEAR WARRANTY, ROSS, 1-YEAR
18	22010000	1	DRIVE LINE, SPICER, 1710 SERIES
19	23015010	1	ENGINE, CUMMINS X10 MHD 450HP DOC-DPF-DEF-SCR OBD
20	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
21	23029400	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
22	23030006	1	AIR INTAKE/EMBER SEPARATOR
23	23031177	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, DAVCO 382 (X10, X15)
24	23031222	1	FUEL FILTER, SECONDARY (X10, X15)
25	47012510	1	TRANSMISSION, ALLISON GEN 6, EVS3000 (L9, X10MHD)
26	47020100	1	TRANSMISSION WARRANTY, ALLISON, 5 YEARS
27	23110000	1	JACOBS ENGINE BRAKE
28	47024050	1	TRANSMISSION COOLER
29	47030000	1	ALLISON TOUCH PAD SHIFTER
30	47030130	1	SHIFTER PAD GEARING, 5 GEARS OPEN, 6TH GEAR VIA MODE BUTTON
31	21021200	1	COOLING SYSTEM
32	21030000	1	FAN CLUTCH
33	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
34	26010010	1	FUEL TANK, STAINLESS STEEL, 65 GAL
35	26030000	1	FUEL FILL
36	26030100	1	FUEL COOLER
37	24040000	1	DIESEL EXHAUST FLUID TANK
38		1	**ENG DEF Access = Hinged Door for DEF Access.

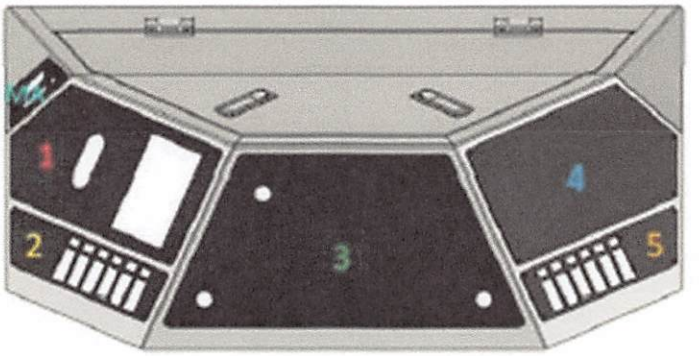
Line	Item #	Qty	Item Description/Comments
39	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003
40		1	**ENG Alternator Note: A special light tower and/or inverter will require a minimum 415 amp alternator.
41	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
42	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
43	15030215	1	MASTER BATTERY DISCONNECT SWITCH
44	15031700	1	BATTERY JUMPER TERMINALS
45	15031510	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012
46		1	**ENG Battery Charger Note: Chassis Division to provide/install battery charger & Auto Eject (if applicable)
47	15030465	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ OLED DISPLAY 091-55-266-XX
48		1	**ENG Shoreline Inlet Location = Driver's side of Cab, standard location.
49		1	**ENG Shoreline Cover Color = Red.
50	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.
51	14030120	1	FRONT AXLE WARRANTY, HENDRICKSON, 5 YEARS
52	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS
53	41030035	1	FRONT SUSPENSION WARRANTY, HENDRICKSON, 3 YEARS (PAIRED W/HENDRICKSON REAR SUSPENSION)
54	41040510	1	STEER ASSIST
55	43010306	1	FRONT TIRES, GOODYEAR 385/65R22.5 LRJ ARMOR MAX PRO 22.5 x 12.25 WHEELS
56	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.
57	14530010	1	REAR AXLE WARRANTY, MERITOR, 3 YEARS
58	14530100	1	TOP SPEED, 68 MPH
59	42010015	1	REAR SUSPENSION, HENDRICKSON FIREMAAX 27,000 LBS. AIR RIDE
60	42030035	1	REAR SUSPENSION WARRANTY, HENDRICKSON, 3 YEARS (PAIRED W/HENDRICKSON FRONT SUSPENSION)
61	44010308	1	REAR TIRES, GOODYEAR 12R22.5 X 8.25 LRH ENDURANCE RSA HIGHWAY 24,000 - 27,000 GVWR
62	42910300	1	TIRE PRESSURE MONITOR, QUICK PRESSURE
63	44210200	1	WHEELS, ALUM, ALCOA (max 27K rear)
64	44270100	1	HUB COVERS, FRONT & REAR, POLISHED STS (Single Axle)

Line	Item #	Qty	Item Description/Comments
65	44270300	1	CHROME LUG NUT CAPS, FRONT & REAR (Single Axle)
66	44271100	1	MUD FLAPS, FRONT (PAIR)
67	44271200	1	MUD FLAPS, REAR (PAIR)
68	16010255	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 7" REAR (SINGLE AXLE)
69	18010041	1	AIR BRAKE SYSTEM 4 TANKS WABCO 1200 DRYER (24K, 27K)
70	18015000	1	WABCO ABS BRAKING SYSTEM WARRANTY, 3 YEARS /300,000 MILES
71	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
72	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS
73	18030140	1	AIR INLET CONNECTION W/CHECK VALVE
74		1	**ENG Standard Air Inlet Location = Left hand side of Driver's step well.
75	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
76	18036105	1	TIMER, KUSSMAUL AUTO PUMP
77	18210000	1	ELEC STABILITY CONTROL SYST
78	18110050	1	WABCO 4 CHANNEL ANTI-LOCK BRAKES W/ASR (24K, 27K)
79	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
80	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
81	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
82	10310110	1	CAB
			CAB
83	11023292	1	CAB TSAL4K 62" 10" RR 1/2
84	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
85	11030950	1	CAB LOCKDOWN LATCHES
86	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
87	11031030	1	CAB TILT CONTROL LOCATION, OFFICER'S SIDE PUMP PANEL
88	11031100	1	MANUAL BACK-UP TILT SYSTEM
89	11031350	1	CAB DOORS, FULL LENGTH (4)
90	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE

Line	Item #	Qty	Item Description/Comments
91	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
92	11031421	1	CAB DOOR WINDOWS, POWER (4)
93	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
94	11031460	1	NO WINDOWS, BACK WALL OF CAB
95	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (4)
96	52010010	1	ELECTRIC INTERMITTENT WIPERS
97	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED
98		1	**ENG Override Switch to Re-Engage Wipers? = Yes.
99	52030200	1	WINDSHIELD WASHER RESERVOIR
100	38010015	1	MIRRORS LANG MEKRA 300 SERIES REMOTE
101	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X SERIES)
102	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED
103		1	**ENG LED backlight color for upper grille = Red
104	11024605	1	LOWER GRILLE, POLISHED STAINLESS (X SERIES)
105	20010085	1	BUMPER, 24" POLISHED STAINLESS STEEL
106		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.
107	20029800	1	BUMPER SIDES, DIAMONDPLATE
108	20040215	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (24" BUMPER)
109	20040300	1	1" LIP AROUND BUMPER TROUGH
110	20030120	1	STORAGE WELL COVER, TREADPLATE, 4" RAISE
111	20030510	1	CUT-OUT IN STORAGE WELL COVER
112	12010500	1	AIR HORNS, DUAL, GROVER #2040 RECTANGULAR, BEHIND PERFORATION
113		1	**ENG Air Horns Location: Outboard, (1) each side.
114	12030015	1	AIR HORNS CUTOUTS IN BUMPER, BEHIND PERFORATIONS (X SERIES)
115	12030310	1	FOOT SWITCH, OFFICER'S SIDE
116	12030350	1	LANYARD CONTROL FOR AIR HORNS

Line	Item #	Qty	Item Description/Comments
117	12510110	1	ELEC SIREN, WHELEN 295HFS2, REMOTE FLUSH MOUNT
118		1	**ENG Electronic Siren Control = Operated at control head only.
119	12620200	1	SIREN SPEAKER, 100W, WHELEN, SA314B, BLACK FINISH
120	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
121	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
122		1	**ENG Q2B Wiring = Wired to Emergency Master then shed with parking brake on.
123	12730205	1	MECH SIREN WIRED TO STEERING WHEEL BUTTON
124	12730310	1	FOOT SWITCH, OFFICER'S SIDE, FOR MECH SIREN
125	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE
126		1	**ENG Siren Brake Switch for Driver in Lower Console Position 2.
127		1	**ENG Siren Brake Switch for Officer in Lower Console Position 5.
128	32520525	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS (TRIPLE UPPER WARNING)
129		1	**ENG Headlight Interior Finish = Chrome.
130	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT
131	48010305	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4) (LOWER HOUSING)
132	32530754	1	ICC, LED BROW LIGHT INTEGRATED MARKERS
133	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
134	27030615	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (2)
135	27030655	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (2)
136	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
137	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
138	27040100	1	INTERIOR DOOR, NYLON STRAP (FRONT & REAR CAB DOORS)
139	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
140	31010285	1	INTERIOR, MULTISPEC BLACK SPECKLE PAINT W/GRAY-BLACK DURAWEAR
141	11032929	1	DOOR PANEL, FULL STS
142	31010290	1	CAB INTERIOR FLOOR COVERING, GRAY RUBBERIZED

Line	Item #	Qty	Item Description/Comments
143	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
144	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
145	11031681	1	TOOL MOUNTING PLATE, TOP OF ENGINE ENCLOSURE
146	11031677	1	CENTER CONSOLE NOT PROVIDED
147	22610050	1	ENGINE HOOD LIGHT, LED (1)
148	11031515	1	COMPUTER TRAY W/STATIONARY STORAGE
149	11031702	1	UPPER CREW DOOR AREA, GLOVE BOX HOLDERS (FLAT BACK)
150	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
151	30010130	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES
		1	Upper Command Console: 
152		1	**ENG Overhead Console Position 1 -Switch #1: Master Emergency -Switch #2: RotoRay (if applicable) -Switch #3: Alternating Headlights (if applicable) -Switch #4: Front Scene -Switch #5: Left Scene -Switch #6: Right Scene -Switch #7: Rear Scene -Switch #8: Ground Lights (if applicable)
153		1	**ENG Overhead Console Position 2 -AM/FM Radio or Camera Monitor
154		1	**ENG Overhead Console Position 3 -HVAC controls.
155		1	**ENG Overhead Console Position 4 -Warning Indicators -Seat Belt Monitor -Disengage Button -Air Horn Lanyards (if applicable)
156		1	**ENG Overhead Console Position 5 -Blank
157		1	**ENG Overhead Console Position 6 -Setcom Intercom Control Head (if applicable)-or AM/FM Radio
158		1	**ENG Overhead Console Position 7 -Switch #1: Front Scene (if applicable) -Switch #2: Left Scene (if applicable) -Switch #3: Right Scene (if applicable) -Switch #4: Rear Scene (if applicable) -or AM/FM Radio (if switch cluster on pump panel)

Line	Item #	Qty	Item Description/Comments
159	30010508	1	LOWER COMMAND CONSOLE, X10
			
160		1	**ENG Lower Console Position 1 -Transmission Touch Pad - Cab Pump Shift
161		1	**ENG Lower Console Position 2 -Switch #1: Jake On/Off -Switch #2: Jake Low/Med/High -Switch #3: High Idle -Switch #4: Needs clarified, max of three position switch (city horn - required, pick up to two - E Siren, Mech Siren, Air Horns) potentially make air horns lanyard only..... -Switch #5: Siren Brake -Switch #6: Tire Chains (Rocker Switch with Push Guard) - (if applicable)
162		1	**ENG Lower Console Position 3 -Parking Brake - Traffic Advisor Control Head (Mounted above Whelen Siren Head) (if applicable) - Whelen Siren Head (Mounted as low as possible) - 12V Power Points. (Called out below)
163		1	**ENG Lower Console Position 4 -Blank
164		1	**ENG Lower Console Position 5 -Switch 1: Master Emergency -Switch 2: Air Horns (if applicable) -Switch 3: Mech Siren (if applicable) -Switch 4: Siren Brake
165	30010610	1	CAB PUMP SHIFTER, ELECTRIC W/ROUND KNOB (FOR HALE G-SERIES PUMP TRANSMISSION)
166	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
167	30031610	1	DO NOT MOVE LIGHT, WHELEN TIR3 LED
168		1	**ENG Details for Door Ajar Light = Red LED, Clear Lense, Black Bezel
169		1	**ENG Door Ajar Light Location = Overhead Console 4.
170	30031650	1	DO NOT MOVE ALARM
171	30031675	1	DO NOT MOVE DISENGAGE BUTTON
172	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
173	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II

Line	Item #	Qty	Item Description/Comments
174	30031100	1	HIGH IDLE SWITCH
175	11040000	1	CAB ACCESSORY FUSE PANEL
176	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
177		1	**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery ignition off. (1) 12-volt 30-amp switched battery first position on ignition switch. (1) 12-volt 30-amp ignition power second position on ignition switch. (1) 12-volt 125-amp ground.
178	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE
179		1	**ENG Requirements (AMPS) for Power/Ground Studs in Lower Command Console: (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 30-amp controlled by the ignition switch. (1) 12-volt 125-amp ground.
180	84541550	1	POWER & GROUND STUDS, UNDER OFFICER'S SEAT
181		1	**ENG Requirements (AMPS) for Power/Ground Studs Under Officers Seat: (1) 12-volt 40-amp controlled by the battery switch. (1) 12-volt 60-amp controlled by the ignition switch. (1) 12-volt 60-amp, direct to the battery. (1) 12-volt 100-amp ground.
182	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
183	30031830	2	12V DUAL POWER POINT, USB/USBC, POWERWERX (2)
184	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
185	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
186	33530656	1	INTERIOR CAB DOOR WARNING LIGHTS, WHELEN T-SERIES LED, TSS0* (QTY 4)
187		1	**ENG Cab Door Light Color = Red.
188	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
189	28020500	1	AIR CONDITIONING WARRANTY, 1 YEAR
190	28090100	1	A/C TO FACE
191	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
192	11031687	1	TOP HEAT/AC STORAGE, TOOL MOUNTING PLATE, 25" x 19.5"
193	11031693	1	REAR HEAT/AC STORAGE, 3 SLOTS (2 EMS, 1 LARGE)
194	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
195	38340110	1	PRIMARY SEAT POSITION
196	38320000	1	HELMET STORED IN COMPARTMENT
197	39010118	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)

Line	Item #	Qty	Item Description/Comments
198	38340110	1	PRIMARY SEAT POSITION
199	39030010	1	OFFICER'S SEAT COMPT, OPEN FRONT
200	38320000	1	HELMET STORED IN COMPARTMENT
201	39521129	1	CREW SEAT 1, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
202	38340110	1	PRIMARY SEAT POSITION
203	38320000	1	HELMET STORED IN COMPARTMENT
204	11031800	1	EMS CABINET, FORWARD FACING, SINGLE, 43" TALL
205	11032250	1	INTERIOR ACCESS, ROLL-UP DOOR, AMDOR
206	11032415	1	INTERIOR COMPARTMENT DOOR LOCK
207	11032312	1	ADJUSTABLE SHELVES, EMS COMPT (2)
208	39521431	1	CREW SEAT 4, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)
209	38340120	1	SECONDARY SEAT POSITION
210	38320000	1	HELMET STORED IN COMPARTMENT
211	39550100	1	SEAT COLOR, GRAY
212	39560115	1	ARTWORK PROOF, BOSTROM (EXISTING PROOF ON FILE)
213		1	**ENG Custom Seat Logos: Customer must supply artwork with 90 days of order submission.
214	39560510	4	CUSTOM SEAT LOGOS, BOSTROM (PER SEAT) (4)
215	39610000	3	SCBA BRACKETS, BOSTROM, SECURE ALL (3)
216	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
217	39710010	1	DOUBLE CREW SEAT COMPT, SWING-OUT FRONT DOORS, HINGED AT CENTER
218	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS
219	84561010	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, SINGLE CAMERA (WIRED)
220	10310200	1	PUMP & PLUMBING
			PUMP & PLUMBING
221	60090000	1	PUMP, HALE QMAX-1500 GPM SINGLE STAGE
222	60025000	1	GEARBOX, HALE, G-SERIES, REAR MOUNTED
223	60025950	1	PUMP GEARBOX YOKE, 1710

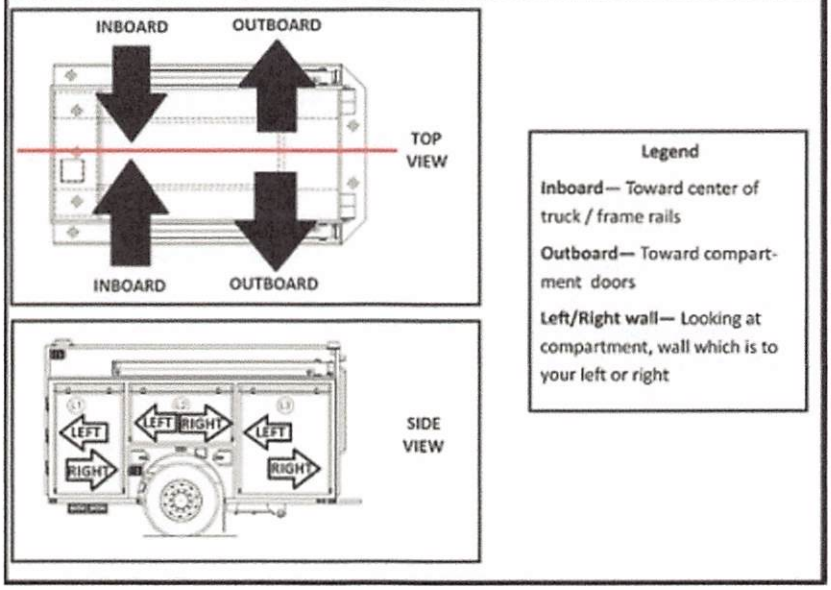
Line	Item #	Qty	Item Description/Comments
224	60026025	1	MECHANICAL PUMP SEAL, HALE (PRG)
225	60031005	1	ALLOY ANODES, HALE (2)
226	60035123	1	PUMP TEST, THIRD PARTY TESTING
227	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
228	62010002	1	STAINLESS STEEL PIPING
229	66090010	1	3" TANK-TO-PUMP W/CHECK VALVE
230	61729120	1	VALVE, AKRON, HEAVY DUTY
231	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
232	73090001	1	TANK FILL 2"
233	61729120	1	VALVE, AKRON, HEAVY DUTY
234	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
235	61090003	1	PRESSURE GOVERNOR, CLASS 1 TPGJ1939
236	61290020	1	INTAKE PRESSURE CONTROL, TFT A1860
237	63021500	1	6" MAIN SUCTION, LEFT SIDE
238	65090000	1	2.5" LEFT SIDE INLET
239	61729120	1	VALVE, AKRON, HEAVY DUTY
240	61770905	1	ACTUATOR, VALVE, SWING CONTROL
241	60036010	1	THREADS, NST
242	63025500	1	6" MAIN SUCTION, RIGHT SIDE
243	64090000	1	2.5" RIGHT SIDE INLET
244	61729120	1	VALVE, AKRON, HEAVY DUTY
245	61770905	1	ACTUATOR, VALVE, SWING CONTROL
246	60036010	1	THREADS, NST
247	70525900	1	2.5" DISCHARGE, LEFT - POSITION 1
248	61729120	1	VALVE, AKRON, HEAVY DUTY
249	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR

Line	Item #	Qty	Item Description/Comments
250	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
251	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
252	60036010	1	THREADS, NST
253	70525900	1	2.5" DISCHARGE, LEFT - POSITION 2
254	61729120	1	VALVE, AKRON, HEAVY DUTY
255	61770915	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR
256	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
257	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
258	60036010	1	THREADS, NST
259	71025905	1	3" DISCHARGE, RIGHT - POSITION 3
260	61729160	1	VALVE, AKRON, SLOW CLOSE
261	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
262	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
263	61810160	1	DISCHARGE TERMINATION, STRAIGHT
264	60036010	1	THREADS, NST
265	61840267	1	ADAPTER, 3" NST FE X 5" STORZ, 30-DEGREE W/CAP & CHAIN, TFT
266	71025900	1	2.5" DISCHARGE, RIGHT - POSITION 4
267	61729120	1	VALVE, AKRON, HEAVY DUTY
268	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
269	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
270	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
271	60036010	1	THREADS, NST
272	71890000	1	DISCHARGE 2.5" RIGHT REAR
273	61729120	1	VALVE, AKRON, HEAVY DUTY
274	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
275	77090000	1	GAUGE, DISCH, CLASS 1 2.5"

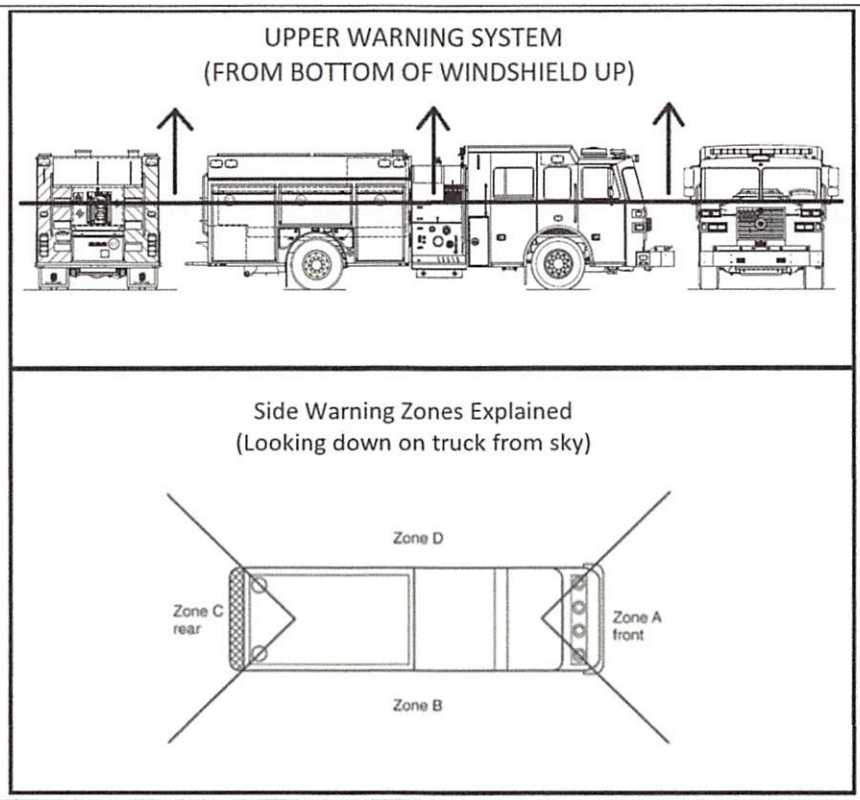
Line	Item #	Qty	Item Description/Comments
276	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
277	60036010	1	THREADS, NST
278	72290000	1	DISCHARGE 1.5" TO FRONT BUMPER, 2" PLUMBING
279	61729120	1	VALVE, AKRON, HEAVY DUTY
280	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
281	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
282	60036010	1	THREADS, NST
283		1	**ENG Front Bumper Swivel Location/Side = Officer's side.
284	72590002	1	DECK GUN DISCHARGE 3"
285	61729160	1	VALVE, AKRON, SLOW CLOSE
286	61770900	1	ACTUATOR, VALVE, PUSH/PULL, CLASS 1
287	77090000	1	GAUGE, DISCH, CLASS 1 2.5"
288	72570100	1	DECK GUN TERMINATION, THREADED
289		1	**ENG Make/Model of Dealer or Customer Supplied Deck Gun Monitor = TBD @ Pre-Con.
290	72890000	1	CROSSLAYS, TWO 2" W/1.5" SWIVEL
291		1	**ENG Crosslay Hose Load = (2) 200' of 1.75", double stacked
292	61729120	2	VALVE, AKRON, HEAVY DUTY (2)
293	61770900	2	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 (2)
294	77090000	2	GAUGE, DISCH, CLASS 1 2.5" (2)
295	60036010	2	THREADS, NST (2)
296	72910505	1	COVER, ALUM W/VINYL SIDES FOR CROSSLAYS
297		1	**ENG Crosslay/Speedlay Side Covers Color = Black.
298	72932201	1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB
299		1	**ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = OEM Discretion.
300	61742000	1	MASTER PUMP DRAIN, MULTIPORT
301	61790510	9	DRAIN VALVES, HALE, LIFT-UP (9)

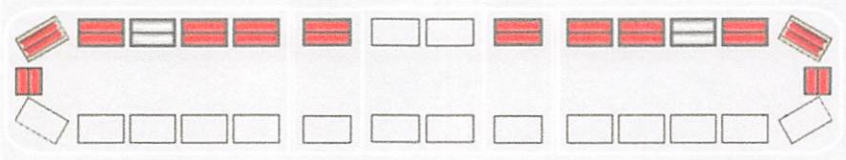
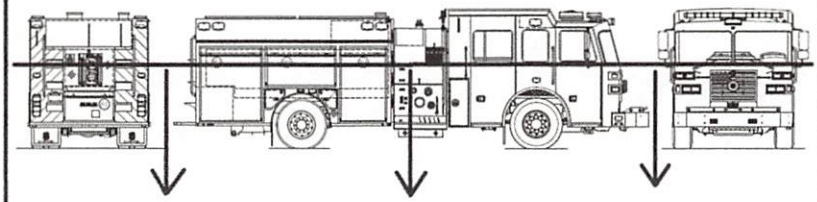
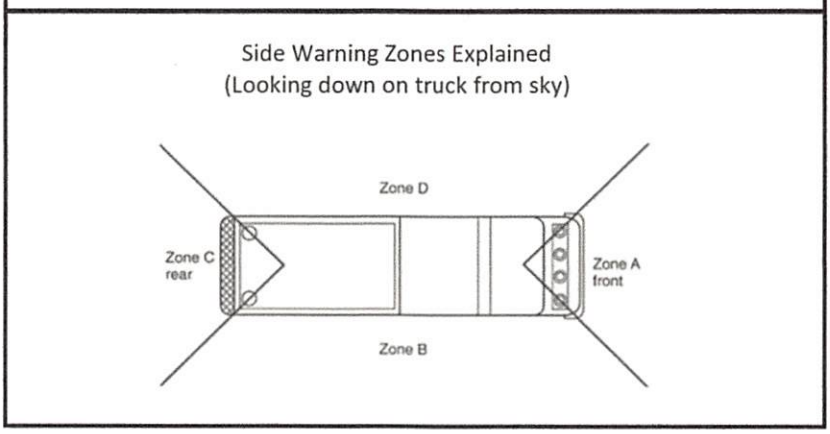
Line	Item #	Qty	Item Description/Comments
302	10310210	1	FOAM SYSTEM
			FOAM SYSTEM
303	73540018	1	FOAM SUPPLY SYSTEM, AKRON W/FLUSH (FOR EXTERNAL EDUCTOR)
304		1	**ENG Class of Foam = Class A Foam
305	73531425	1	FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK
306	10310220	1	PUMP PANEL
			PUMP PANEL
307	74916110	1	FSER SM1 - SIDE MOUNT PUMP PANEL (CROSSLAYS)
308	74928120	1	PUMP MODULE LENGTH, 47"
309	74929110	1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT
310	74930710	1	PANEL FINISH, BRUSHED STS 14 GAUGE (PRG)
311		1	**ENG Pump Panel Label Verbiage Standard = Yes.
312	74931055	1	COLOR CODING (PRG)
313		1	**ENG Color Coding Standard = Yes.
314	74931250	1	DISCHARGE GAUGE BEZELS, CHROME (PRG)
315	74931290	1	PUMP MODULE FRAMEWORK, SWIRL FINISH
316	74931390	1	PUMP FINISH, PAINTED BY PUMP MFG
317	74931590	1	PLUMBING FINISH, NON-PAINTED
318		1	**ENG Non-Painted Plumbing = Stainless steel welds shall be treated/coated.
319	74931690	1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS
320	75590010	1	PUMP OPERATOR LIGHTS, LED (PRG)
321	75590110	1	PUMP PANEL LIGHTS OFFICER'S SIDE, LED (PRG)
322	76090002	1	PUMP PANEL GAUGES & CONTROLS (PRG)
323	60090030	1	PUMP PRIMER, TRIDENT, AIR
324	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION
325	76025110	1	COMPRESSION FITTINGS ON AIR SYSTEM (PRG PUMP MODULE)
326	76031970	1	AIR OUTLET, DRIVER'S SIDE PUMP PANEL

Line	Item #	Qty	Item Description/Comments
327	76030900	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL
328	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
329	76590000	1	GAUGES, MASTER, CLASS 1 4.5" (PRG)
330	77590001	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-40
331	77532112	1	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (2)
332		1	**ENG Whelen Gauge Locations = Driver's side of Cab, behind Crew Door, high.
333		1	**ENG Whelen Gauge Locations = Officer's side of Cab, behind Crew Door, high.
334		1	**ENG Whelen Water Level Gauge Color = Multi Color.
335	77590035	1	GAUGE, FOAM LEVEL, CLASS 1, INTELLI-TANK ITL-40
336		1	**ENG Class of Foam for Foam Gauge = Class A.
337	10310230	1	WATER TANK
			WATER TANK
338	83525000	1	WATER TANK BRAND, UNSPECIFIED
339	83590005	1	WATER TANK, 1000 GAL, POLY
340	83530110	1	WATER TANK WARRANTY, LIFETIME
341	10310300	1	BODY
			BODY
342	80089500	1	BODY SUBFRAME, PROGRAM PUMPER
343	80189730	1	BODY F3 - ALUM 40/51 LADDERS THRU TANK
344	80245012	1	UPPER HATCH COMPARTMENT, LEFT & RIGHT SIDES
345		1	**ENG Dealer Supplied Compartmentation = Compartment options will be Dealer Supplied.
346	10310302	1	BODY COMPARTMENTS
			BODY COMPARTMENTS

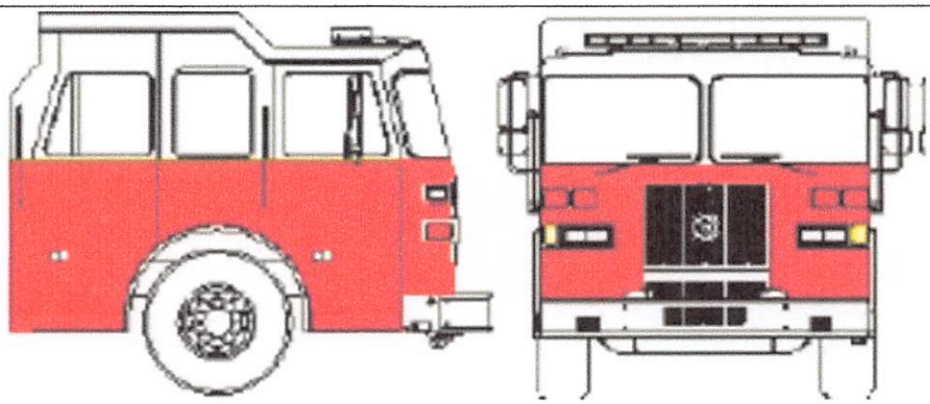
Line	Item #	Qty	Item Description/Comments
			Standard Verbiage for locations of Outlets and other components in Body compartments 
347	81165705	1	UNISTRUT TRACK IN COMPTS
348	80290026	1	COMPT DOORS, AMDOR ROLL-UP, PAINTED
349	80230620	1	DOOR SILL PROTECTION, BODY COMPTS, NOT FACTORY PROVIDED
350	80225100	1	REAR COMPT DOOR (A1) AMDOR ROLL-UP, SATIN FINISH
351	80230920	1	ROLL UP DOORS WARRANTY, AMDOR, 3 YEARS
352	80230650	1	DOOR SILL PROTECTION, REAR COMPT, NOT FACTORY PROVIDED
353	80230003	6	ROLL-UP DOOR DRIP PAN/GUARD (WITH DRAIN) (6)
354	80230300	1	COMPT INTERIOR FINISH, SMOOTH
355	84531230	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT
356	10310305	1	BODY EXTERIOR
			BODY EXTERIOR
357	81380000	1	HOSEBED W/REMOVABLE ALUMINUM FLOORING
358	81330100	1	STANDARD HOSEBED HEIGHT
359	81410200	1	COVER, ALUMINUM 2 PC, MAIN HOSE BED
360	81431100	1	ELECTRIC ACTUATORS FOR HOSEBED COVER DOORS
361	81331155	1	ALUM HOSEBED COVER SUPPORT, REMOVABLE REAR

Line	Item #	Qty	Item Description/Comments
362	81431210	1	REAR HOSEBED COVER, WEBBING
363		1	**ENG Hosebed Cover Color = Black.
364	81440230	1	COVER FASTENERS, METAL AIRPLANE LATCHES
365		1	**ENG Specify number of rear flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = OEM Discretion.
366	81330302	1	HOSE BED DIVIDERS, ADJ (2)
367	81331115	1	REMOVABLE SUPPORT BAR FOR REAR HOSEBED COVER
368	81332005	1	HOSEBED LIGHTING, FRONT, AMDOR H2O LED LIGHT STRIPS
369	81332105	1	HOSEBED LIGHTING, SIDES, AMDOR H2O LIGHT STRIPS
370	81910100	1	HANDRAILS, KNURLED STS
371	82290010	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT
372		1	**ENG Step Light Color = Blue.
373	82390001	1	STEPS, REAR BODY (14x11 & 14x8)
374	82510000	1	RUB RAILS, ANODIZED ALUM
375	83010050	1	ALUMINUM TREADPLATE (PUMPER/TANKER)
376	83030350	1	REAR STEP/TAILBOARD CORNERS, 45 DEGREE (PRG)
377	83030710	1	REAR FENDERS, ALUMINUM SMOOTH PAINTED
378	80290052	1	10 SCBA CYLINDER COMPTS (3 TRIPLE-FMI, 1 SINGLE-SIG4)
379		1	**ENG A triple bottle compartment cannot be located on the driver's side behind rear axle.
380	80290230	1	DIVIDER FOR (3) TRIPLE SCBA COMPARTMENTS
381	80290310	1	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (1)
382	80290420	3	DOOR FINISH, BRUSHED STAINLESS, TRIPLE SCBA COMPT (3)
383	88520100	1	SUCTION HOSE, (2) 10' SECT 6" KOCHEK LIGHTWEIGHT
384		1	**ENG Suction Hose Location = Mounted in ladder chute.
385	88540350	1	SUCTION HOSE MOUNTED IN LADDER CHUTE
386	88550100	1	STRAINER, 6" KOCHEK BARREL
387	89010000	1	LADDERS, DUO-SAFETY 900A 24'2-SEC & 775A 14' ROOF & 10' FOLDING

Line	Item #	Qty	Item Description/Comments
388	89590007	1	LADDER CHUTE W/SUCTION HOSE STORAGE & PIKE POLE STORAGE
389	89520220	1	LADDER ENCLOSURE, SMOOTH ALUM DOOR
390	10310310	1	ELECTRICAL
			ELECTRICAL
391	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
392	84511100	1	BODY ELECTRICAL DESCRIPTION
393	84520000	1	BACK UP ALARM, ECCO SA917
394	85010420	1	TAILLIGHTS, WHELEN M6 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
395		1	**ENG Tail Light Housing Color = Chrome.
396	85110100	1	ICC LIGHTS, LED
397	85510200	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
398	85710036	1	UNDERCARRIAGE GROUND LIGHTS, TECNIQ T44 LED
399	85730100	1	UNDERCARRIAGE GROUND LIGHTS, INDEPENDENT SWITCH
400	86528999	1	DELETE REAR WORK LIGHTS
401	86600000	1	OPTICAL WARNING SYSTEM, UPPER (PUMPER)
			

Line	Item #	Qty	Item Description/Comments
402	86610130	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 14 MODULES
			
403	86920100	1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION
404		1	**ENG Zone A, Upper Lightbar Standard Configuration = Single light bar: (2) end red LED modules, (2) corner red LED modules, (8) forward-facing red LED modules, and (2) forward-facing white LED modules. All clear outer lenses. Installed on the cab roof as far forward as possible with two (2) MK8H 5in. cast aluminum risers.
405	86699998	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
406	86710305	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED, M9 SERIES SURFACE MOUNT, M9* (QTY 4)
407	86899998	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C (Surface Mount)
408	87100000	1	OPTICAL WARNING SYSTEM, LOWER (PUMPER)
			 LOWER WARNING SYSTEM (FROM BOTTOM OF WINDSHIELD DOWN) 
409	87110210	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN M6 LED, M6* (QTY 4)
410	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)

Line	Item #	Qty	Item Description/Comments
411		1	**ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.
412	87210205	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN M6 LED, M6* (QTY 1), WHELEN M7 LED, M7* (QTY 1), T SERIES LED, TSS0* (QTY 1)
413	87812110	1	LOWER, ZONE B - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
414		1	**ENG Zone B, Lower - Officer's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
415	87310200	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN M6 LED, M6* (QTY 2)
416	87410205	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN M6 LED, M6* (QTY 1), WHELEN M7 LED, M7* (QTY 1), T SERIES LED, TSS0* (QTY 1)
417	87814110	1	LOWER, ZONE D - MOUNTING LOCATION (PUMPERS, TANKERS, RESCUES)
418		1	**ENG Zone D, Lower - Driver's Side, Mounting Location = -(1) Warning Light near the front corner of the Apparatus. -(1) Warning Light near the rear Axle. -(1) Warning Light near the rear corner of the Apparatus. -Reference Shop Order Drawing for lights and placement.
419	87537734	1	ADDITIONAL WARNING LIGHTS, WHELEN M6 LED, M6* (PAIR) (1)
420		1	**ENG Whelen M6 LED Warning Light Color = Red.
421		1	**ENG Whelen M6 LED Lens Color = Clear.
422		1	**ENG Whelen M6 LED Mounting Location = Above Front Wheels.
423	87537739	1	ADDITIONAL WARNING LIGHTS, WHELEN T-SERIES LED, TSS0*(PAIR) (1)
424		1	**ENG Whelen ION-T Warning Light Color = Red.
425		1	**ENG Whelen T-Series Lens Color = Clear.
426		1	**ENG Whelen T-Series LED Mounting Location = Front Rub Rail.
427	87537744	1	ADDITIONAL WARNING LIGHTS, WHELEN M9 SERIES LED, M9* (PAIR) (1)
428		1	**ENG Whelen M9 LED Warning Light Color = Red.
429		1	**ENG Whelen M9 LED Lens Color = Clear.
430		1	**ENG Whelen M9 LED Mounting Location = FrontCorners of Body.
431	88397160	1	FIRE RESEARCH 12V LED SCENE LIGHTING PACKAGE (F3) (EXCLUDES BROW LIGHT)
432		1	**ENG Scene Light Package Details = Qty: 2 FRC Radiant LUX 22K Surface Mount (cab raised roof) Qty: 4 FRC Radiant LUX 22K Surface Mount (forward and rear body side corners) Qty: 2 FRC 900 Surface Mount (high on rear body)
433	88393000	1	SCENE LIGHTS, FIRETECH 30K LUMENS, 12V LED, 72" 3-PIECE BROW, W/INTEGRATED ICCS FT-B-72-ML-3PKIT-* (1)

Line	Item #	Qty	Item Description/Comments
434		1	**ENG ICC Cab Marker Lights Integrated in Brow Light = Yes
435		1	**ENG Scene Light Details = Black
436	88399940	4	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA) (4)
437	10310410	1	PAINT & FINISH
			PAINT & FINISH
438	89910000	1	CORROSION REDUCTION PROGRAM (SPECS)
439	90010020	1	PAINT SCHEME
440	90030010	1	TWO TONE CAB & BODY
441	90030002	1	METALLIC PAINT
442	90029910	1	PAINT BREAK #1 - BOTTOM OF WINDSHIELD
			
443	90030154	1	PAINT FRAME RAILS & BODY REAR DROP - BLACK
444	90030190	1	TEXTURED FRAME RAIL COATING, PLUMBING AREA
445	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
446		1	**ENG Note Paint AC Condenser Color = Upper Color
447		1	**ENG Dealer Supplied Graphics = Dealer supplied graphics will be provided for all options except rear chevrons.
448	90630610	1	1/2" 22KT GOLD STRIPE W/PRINTED EDGES AT CAB PAINT BREAK
449	90680120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE
450	90680320	1	CHEVRON STRIPING, ABOVE REAR COMPT DOOR, REFLEXITE
451	90684120	1	CHEVRON STRIPING, LADDER ENCLOSURE DOOR, REFLEXITE
452	10310420	1	EQUIPMENT

Line	Item #	Qty	Item Description/Comments
			EQUIPMENT
453	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
454	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS
455		1	**ENG Wheel Chock Mounting Locations = Mounted one below the L1 compartment, and one mounted below the L3 compartment.
456	10310600	1	COMPLETION & WARRANTY
			COMPLETION & WARRANTY
457	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
458	99031195	1	DEALER DELIVERY
459	99520110	1	WARRANTY, ONE YEAR
460	99521100	1	WARRANTY, FRAME, LIFETIME
461	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
462	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
463	99521400	1	WARRANTY, PAINT, 10 YR.
464	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS
465	10310500	1	DEALER SUPPLIED
			DEALER SUPPLIED
466	PDB000283	1	DEALER SUPPLIED - DEALER PREP
467	PDB000380	1	DEALER SUPPLIED - PDI-Pumper
468	PDB000103	1	DEALER SUPPLIED - Cab 12V Electrical Prewire
469	PDB001296	1	DEALER SUPPLIED - Antenna Mounting(2)
470	PDB000101	1	DEALER SUPPLIED - Radio Mount- Dual Head
471	PDB000121	1	DEALER SUPPLIED - Compartment Matting- Standard
472	PDB001806	1	DEALER SUPPLIED - GRAPHICS
473	PDB001702	1	DEALER SUPPLIED - SHELVING ALLOWANCE
474	PDB000105	1	DEALER SUPPLIED - Mount Equipment
475	PDB000104	1	DEALER SUPPLIED - Mount and provide power for Customer Computer
476	PDB000209	1	DEALER SUPPLIED - David Clark Intercom (Four Position) Hard Wired

Line	Item #	Qty	Item Description/Comments
477	PDB000784	1	DEALER SUPPLIED - Brigade 360 Camera System Pumper
478	PDB000169	1	DEALER SUPPLIED - 120V Receptacle in EMS in Cab
479	PDB000331	1	DEALER SUPPLIED - Misc Equipment
480	PDB001217	1	DEALER SUPPLIED - Honda EU2200I Portable Generator
481	PDB000507	1	DEALER SUPPLIED - TFT 125 EDUCTOR AND FITTINGS
482	PDB001453	1	DEALER SUPPLIED - Akron 3416 Single Inlet Monitor w tips

SUTPHEN

PROPOSAL

TO THE:
Riviera Beach Fire Rescue
Chief Lorenzo Johnson
600 West Blue Heron Blvd
Riviera Beach, FL, 33404

DATE: September 1, 2026

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this Proposal:

One (1) *Sutphen Custom Monarch SPH100 Aerial Complete* and Delivered for the Total Sum of $2,044,838.92
****Cost based on Sourcewell Contract # 082025-SUT**

The units shall be manufactured completely in accordance with the following proposal and shall be delivered in approximately **33-35 Months** from the date of the signing contract or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for **thirty (30) days**. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Terms:

Pricing is based on Net-30-day payments terms. If payment is made within 72 Hours of arriving at SFEV a discount of $15,000 is available. If payment is not made within 72 Hours of delivery Sutphen Corporation reserves the right to charge 1% per month of the outstanding balance as outlined in Florida Prompt Payment Act, Title XIV, Section 218, Part VII of the Florida Statutes popularly named "Local Government Prompt Payment Act".

The Sutphen payment terms superseded any payment terms or conditions contained in the buyers' purchase order or contracts

Respectfully submitted,

Dwayne Woodard

Dwayne Woodard
South Florida Emergency Vehicles
Authorized Representative for Sutphen Corporation
(724) 496-5669

SFEV
SOUTH FLORIDA EMERGENCY VEHICLES

TERMS & CONDITIONS

Evolving industry conditions and market volatility may materially impact the cost to manufacture fire apparatus. As such, Sutphen reserves the right to impose a price adjustment. The price adjustment will be determined using the Producer Price Index (PPI) – specifically, WPU141106843 the Commodity Data for Heavy Duty Truck Manufacturing: Buses, including military and firefighting vehicles with chassis of own manufacture. The calculation will be based on the PPI value the month of contract execution, compared to the PPI value 12 months prior to the originally slotted production completion date.

If the PPI reflects an increase exceeding 5% over this period, the Purchaser will be subject to a price adjustment equal to the percentage increase in excess of 5%. Sutphen will provide written notice to the Purchaser as soon as it reasonably anticipates the need to apply such adjustment. Upon receipt of such notice, the Purchaser may request to terminate the Agreement; however, acceptance of such termination shall be at Sutphen's sole and absolute discretion. If the termination request is approved, a cancellation fee equal to 5% of the original contract purchase price will be applied.

Sutphen will use its reasonable best efforts to deliver the apparatus within the timeframe quoted herein, provided that such delivery date shall be automatically extended for delays beyond Sutphen's control, including, without limitation, strikes, labor disputes, riots, civil unrest, pandemics, war or other military actions, sabotage, government regulations or controls, fire or other casualty, or inability to obtain materials or services. If such delay occurs, Sutphen shall give notice of delay to Purchaser. Purchaser shall not be entitled to any discount or reduction in price for such delay and Sutphen shall not be liable for any damages (compensatory, incidental, consequential or otherwise) related to such delay.

Final payment shall be made within 72 hours of the apparatus arriving at the SFEV facility in Fort Myers. Should payment be delayed, Sutphen reserves the right to charge interest at the rate of one and one-half percent (1.5%) per month, beginning on the day after payment is due.

Delivery, payment, and transfer of the Manufacturer's Certificate of Origin (MCO) shall take place at Sutphen during final inspection, and upon payment in full in accordance with these terms. Sutphen reserves the right to withhold delivery of the MCO until payment in full is received. If Purchaser requires any third-party equipment mounting, the apparatus shall be moved to the third-party facility by the dealer or Purchaser for such mounting. Such third-party work shall not delay or offset payment to Sutphen. The apparatus shall be tested per NFPA #1900 at Sutphen's manufacturing facility. Purchaser agrees that the apparatus and equipment being purchased hereunder shall not be driven or used in any manner until it is paid for in full. In the event there are any shortages or omissions with the apparatus at time of completion, Purchaser may withhold a sum equivalent to the price of any such shortages as determined by Sutphen.

In the case of any default in payment hereunder or in the payment on any notes, negotiable paper, obligations or other instruments issued by Purchaser, Sutphen may take full possession of the apparatus and equipment or of the piece or pieces upon which default has been made, and any payments that have been made theretofore shall be applied as rent in full for the use of the apparatus and equipment up to the date of taking possession by Sutphen.

Sutphen warrants to Purchaser that all goods and services furnished hereunder will conform in all respects to the terms of this order, including any applicable change orders, drawings, specifications, or standards incorporated herein, and/or shall be free of defects in materials, workmanship, and free from such defects in design. In addition, Sutphen warrants that the goods and services are suitable for and will perform in accordance with the purposes for which they were intended, for a period of one year from the Warranty Registration Date, unless an extended warranty is purchased.

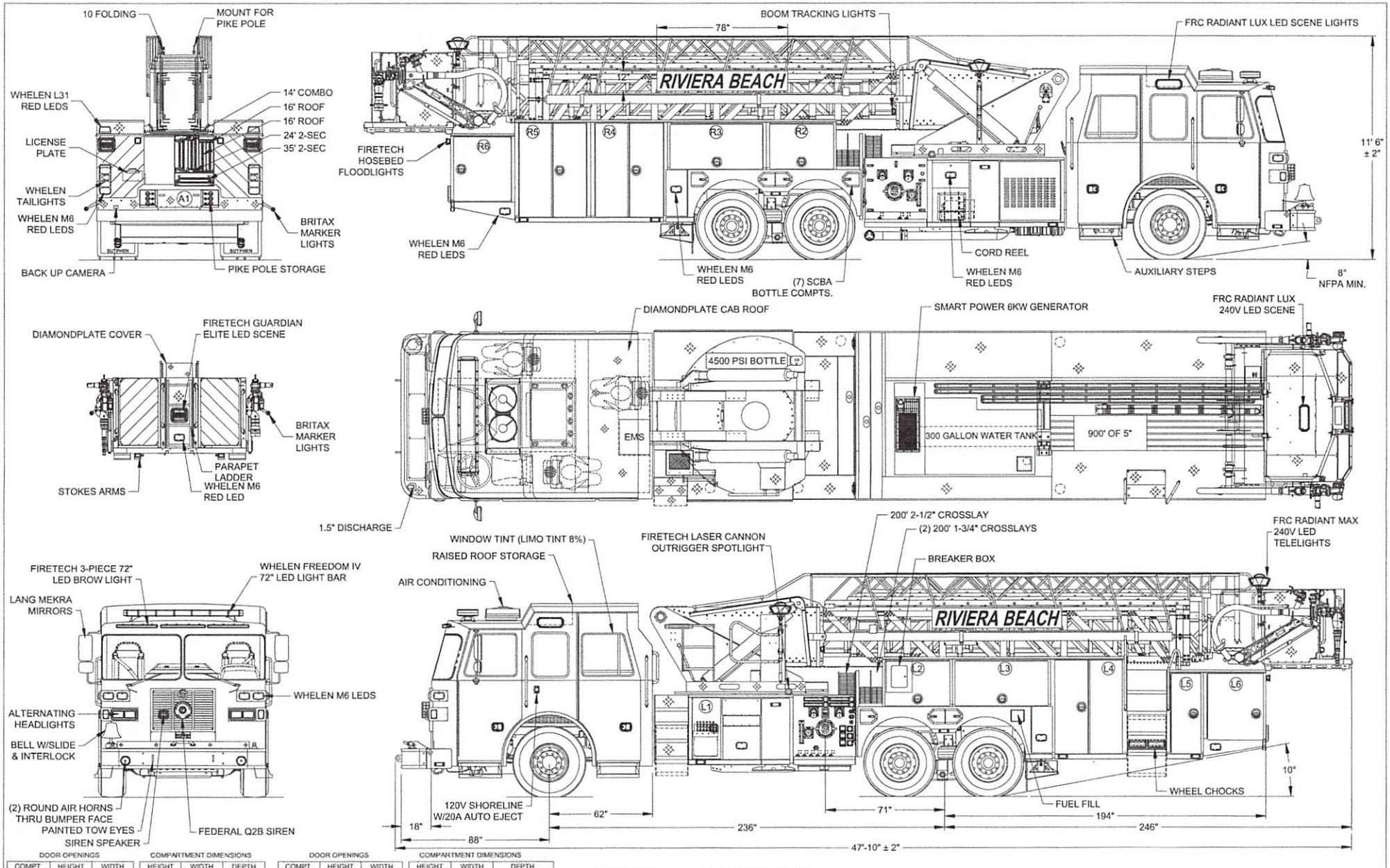
The purchase price provided for herein does not include any federal, state or local sales tax, duties, imposts, revenues, excise or other taxes which may hereafter be imposed by governmental authority or otherwise and which are made applicable to the apparatus or equipment covered by this Proposal. In the event that any such taxes are subsequently imposed and become applicable, the purchase price herein shall be increased by the amount of such taxes and such sum shall be immediately paid by Purchaser to Sutphen. To the extent applicable, the prices and deliveries set forth herein are subject to the Defense Production Act.

Sutphen shall provide insurance insuring the apparatus and equipment against loss by fire, theft, or collision and insuring against property damage and personal injury through the completion of the apparatus and transfer of the Manufacturer's Certificate of Origin.

After the execution of this Agreement, Purchaser shall have no right to terminate the Agreement. Sutphen may, in its absolute and sole discretion, accept Purchaser's request to terminate the Agreement. In the event Sutphen accepts Purchaser's request to terminate the Agreement, Sutphen may charge a cancellation fee. The following charge schedule based on costs incurred may be applied, at Sutphen's sole discretion:(a) 10% after order is accepted by Sutphen; (b) 30% of the Purchase Price after production has commenced. The cancellation fee may increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing.

These Terms and Conditions ("T&C") contained in the Proposal provided herein take precedence over all previous negotiations, oral or written, and no representations or warranties are applicable except as specifically contained in these or in any subsequently signed agreement between the Parties. No waiver of any of the provisions of these T&C shall be deemed a waiver of any other provision, whether similar, nor shall any waiver constitute a continuing waiver. If a Purchase Order is issued, this Proposal, including the Terms and Conditions contained herein, shall supersede the terms in the Purchase Order where terms may be inconsistent.

This Proposal shall be governed and controlled as to interpretation, enforcement, validity, construction, effect and in all other respects by the laws, statutes, and decisions of the State of Ohio. Exclusive jurisdiction and venue for any litigation at all related to this in the Franklin County Court of Common Pleas, Columbus, Ohio, and the parties hereto consent and submit to the general jurisdiction of this court. All of these T&C shall be binding upon and inure to the benefit of and be enforceable by Sutphen, Purchaser, their successors and assigns.



DOOR OPENINGS			COMPARTMENT DIMENSIONS		
COMPT.	HEIGHT	WIDTH	HEIGHT	WIDTH	DEPTH
L1	34 1/16	13 7/16	38 1/2	20 1/4	27 1/2
L2	23	33 1/4	27 1/2	41 1/2	12 1/8
L3	23	50 1/4	27 1/2	58	12 1/8
L4	51 3/4	37 1/2	56 1/2	45 3/4	26 1/2
L5	43 3/4	15	48 1/2	22	26 1/2
L6	35 3/8	30 3/4	40 1/8	34 3/4	26 1/2

DOOR OPENINGS			COMPARTMENT DIMENSIONS		
COMPT.	HEIGHT	WIDTH	HEIGHT	WIDTH	DEPTH
R2	23	33 1/4	27 1/2	41 1/2	26 1/2
R3	23	50 1/4	27 1/2	58	26 1/2
R4	51 3/4	37 1/2	56 1/2	45 3/4	26 1/2
R5	51 3/4	37 1/2	56 1/2	45 3/4	26 1/2
R6	35 3/8	30 3/4	40 1/8	34 3/4	26 1/2

DOOR OPENINGS			COMPARTMENT DIMENSIONS		
COMPT.	HEIGHT	WIDTH	HEIGHT	WIDTH	DEPTH
A1	9 1/8	24 1/2	9 7/8	26	88

DIMENSIONS SHOWN ON THIS DRAWING ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS DURING CONSTRUCTION.

IN THE EVENT OF A DISCREPANCY BETWEEN THE SUTPHEN SPECIFICATIONS AND DRAWING, THE SUTPHEN SPECIFICATIONS SHALL PREVAIL.

DRAWING IS FOR REFERENCE ONLY. SOME ITEMS PROPOSED MAY NOT BE SHOWN OR NOTED.

CUSTOMER APPROVAL

NAME:

TITLE:

DATE:

REV.	DESCRIPTION	BY	DATE

THIS PRINT IS PROVIDED ON A RESTRICTED BASIS AND IS NOT TO BE USED IN ANY WAY DETRIMENTAL TO THE INTEREST OF SUTPHEN CORPORATION.

DRAWN BY: D.NAYLOR

DATE: 07/27/2026

MFG. FACILITY: DUBLIN

SUTPHEN

RIVIERA BEACH FIRE RESCUE
RIVIERA BEACH, FL

SPH100 AERIAL PLATFORM

DWG. NO.: RIVIERA BEACH, FL (2026 SPH100).dwg

Sutphen Component Report Dealership: South Florida Emergency Vehicles	HS- Riviera Beach Fire Rescue, Florida SPH100 Aerial Platform
	Order#: DQ019487-1 Contact: Lorenzo Johnson Position: Fire Chief Phone: 561-386-1311 Mobile: Email: ljohnson@rivierabeach.org

Bill To	Ship To
Customer: Riviera Beach Fire Rescue Contact: Lorenzo Johnson, Fire Chief Address: 600 West Blue Heron Blvd. Riviera Beach , Florida 33404	Customer: Riviera Beach Fire Rescue Contact: Lorenzo Johnson, Fire Chief Address: 600 West Blue Heron Blvd Riviera Beach, Florida 33404

Comments
Project Manager: Sales Person: Dwayne Woodard Revision Level: Truck Type: Body Facility:

Quote Line Number 1

Line	Item #	Qty	Item Description/Comments
1		1	**ENG Bell Mounting Location = BellOS
2	Dublin	1	Facility = Dublin
3		1	**ENG Pump Module Series = Customized Module
4		1	**ENG Electrical System = Point-to-Point
5	Sourcewell	1	Cooperative Purchasing =Sourcewell
6	10000225	1	STD WIRING SCHEMATIC (USB)
7	10310100	1	CHASSIS
			CHASSIS
8	10010006	1	CHASSIS, CUSTOM
9	51070236	1	WHEELBASE = 236
10		1	**ENG Wheelbase Note = Wheelbases and component designs may be subject to change pending finalized designs from Cummins on 2027 EPA compliant aftertreatment systems.
11		1	**ENG PTA Number = TBD
12	25020120	1	FRAME, 10" DOUBLE RAILS, DOMEX, TANDEM AXLE - AERIAL (110K PSI)

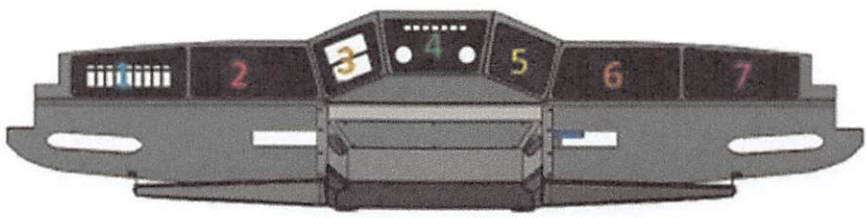
Line	Item #	Qty	Item Description/Comments
13	45040100	1	FRONT BUMPER CLIP
14	45010001	1	FRONT TOW EYES, BELOW BUMPER, PAINTED
15	45030210	1	ADDITIONAL FRONT TOW EYES, THROUGH BUMPER FACE, PAINTED
16	46010000	1	REAR TOW EYES, PAINTED
17	40010250	1	STEERING - ROSS TAS-85
18	40010500	1	STEERING GEAR WARRANTY, ROSS, 1-YEAR
19	22010100	1	DRIVE LINE, SPICER, 1810 SERIES (Tandem)
20	23015100	1	ENGINE, CUMMINS X10 HHD 450HP DOC-DPF-DEF-SCR OBD
21	23029200	1	ENGINE WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
22	23029400	1	AFTERTREATMENT WARRANTY, 5 YEAR, 100,000 MILES FOR CUMMINS (X SERIES)
23	23030006	1	AIR INTAKE/EMBER SEPARATOR
24	23031177	1	FUEL FILTER/WATER SEPARATOR, PRIMARY, DAVCO 382 (X10, X15)
25	23031222	1	FUEL FILTER, SECONDARY (X10, X15)
26	47012520	1	TRANSMISSION, ALLISON GEN 6, EVS4000 (X10HHD, X12, X15)
27	47020100	1	TRANSMISSION WARRANTY, ALLISON, 5 YEARS
28	23110000	1	JACOBS ENGINE BRAKE
29	47024050	1	TRANSMISSION COOLER
30	47030000	1	ALLISON TOUCH PAD SHIFTER
31	47030140	1	SHIFTER PAD GEARING, 5 GEARS OPEN, 6TH GEAR LOCKED, MODE BUTTON FOR GENERATOR
32	21021200	1	COOLING SYSTEM
33	21030000	1	FAN CLUTCH
34	21030200	1	RADIATOR COOLANT RECOVERY, PRESSURIZED SYST
35	26020100	1	FUEL BEAM, 65 GALLON (AERIALS)
36	26030000	1	FUEL FILL
37	26030100	1	FUEL COOLER
38	24040000	1	DIESEL EXHAUST FLUID TANK

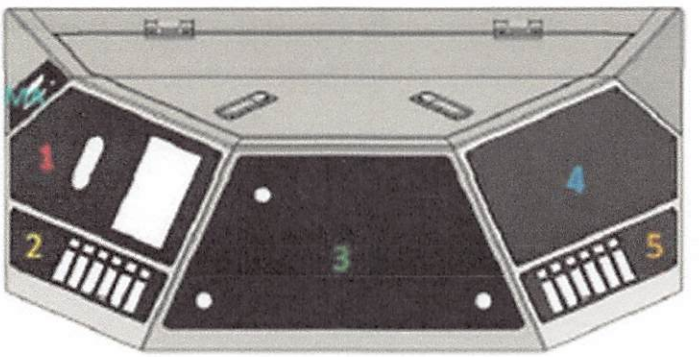
Line	Item #	Qty	Item Description/Comments
39		1	**ENG DEF Access = Hinged Door for DEF Access.
40	24030100	1	HEAT SHIELD OVER EXHAUST
41	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003
42		1	**ENG Alternator Note: A special light tower and/or inverter will require a minimum 415 amp alternator.
43	13030100	1	LOW VOLTAGE ALARM, FLOYD BELL TXB-V86-515-QF
44	15010500	1	BATTERIES, INTERSTATE TYPE 31 MHD (4)
45	15030215	1	MASTER BATTERY DISCONNECT SWITCH
46	15031700	1	BATTERY JUMPER TERMINALS
47	15031515	1	BATTERY CHARGER, KUSSMAUL CHIEF 4012 W/REMOTE BAR GRAPH DISPLAY
48		1	**ENG Battery Charger Display Location: In driver's seat riser.
49		1	**ENG Battery Charger Note: Chassis Division to provide/install battery charger & Auto Eject (if applicable)
50	15030435	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT, 180° OPENING COVER 091-55-211-00-XXX
51		1	**ENG Shoreline Inlet Location = Driver's side of Cab, standard location.
52		1	**ENG Shoreline Cover Color = TBD @ Precon.
53	14022130	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 23,000 LB.
54	14030120	1	FRONT AXLE WARRANTY, HENDRICKSON, 5 YEARS
55	41022130	1	FRONT SUSPENSION, HENDRICKSON 23,000 LBS. (4) 56" LEAFS
56	41030030	1	FRONT SUSPENSION WARRANTY, HENDRICKSON, 2 YEARS
57	41040100	1	FRONT SUSPENSION LOCKING CYLINDERS, AERIALS
58	41040200	1	FRONT SUSPENSION LOCKOUT PLATE
59	41040510	1	STEER ASSIST
60	43010370	1	FRONT TIRES, MICHELIN 425/65R22.5 LRL XFE 22.5 X 12.25 WHEELS
61	14520310	1	REAR AXLE, MERITOR RT-50-180 52,000 LB TANDEM
62	14530010	1	REAR AXLE WARRANTY, MERITOR, 3 YEARS
63	14530150	1	TOP SPEED, 60 MPH
64	14530316	1	DRIVER CONTROLLED INTER-AXLE (FRONT-TO-REAR) DIFFERENTIAL LOCK (TANDEM)

Line	Item #	Qty	Item Description/Comments
65		1	**ENG Air switch located by Driver's right knee.
66	42020025	1	REAR SUSPENSION, LINK, AIR LIFT, 52,000 LBS. AIR RIDE
67	42030020	1	REAR SUSPENSION WARRANTY, LINK, 1 YEAR
68	44020270	1	REAR TIRES, MICHELIN 12R22.5 LRH XZE HIGHWAY 52,000 GVWR
69	42920200	1	TIRE PRESSURE MONITOR, REAL WHEELS, LED
70	44220100	1	WHEELS, ALUM, ACCURIDE (max 58K rear)
71	44270105	1	HUB COVERS, FRONT & REAR, POLISHED STS (Tandem Axle)
72	44270305	1	CHROME LUG NUT CAPS, FRONT & REAR (Tandem Axle)
73	44271100	1	MUD FLAPS, FRONT (PAIR)
74	44271200	1	MUD FLAPS, REAR (PAIR)
75	16010295	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, SCAM 8.625" REAR (TANDEM AXLE)
76	18010046	1	AIR BRAKE SYSTEM 6 TANKS WABCO 1200 DRYER (TANDEM)
77	18015000	1	WABCO ABS BRAKING SYSTEM WARRANTY, 3 YEARS /300,000 MILES
78	18030010	1	AIR BRAKE RELEASE VALVE, WABCO
79	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS
80	18030140	1	AIR INLET CONNECTION W/CHECK VALVE
81		1	**ENG Standard Air Inlet Location = Left hand side of Driver's step well.
82	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI
83	18220000	1	ELEC STABILITY CONTROL SYST (TANDEM)
84	18110150	1	WABCO 6 CHANNEL ANTI-LOCK BRAKES W/ASR (TANDEM)
85	53510000	1	COMPRESSION FITTINGS ON AIR SYSTEM (CHASSIS)
86	54010000	1	MISCELLANEOUS ITEMS ON CHASSIS
87	54010010	1	DATA, SAFETY & WARNING TAGS APPLICATION, ADHESIVE
88	54010200	1	AERIAL CHASSIS PREP (TANDEM AXLE)
89	10310110	1	CAB
			CAB
90	11024292	1	CAB TSAL4SK 62" 10" RR 1/2

Line	Item #	Qty	Item Description/Comments
91	11030025	1	CAB CERTIFICATION - STRUCTURAL INTEGRITY
92	11030950	1	CAB LOCKDOWN LATCHES
93	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE
94	11031032	1	CAB TILT CONTROL LOCATION, OFFICER'S SIDE FRONT BUMPER
95	11031100	1	MANUAL BACK-UP TILT SYSTEM
96	11031350	1	CAB DOORS, FULL LENGTH (4)
97	11031385	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE
98	11031390	1	AUXILIARY CAB STEPS, ALUM, GRIP STRUT (SET OF 4)
99	11031399	1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS
100	11031419	1	CAB DOOR WINDOWS, MANUAL (4)
101	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES
102	11031440	1	TWO SLIDING WINDOWS IN BACK WALL OF CAB APPROX 16.25" X 14.25"
103	11031465	1	WINDOW TINTING (LIMO TINT 8%) - EACH (6)
104	52010010	1	ELECTRIC INTERMITTENT WIPERS
105	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED
106	52030200	1	WINDSHIELD WASHER RESERVOIR
107	38010015	1	MIRRORS LANG MEKRA 300 SERIES REMOTE
108	38030210	1	OFFICER'S SIDE OUTRIGGER MIRROR, REAR EXTERIOR WALL OF CAB, 12" CONVEX, TRUCK-LITE
109	11024405	1	UPPER GRILLE, LEVEL STYLE FACADE (X SERIES)
110	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED
111		1	**ENG LED backlight color for upper grille = Red
112	11024605	1	LOWER GRILLE, POLISHED STAINLESS (X SERIES)
113	20010080	1	BUMPER, 18" POLISHED STAINLESS STEEL
114		1	**ENG Siren Speaker Perforations = No Speaker Perforations in Bumper.
115	20029800	1	BUMPER SIDES, DIAMONDPLATE
116	20040105	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (18" BUMPER)

Line	Item #	Qty	Item Description/Comments
117	20040300	1	1" LIP AROUND BUMPER TROUGH
118	20030120	1	STORAGE WELL COVER, TREADPLATE, 4" RAISE
119	20030510	1	CUT-OUT IN STORAGE WELL COVER
120	20030600	1	BUMPER TROUGH LIGHTING, TECNIQ E44 LED LIGHT STRIP
121	20031200	1	BELL MOUNTED FRONT BUMPER
122	20031230	1	MOVEABLE MOUNTING WITH INTERLOCK FOR BELL
123	12010420	1	AIR HORNS, DUAL, HADLEY E TONE H09324AC ROUND, 24.5", THRU BUMPER
124		1	**ENG Air Horns Location: Outboard, (1) each side.
125	12030205	1	AIR HORNS WIRED TO STEERING WHEEL BUTTON
126	12030310	1	FOOT SWITCH, OFFICER'S SIDE
127	12030350	1	LANYARD CONTROL FOR AIR HORNS
128	12510110	1	ELEC SIREN, WHELEN 295HFS2, REMOTE FLUSH MOUNT
129	12620100	1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A
130	12670110	1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE
131	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT
132		1	**ENG Q2B Wiring = Wired to Emergency Master then shed with parking brake on.
133	12730205	1	MECH SIREN WIRED TO STEERING WHEEL BUTTON
134	12730350	1	MOMENTARY SWITCH ON DASH, OFFICER'S SIDE, FOR MECH SIREN
135	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE
136		1	**ENG Siren Brake Switch for Driver in Lower Console Position 2.
137		1	**ENG Siren Brake Switch for Officer in Lower Console Position 5.
138	32520525	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS (TRIPLE UPPER WARNING)
139		1	**ENG Headlight Interior Finish = Chrome.
140	32530500	1	ALTERNATING FLASHER FOR HEADLIGHT
141	48010305	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4) (LOWER HOUSING)
142	32530754	1	ICC, LED BROW LIGHT INTEGRATED MARKERS

Line	Item #	Qty	Item Description/Comments
143	32530910	1	MARKER LIGHTS, BRITAX, SHORT FLEXIBLE, LED, PAIR, ON SIDES OF CAB
144	27022120	1	HANDRAILS, CAB EXTERIOR, KNURLED STAINLESS STEEL (4) SIDE
145	27030615	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (2)
146	27030655	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (2)
147	27025000	1	HANDRAILS, CAB INTERIOR, BLACK RUBBER COATED (2) FRONT ENTRY
148	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)
149	27040100	1	INTERIOR DOOR, NYLON STRAP (FRONT & REAR CAB DOORS)
150	11035405	1	DIAMONDPLATE REAR EXTERIOR WALL OF CAB (AERIAL OR TOP MOUNT)
151	11035420	1	DIAMONDPLATE CAB ROOF 30" x FULL WIDTH
152	31010287	1	INTERIOR, MULTISPEC GRAY SPECKLE PAINT W/GRAY-BLACK DURAWEAR
153	11032929	1	DOOR PANEL, FULL STS
154	31010290	1	CAB INTERIOR FLOOR COVERING, GRAY RUBBERIZED
155	22510100	1	ENGINE ENCLOSURE, FULL LENGTH
156	22510530	1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND
157	11031681	1	TOOL MOUNTING PLATE, TOP OF ENGINE ENCLOSURE
158	11031677	1	CENTER CONSOLE NOT PROVIDED
159	22610050	1	ENGINE HOOD LIGHT, LED (1)
160	11031512	1	COMPUTER TRAY IN LIEU OF GLOVE BOX
161	11031712	1	UPPER CREW DOOR AREA, OPEN
162	29810100	1	CHASSIS ELECTRICAL DESCRIPTION
163	30010135	1	INSTRUMENTATION, AMETEK W/ CENTER & OVERHEAD CONSOLES (AERIALS)
			Upper Command Console: 
164		1	**ENG Overhead Console Position 3 -HVAC controls.

Line	Item #	Qty	Item Description/Comments
165		1	**ENG Overhead Console Position 4 -Chassis indicators. -Seat belt monitor. -Air horns lanyard control.
166	30010508	1	LOWER COMMAND CONSOLE, X10
			
167	30010710	1	CAB PUMP SHIFTER, AIR (FOR HALE G-SERIES PUMP TRANSMISSION)
168	30011000	1	PUMP INTERLOCK, NOT CONNECTED WITH ODOMETER
169	30031610	1	DO NOT MOVE LIGHT, WHELEN TIR3 LED
170		1	**ENG Door Ajar Light Location = Centered below upper command console.
171	30031650	1	DO NOT MOVE ALARM
172	30031675	1	DO NOT MOVE DISENGAGE BUTTON
173	29930200	1	MAPBOOK SLOT ON BREAKER PANEL
174	29910100	1	PROGRAMMABLE LOAD MANAGER, CLASS-1 SUPERNODE II
175	30031100	1	HIGH IDLE SWITCH
176	11040000	1	CAB ACCESSORY FUSE PANEL
177	84541540	1	POWER & GROUND STUDS, UPPER COMMAND CONSOLE
178		1	**ENG Requirements (AMPS) for Power/Ground Studs in Upper Command Console: (1) 12-volt 60-amp, direct to the battery ignition off. (1) 12-volt 30-amp switched battery first position on ignition switch. (1) 12-volt 30-amp ignition power second position on ignition switch. (1) 12-volt 125-amp ground.
179	30110000	1	VEHICLE DATA RECORDER, AKRON/WELDON
180	33510030	1	INTERIOR CAB LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
181	34010030	1	INTERIOR CREW LIGHTS, WHELEN 6" ROUND RED/CLEAR LED (2)
182	33530652	1	INTERIOR CAB DOOR WARNING LIGHTS, WHELEN 500 TIR6 LED, 50*03Z*R (QTY 4)

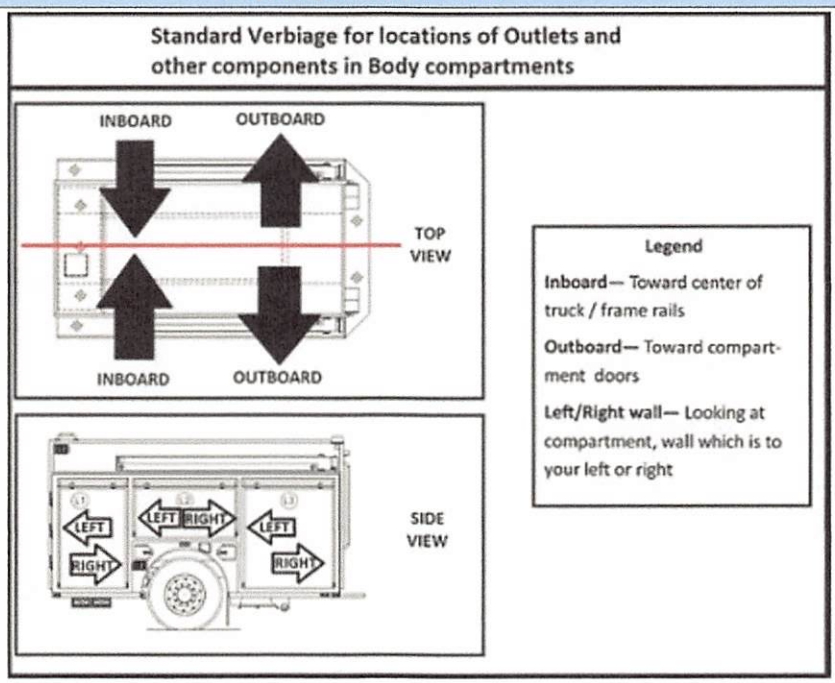
Line	Item #	Qty	Item Description/Comments
183		1	**ENG Cab Door Light Color = Red.
184	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)
185	28020500	1	AIR CONDITIONING WARRANTY, 1 YEAR
186	28090100	1	A/C TO FACE
187	28030500	1	DEFROSTER DUCTWORK, ENTIRE WINDSHIELD
188	11031685	1	TOP HEAT/AC STORAGE, MAP BOOK COMPARTMENT
189	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)
190	38340110	1	PRIMARY SEAT POSITION
191	38320000	1	HELMET STORED IN COMPARTMENT
192	39010118	1	OFFICER'S SEAT, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
193	38340110	1	PRIMARY SEAT POSITION
194	39030010	1	OFFICER'S SEAT COMPT, OPEN FRONT
195	38320000	1	HELMET STORED IN COMPARTMENT
196	39521129	1	CREW SEAT 1, BOSTROM TANKER 450, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)
197	38340110	1	PRIMARY SEAT POSITION
198	38320000	1	HELMET STORED IN COMPARTMENT
199	11031814	1	EMS CABINET, FORWARD FACING, SINGLE (AERIAL)
200	11032240	1	INTERIOR ACCESS, ROLL-UP DOOR, ROM
201	11032415	1	INTERIOR COMPARTMENT DOOR LOCK
202	11032312	1	ADJUSTABLE SHELVES, EMS COMPT (2)
203	39521431	1	CREW SEAT 4, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)
204	38340120	1	SECONDARY SEAT POSITION
205	38320000	1	HELMET STORED IN COMPARTMENT
206	39550100	1	SEAT COLOR, GRAY
207	39560115	1	ARTWORK PROOF, BOSTROM (EXISTING PROOF ON FILE)
208	39560510	4	CUSTOM SEAT LOGOS, BOSTROM (PER SEAT) (4)

Line	Item #	Qty	Item Description/Comments
209	39610000	3	SCBA BRACKETS, BOSTROM, SECURE ALL (3)
210	38410000	1	SEAT BELT WARNING SYSTEM, AKRON / WELDON
211	39710008	1	DOUBLE CREW SEAT COMPT, OPEN FRONT, W/WEBBING
212	11031745	1	OVERHEAD STORAGE, FRONT OF 10" RR W/DOORS
213	84561010	1	CAMERA SYSTEM, FRC, INVIEW TRUEVIEW, SINGLE CAMERA (WIRED)
214	10310200	1	PUMP & PLUMBING
			PUMP & PLUMBING
215	60012555	1	QMAX-2000 GPM 6" SUCTION SINGLE STAGE PUMP
216	60025010	1	GEARBOX, HALE, G-SERIES, FRONT MOUNTED
217	60026000	1	PUMP PACKING, HALE
218	60031005	1	ALLOY ANODES, HALE (2)
219	60035123	1	PUMP TEST, THIRD PARTY TESTING
220	61510000	1	AUXILIARY COOLER (HEAT EXCHANGER)
221	62010002	1	STAINLESS STEEL PIPING
222	66020100	1	3" TANK TO PUMP W/CHECK VALVE
223	61720100	1	VALVE, AKRON HEAVY DUTY
224	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
225	73010100	1	TANK FILL 1.5"
226	61720100	1	VALVE, AKRON HEAVY DUTY
227	61770120	1	ACTUATOR, VALVE, PUSH/PULL HANDLE, INNOVATIVE CONTROLS
228	61010405	1	PRESSURE GOVERNOR, CLASS 1 TPGJ1939
229	61210410	1	INTAKE PRESSURE CONTROL, TFT A1831
230	63021100	1	6" MAIN SUCTION, LEFT SIDE
231	65030000	1	2.5" LEFT SIDE INLET
232	61720100	1	VALVE, AKRON HEAVY DUTY
233	61770100	1	ACTUATOR, VALVE, SWING HANDLE
234	60036010	1	THREADS, NST

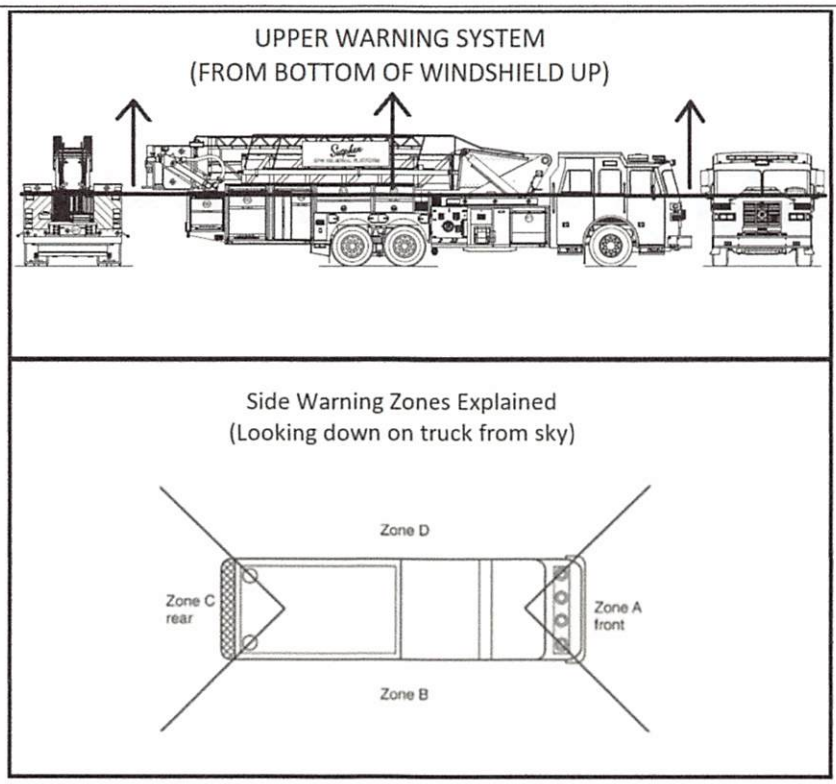
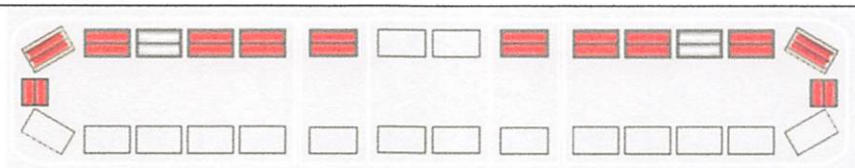
Line	Item #	Qty	Item Description/Comments
235	63025100	1	6" MAIN SUCTION, RIGHT SIDE
236	64030000	1	2.5" RIGHT SIDE INLET
237	61720100	1	VALVE, AKRON HEAVY DUTY
238	61770100	1	ACTUATOR, VALVE, SWING HANDLE
239	60036010	1	THREADS, NST
240	70525125	1	2.5" DISCHARGE, LEFT - POSITION 1
241	61720100	1	VALVE, AKRON HEAVY DUTY
242	61770100	1	ACTUATOR, VALVE, SWING HANDLE
243	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
244	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
245	60036010	1	THREADS, NST
246	70525125	1	2.5" DISCHARGE, LEFT - POSITION 2
247	61720100	1	VALVE, AKRON HEAVY DUTY
248	61770100	1	ACTUATOR, VALVE, SWING HANDLE
249	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
250	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
251	60036010	1	THREADS, NST
252	71025130	1	3" DISCHARGE, RIGHT - POSITION 3
253	61720110	1	VALVE, AKRON SLOW CLOSE
254	61770100	1	ACTUATOR, VALVE, SWING HANDLE
255	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
256	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
257	60036010	1	THREADS, NST
258	71025125	1	2.5" DISCHARGE, RIGHT - POSITION 4
259	61720100	1	VALVE, AKRON HEAVY DUTY
260	61770100	1	ACTUATOR, VALVE, SWING HANDLE

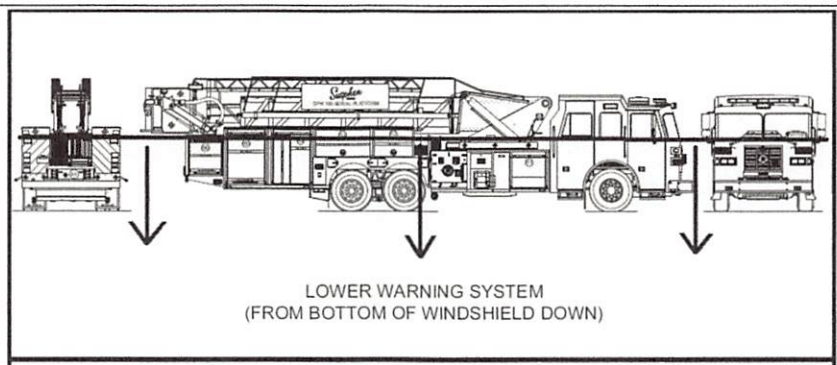
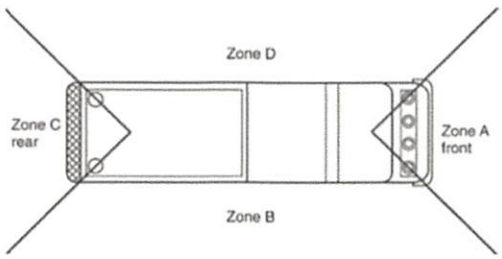
Line	Item #	Qty	Item Description/Comments
261	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
262	61810150	1	DISCHARGE TERMINATION, 30 DEGREE ELBOW
263	60036010	1	THREADS, NST
264	72230020	1	DISCHARGE 1.5" FRONT BUMPER, 2" PLUMBING, DRIVER'S SIDE (AERIALS)
265	61720100	1	VALVE, AKRON HEAVY DUTY
266	61770430	1	ACTUATOR, VALVE, ELECTRIC, AKRON 9343
267	77021015	1	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5"
268	60036010	1	THREADS, NST
269		1	**ENG Front Discharge Swivel Location/Trough = Top of Bumper.
270	72240100	1	VERTICAL STOP PINS FOR FRONT BUMPER SWIVEL
271		1	**ENG Vertical Stop Pins = Installed one each side of the front bumper swivel to keep the hose from swinging into the cab.
272	72811000	1	ONE 2.5" CROSSLAY, 2.5" SWVL & TWO 2" CROSSLAYS W/1.5" SWIVEL (SPH)
273	61720100	3	VALVE, AKRON HEAVY DUTY (3)
274	61770430	3	ACTUATOR, VALVE, ELECTRIC, AKRON 9343 (3)
275	77021015	3	GAUGE, DISCH, INNOVATIVE CONTROLS TC SERIES, 2.5" (3)
276	60036010	3	THREADS, NST (3)
277	72910520	1	COVER, VINYL FOR CROSSLAYS (SPH)
278	72932210	1	COVER FASTENERS, METAL SNAPS
279		1	**ENG Specify details for side covers: Number of flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = OEM Discretion.
280	61742000	1	MASTER PUMP DRAIN, MULTIPORT
281	61730005	8	DRAIN VALVES, INNOVATIVE CONTROLS, LIFT-UP (8)
282	78521447	1	WATERWAY CONTROL, 4" VALVE, AKRON 9345 ELECTRIC ACTUATOR
283	61910100	1	WATERWAY DRAIN VALVE, AKRON 1.5" PUSH/PULL CONTROL
284	10310210	1	FOAM SYSTEM
			FOAM SYSTEM
285	73540016	1	FOAM SUPPLY SYSTEM, ELKHART W/FLUSH (FOR EXTERNAL EDUCTOR)
286		1	**ENG Class of Foam = Class A Foam

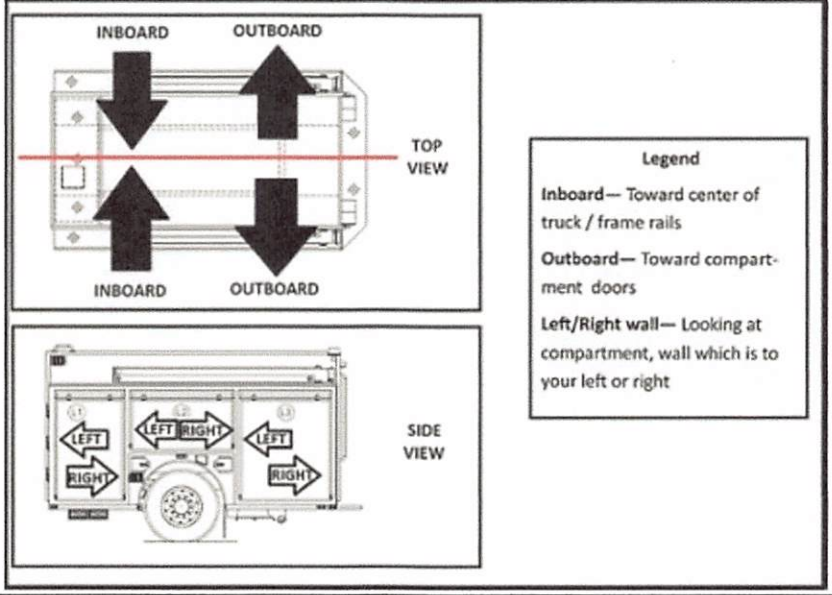
Line	Item #	Qty	Item Description/Comments
287	73531425	1	FOAM TANK 30 GALLON BUILT INTO BOOSTER TANK
288	10310220	1	PUMP PANEL
			PUMP PANEL
289	74920210	1	SPH1 - SIDE MOUNT PUMP PANEL
290	74930510	1	PANEL FINISH, BRUSHED STS
291		1	**ENG Pump Panel Label Verbiage Standard = Yes.
292	74931000	1	ESCUTCHEON PLATES
293	74931050	1	COLOR CODING
294		1	**ENG Color Coding Standard = Yes.
295	74931210	1	PUMP MODULE FRAMEWORK, NON-PAINTED
296	74931310	1	PUMP FINISH, PAINTED BY PUMP MFG
297	74931520	1	PLUMBING FINISH, NON-PAINTED
298		1	**ENG Non-Painted Plumbing = Stainless steel welds shall be treated/coated.
299	75510230	1	PUMP OPERATOR LIGHTS, TECNIQ E44 LED STRIP
300	75530112	1	PUMP PANEL LIGHTS OFFICER'S SIDE, TECNIQ E44 LED STRIP
301	76010105	1	PUMP PANEL GAUGES & CONTROLS
302	60028050	1	PUMP PRIMER, TRIDENT, AIR
303	60028310	1	(1) PRIMER BUTTON - MAIN SUCTION
304	76025100	1	COMPRESSION FITTINGS ON AIR SYSTEM (CTZ PUMP MODULE)
305	76030805	1	HALE TRV-L THERMAL RELIEF VALVE WITH LIGHT AT PUMP PANEL
306	76031900	1	AIR HORN PUSH BUTTON SWITCH ON PUMP PANEL
307	76510065	1	GAUGES, MASTER, INNOVATIVE CONTROLS TC SERIES, 4"
308	77510090	1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-40
309		1	**ENG Water Level Gauge Color = Multi Color.
310	77540155	1	GAUGE, FOAM LEVEL, CLASS 1, INTELLI-TANK ITL-4
311		1	**ENG Class of Foam for Foam Gauge = Class A.
312	10310230	1	WATER TANK

Line	Item #	Qty	Item Description/Comments
			WATER TANK
313	83525200	1	WATER TANK BRAND, UPF
314	83520205	1	WATER TANK, 300 GAL, POLY (AERIALS)
315	83530130	1	WATER TANK WARRANTY, UPF, LIFETIME
316	10310300	1	BODY
			BODY
317	80029910	1	BODY SUBFRAME, SPH100
318	80117030	1	BODY SPH-3, LEFT 56" H / RIGHT 56"H
319		1	**ENG Dealer Supplied Compartmentation = Compartment options will be Dealer Supplied.
320	10310302	1	BODY COMPARTMENTS
			BODY COMPARTMENTS
			Standard Verbiage for locations of Outlets and other components in Body compartments 
321	81165705	1	UNISTRUT TRACK IN COMPTS
322	80220220	1	COMPT DOORS, HINGED, ALUM, PAINTED
323	80230400	1	HINGED COMPT DOORS INTERIOR FINISH, SMOOTH
324	80230200	13	COMPT DOOR LOCKS, KEYED ALIKE (13)
325	84531110	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT

Line	Item #	Qty	Item Description/Comments
326	10310305	1	BODY EXTERIOR
			BODY EXTERIOR
327	81320205	1	SPH 100 HOSEBED, ALUM FLOORING
328	81410000	1	COVER, VINYL, MAIN HOSE BED
329	81431300	1	REAR HOSEBED COVER, VINYL
330	81440210	1	COVER FASTENERS, METAL SNAPS
331		1	**ENG Specify number of rear flaps, fasteners & and how they terminate (manufacturer's discretion or customer specified?) = TBD @ Pre-Con.
332	81332015	1	HOSEBED LIGHTING, FRONT, TECNIQ E44 LED LIGHT STRIP
333	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS
334	81910500	1	HANDRAILS, KNURLED STS, SPH100
335	82014500	1	STEPS, IC FOLD DOWN W/LIGHT (SPH)
336	82510000	1	RUB RAILS, ANODIZED ALUM
337	83010125	1	ALUMINUM TREADPLATE (SPH)
338	83030605	1	REAR FENDERS, STAINLESS SMOOTH PAINTED (TANDEM AERIALS)
339	80290101	1	FIBERGLASS WHEEL WELL LINERS (TANDEM AERIALS)
340	80231260	1	7 SCBA CYLINDER COMPTS (TANDEM BODY)
341	80290310	7	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT (7)
342	89020230	1	LADDERS, ALCO-LITE (SPH) 115' 14', 16', 16', 24'-2sec, 35'-2sec & 10'F
343	89512200	1	LADDERS ENCLOSED IN HOSEBED ON BEAM (SPH)
344	89520225	1	LADDER ENCLOSURE, PAINTED ALUM DOOR
345	10310310	1	ELECTRICAL
			ELECTRICAL
346	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED
347	84511100	1	BODY ELECTRICAL DESCRIPTION
348	84520000	1	BACK UP ALARM, ECCO SA917
349	85010420	1	TAILLIGHTS, WHELEN M6 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)
350		1	**ENG Tail Light Housing Color = Chrome.

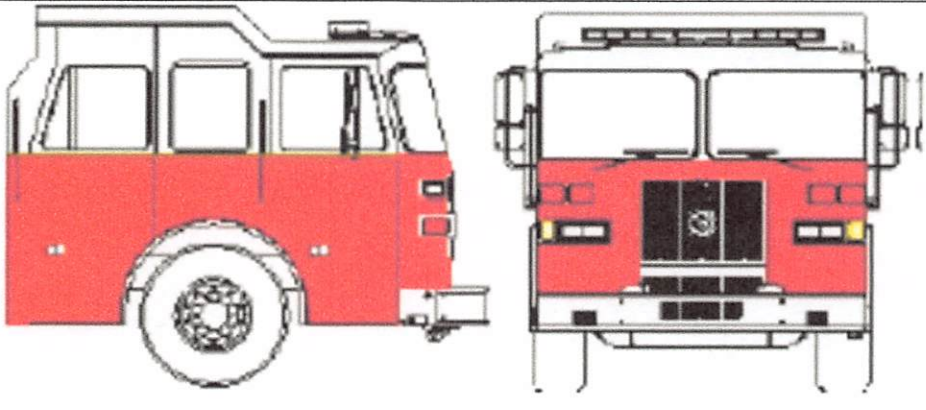
Line	Item #	Qty	Item Description/Comments
351	85110100	1	ICC LIGHTS, LED
352	85130100	1	MARKER LIGHTS, BRITAX, FLEXIBLE, LED, PAIR, ON SIDES OF BODY, REAR CORNERS
353	85510205	1	STEP LIGHTS, LED, REAR BODY & WHELEN 2G AT PUMP PANEL
354	85710020	1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #44042C LED (TANDEM)
355	86520300	1	REAR WORK LIGHTS, (2) FIRETECH WL-2000-F-B, LED
356	86600105	1	OPTICAL WARNING SYSTEM, UPPER (SPH100)
			
357	86610130	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 14 MODULES
			
358	86920100	1	UPPER ZONE A LIGHTBAR, STANDARD CONFIGURATION
359		1	**ENG Zone A, Upper Lightbar Standard Configuration = Single light bar: (2) end red LED modules, (2) corner red LED modules, (8) forward-facing red LED modules, and (2) forward-facing white LED modules. All clear outer lenses. Installed on the cab roof as far forward as possible with two (2) MK8H 5in. cast aluminum risers.
360	86699999	1	UPPER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), COVERED BY ZONES A & C

Line	Item #	Qty	Item Description/Comments
361	86710105	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, L31 (PAIR)
362	86810200	1	UPPER WARNING LIGHTS, ZONE C (REAR PLATFORM), WHELEN M6 LED, M6* (QTY 1)
363	86899999	1	UPPER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), COVERED BY ZONES A & C
364	87100105	1	OPTICAL WARNING SYSTEM, LOWER (SPH100)
			 Side Warning Zones Explained (Looking down on truck from sky) 
365	87110210	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN M6 LED, M6* (QTY 4)
366	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)
367		1	**ENG Zone A, Lower - Front, Mounting Location = (2) Warnings in top headlight housing, each side.
368	87210220	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN M6 LED, M6* (QTY 4)
369	87812140	1	LOWER, ZONE B - MOUNTING LOCATION (SL100, SLR108, SPH100)
370		1	**ENG Zone B, Lower - Officer's Side, Mounting Location = (1) Warning light near the front corner of the apparatus, (1) under the turntable area, (1) near the rear axle, and (1) near the rear corner of the apparatus.
371	87310200	1	LOWER WARNING LIGHTS, ZONE C (REAR), WHELEN M6 LED, M6* (QTY 2)
372	87410220	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN M6 LED, M6* (QTY 4)
373	87814140	1	LOWER, ZONE D - MOUNTING LOCATION (SL100, SLR108, SPH100)

Line	Item #	Qty	Item Description/Comments
374		1	**ENG Zone D, Lower - Driver's Side, Mounting Location = (1) Warning light near the front corner of the apparatus, (1) under the turntable area, (1) near the rear axle, and (1) near the rear corner of the apparatus.
375	88390970	2	SCENE LIGHT, FRC RADIANT LUX, LED, SURFACE MNT, 22K LUMENS, 12V (2)
376		1	**ENG Scene Light Details = (1) each side of cab above side windows
377	88393000	1	SCENE LIGHTS, FIRETECH 30K LUMENS, 12V LED, 72" 3-PIECE BROW, W/INTEGRATED ICCS FT-B-72-ML-3PKIT-* (1)
378		1	**ENG ICC Cab Marker Lights Integrated in Brow Light = Yes
379	88393052	2	SCENE LIGHT, FIRETECH GUARDIAN ELITE 20K, 12V LED, SURFACE MOUNT, FT-GESM (2)
380		1	**ENG Scene Light Details = Rear of the body (1) each side
381	10310320	1	GENERATOR & ACCESSORIES
			GENERATOR & ACCESSORIES
			Standard Verbiage for locations of Outlets and other components in Body compartments 
382	88230201	1	GENERATOR, SMART POWER, 6KW ER HYD, AERIALS
383	88238510	1	GENERATOR WARRANTY, SMART POWER, 5 YEARS
384	88250415	1	CIRCUIT BREAKER PANEL, EATON NEMA 3R (12 SPACE)
385	88251120	1	BREAKER PANEL, STD LOCATION (L2)
386		1	**ENG Breaker panel to be mounted as high as possible in the compartment.
387	88431205	1	HANNAY ECR-1616-17-18 REEL W/150' 10/3 (1)
388	88433040	1	MOUNTING OF ELEC CORD REEL IN OFFICER'S SIDE AREA, REAR OF OUTRIGGER COMPT

Line	Item #	Qty	Item Description/Comments
389		1	**ENG Reel Motor Location #1 = Right Rear, (Shelf/Dunnage/A1 (2) Reels-Mnt Lft Side of Compt, Motor Rght)
390	88390860	1	LIGHT, FRC RADIANT LUX, LED, SURFACE MNT, 22K LUMENS, 240V, UNDER PLATFORM (1)
391	88390885	2	LIGHT, FRC RADIANT MAX, LED, TELE, 32K LUMENS, 240V, TURNTABLE (2)
392		1	**ENG Scene Light Details = Chrome
393	88390887	2	LIGHT, FRC RADIANT MAX, LED, TELE, 32K LUMENS, 240V, SPH PLATFORM (2)
394		1	**ENG Scene Light Details = Chrome
395	88390445	1	SCENE LIGHT, FIRETECH FT-GESM, 20K LUMENS, 120V W/ TRANSFORMER LED, FACE OF PLATFORM (1)
396		1	**ENG Scene Light Details = Face of platform
397	88399959	1	SCUFF PLATES FOR TELE LIGHTS - NOT PROVIDED
398	10310400	1	AERIAL
			AERIAL
399	10040610	1	MODEL SPH100, AERIAL COMPONENTS
400	94020236	1	AERIAL TOWER ASSEMBLY, SPH100
401	94020315	1	TURNTABLE ACCESS, LOWER LEFT, FIXED STEPS
402	94020325	1	FOLDING STEP UNDER TURNTABLE ACCESS STEP
403	94020340	1	TURNTABLE ACCESS, UPPER LEFT, LADDER
404	94020360	1	TURNTABLE ACCESS, UPPER RIGHT, FOLDING STEPS
405	94020250	1	INTERLOCK SYSTEM
406	94020260	1	ROTATION LIMITING SYSTEM & SMART BOOM WARNING SYSTEM
407	94020265	1	ROTATION LIMITING ALARM , FLOYD BELL US-09-515-S
408	94020272	1	HYDRAULIC SYSTEM - SPH100
409	94020900	1	12 VOLT AUXILIARY HYDRAULIC POWER
410	94020286	1	PEDESTAL CONTROLS, PROPORTIONAL TYPE, SPH100
411	94021212	1	BOOM ASSEMBLY - SPH100
412	94020465	1	AERIAL SPOT LIGHTS – (2) FIRETECH FT-WL-X-5-S-B, LED (SP95,100,110,SPH)
413	94021326	1	LADDER SPH 100 HIGH RAIL, LOW PROFILE AT TURNTABLE - CABLE TRACK
414	94020490	1	LADDER LIGHTING SYSTEM, FIRETECH FT-WL-2000-S-B, LED (SP95, 100, 110, SPH)

Line	Item #	Qty	Item Description/Comments
415		1	**ENG Ladder Lighting Color = Blue
416	94021337	1	HYDRAULIC CYLINDERS - SPH 100
417		1	**ENG - DUPLICATE CALL OUT: FRONT SUSPENSION LOCKING CYLINDERS, AERIALS (41040100)
418	94021344	1	AERIAL TOWER WATERWAY - SPH100, SP110
419	94021450	1	WATERWAY WARRANTY, AMITY, 10 YEARS
420	94021027	1	OUTRIGGER GROUND JACKS, MANUAL CONTROL, SPH100
421	94021050	1	OUTRIGGERS, PINS
422	94021090	1	AERIAL JACKS ALARM, ECCO DT500
423	94021064	1	OUTRIGGER SPOT LIGHTS, FIRETECH LASER CANON
424	94021100	1	OUTRIGGER DISPLAY PANEL COVER, STAINLESS STEEL
425	94021165	1	OFFICER'S SIDE AREA, REAR OF OUTRIGGER, CORD REEL COMPARTMENT W/DOUBLE HINGED DOOR
426	93910012	1	JACK PADS, BLACK - SPH100, SL100
427	94021340	1	OPERATIONAL TEST - AERIAL PLATFORMS
428	94040052	1	LADDER TEST, THIRD PARTY TESTING
429	94210016	1	4-DOOR PLATFORM, SPH
430	94210145	1	PLATFORM DOOR SKIN, FORWARD FACING, DIAMONDPLATE (SPH)
431	94210156	1	PLATFORM DOOR SKIN, REARWARD FACING, SMOOTH ALUMINUM (SPH)
432	94210014	1	PLATFORM ACCESS LADDER
433	94210318	1	PLATFORM BOOM CONTROLS, PROPORTIONAL TYPE, SPH/SPI112
434	94210342	1	PLATFORM CONTROL COVER, DIAMONDPLATE
435	94210280	1	DELETE PLATFORM SPOT LIGHT
436	94210295	1	MARKER LIGHTS, BRITAX FLEXIBLE, LED, PAIR, ON SIDES OF YOKE
437	94210350	1	120 VOLT OUTLET IN PLATFORM
438		1	**ENG NEMA Number = NEMA L5-15 Twist-Lock.
439	94210802	1	75 GPM WATER CURTAIN FOR SPH 100 or SPI112
440	94210705	1	YOKE OUTLETS - SPH100

Line	Item #	Qty	Item Description/Comments
441	94210512	1	MONITOR, DS AKRON 3482 STREAM MASTER2, ELECTRIC, 1250 GPM W/AKRON 5177 ELECTRIC NOZZLE
442	94210511	1	MONITOR, OS, AKRON 3481 STREAM MASTER2 , MANUAL 1250 GPM
443	94210675	1	NOZZLE, OS, AKRON 2499 & 3488 PIPE
444	94210997	1	INTERCOM SYSTEM, FRC ACT 2-STATION
445	94211100	1	PLATFORM AIR SYSTEM W/ 4500 PSI DOT AIR TANK
446	94212500	1	BREATHING AIR ALARM, FLOYD BELL TUHC-V88R-930-Q
447	94270510	1	BREATHING AIR TANK LOCATION, TURNTABLE, OFFICER'S SIDE
448	94210017	1	PARAPET LADDER, SPH100
449	94280150	1	STOKES ARMS, SPH100 PLATFORM
450	94295001	1	SINGLE LIFTING EYE, 800 LB.
451	10310410	1	PAINT & FINISH
			PAINT & FINISH
452	90010030	1	STAINLESS PAINT SCHEME - CORP AERIALS
453	90030007	1	TWO TONE CAB
454	90030002	1	METALLIC PAINT
455	90029910	1	PAINT BREAK #1 - BOTTOM OF WINDSHIELD
			
456	90030159	1	PAINT FRAME RAILS, FUEL BEAM, BODY REAR DROP & LOWER AERIAL COMPONENTS - BLACK (TANDEM)
457	90030031	1	PAINT, TURNTABLE, SIDE PLATES & LIFT CYLINDER SILVER
458	90030190	1	TEXTURED FRAME RAIL COATING, PLUMBING AREA
459	90030033	1	PAINT, LADDER SHEAVE BEAMS, EXT CYLINDER & YOKE SILVER

Line	Item #	Qty	Item Description/Comments
460	90030015	1	A/C CONDENSER PAINTED ROOF COLOR
461		1	**ENG Dealer Supplied Graphics = Dealer supplied graphics will be provided for all options except rear chevrons.
462	90630610	1	1/2" 22KT GOLD STRIPE W/PRINTED EDGES AT CAB PAINT BREAK
463	90684120	1	CHEVRON STRIPING, LADDER ENCLOSURE DOOR, REFLEXITE
464	90681120	1	CHEVRON STRIPING, REAR BODY OUTBOARD, REFLEXITE (Aerial Platforms)
465		1	**ENG Chevron Striping, Rear Body Color = #030 Red Transparent & #L2 Fluorescent Lime.
466	90681420	1	CHEVRON STRIPING, REAR PLATFORM OUTBOARD, REFLEXITE
467		1	**ENG Chevron Striping, Rear of Platform Color = #030 Red Transparent & #L2 Fluorescent Lime.
468	90710000	1	BOOM SIGN, APPROX 78" X 12"
469	10310420	1	EQUIPMENT
			EQUIPMENT
470	91010000	1	MISC EQUIP - (1) PINT TOUCH-UP PAINT, STAINLESS STEEL NUTS & BOLTS
471	91030702	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD IN REAR LADDER ACCESS AREA (SPH)
472		1	**ENG Wheel Chock Mounting Locations = Stored in rear ladder access area.
473	89050100	1	PIKE POLE STORAGE TUBES, (3) EA SIDE
474	10310600	1	COMPLETION & WARRANTY
			COMPLETION & WARRANTY
475	99010100	1	MANUALS, ELECTRONIC VERSION (2-USB)
476	99031110	1	DELIVERY, AERIAL APPARATUS
477	99520210	1	WARRANTY, ONE YEAR - AERIALS (DUBLIN)
478	99521100	1	WARRANTY, FRAME, LIFETIME
479	99521200	1	WARRANTY, CAB STRUCTURAL, 10 YR.
480	99521300	1	WARRANTY, BODY STRUCTURAL, 10 YR.
481	99521400	1	WARRANTY, PAINT, 10 YR.
482	99521500	1	WARRANTY, AERIAL MECHANICAL, 2 YR.
483	99521600	1	WARRANTY, AERIAL STRUCTURAL, 30 YR.
484	99521900	1	WARRANTIES, MAJOR VENDOR COMPONENTS

Line	Item #	Qty	Item Description/Comments
485	10310500	1	DEALER SUPPLIED
			DEALER SUPPLIED
486	PDB000283	1	DEALER SUPPLIED - DEALER PREP
487	PDB000381	1	DEALER SUPPLIED - PDI-Aerial
488	PDB000103	1	DEALER SUPPLIED - Cab 12V Electrical Prewire
489	PDB001296	1	DEALER SUPPLIED - Antenna Mounting(2)
490	PDB000101	1	DEALER SUPPLIED - Radio Mount- Dual Head
491	PDB000122	1	DEALER SUPPLIED - Compartment Matting- Ladder
492	PDB001806	1	DEALER SUPPLIED - GRAPHICS
493	PDB001702	1	DEALER SUPPLIED - SHELVING ALLOWANCE
494	PDB000105	1	DEALER SUPPLIED - Mount Equipment
495	PDB000104	1	DEALER SUPPLIED - Mount and provide power for Customer Computer
496	PDB000209	1	DEALER SUPPLIED - David Clark Intercom (Four Position) Hard Wired
497	PDB001175	1	DEALER SUPPLIED - Brigade 360 Camera Aerial
498	PDB000169	1	DEALER SUPPLIED - 120V Receptacle in EMS in Cab
499	PDB000331	1	DEALER SUPPLIED - Misc Equipment
500	PDB000507	1	DEALER SUPPLIED - TFT 125 EDUCTOR AND FITTINGS

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Sourcewell

Solicitation Number: RFP #113021

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Sutphen Corporation, 6450 Eiterman Road, Dublin, OH 43016 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

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apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

DocuSign Envelope ID: D84B92F8-94A2-4E2A-BCFB-F962C438ECE9

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

DocuSign Envelope ID: D84B92F8-94A2-4E2A-BCFB-F962C438ECE9

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

DocuSign Envelope ID: D84B92F8-94A2-4E2A-BCFB-F962C438ECE9

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

DocuSign Envelope ID: D84B92F8-94A2-4E2A-BCFB-F962C438ECE9

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: D84B92F8-94A2-4E2A-BCFB-F962C438ECE9

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: D84B92F8-94A2-4E2A-BCFB-F962C438ECE9

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: D84B92F8-94A2-4E2A-BCFB-F962C438ECE9

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

DocuSign Envelope ID: D84B92F8-94A2-4E2A-BCFB-F962C438ECE9

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/7/2022 | 9:22 PM CST

The Sutphen Corporation

DocuSigned by:
By: Drew Sutphen
14FD9C3BBDB0447...
Drew Sutphen
Title: President
Date: 2/8/2022 | 3:13 PM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/8/2022 | 5:16 PM CST

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RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name:	The Sutphen Corporation
Address:	6450 Eiterman Rd. Dublin, OH 43016
Contact:	Donna Newell
Email:	newell@sutphencorp.com
Phone:	614-889-1005
Fax:	614-889-0874
HST#:	31-0671786

Submission Details

Created On:	Tuesday November 02, 2021 10:26:29
Submitted On:	Tuesday November 30, 2021 12:43:06
Submitted By:	Justin Howell
Email:	justin.howell@sutphencorp.com
Transaction #:	93bf0e80-f6b0-4f36-b556-53e068f8e940
Submitter's IP Address:	70.61.26.138

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The Sutphen Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Sutphen Corporation	*
4	Proposer Physical Address:	6450 Eiterman Road Dublin, OH 43016	*
5	Proposer website address (or addresses):	www.sutphen.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Drew Sutphen President 6450 Eiterman Rd. Dublin, OH 43016 Drew.sutphen@sutphencorp.com 800-848-5860	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Justin Howell Senior Sales Territory Manager 6450 Eiterman Rd Dublin, OH 43016 Justin.howell@sutphencorp.com 800-848-5860	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Donna Newell Cooperative Purchasing Manager 6450 Eiterman Rd. Dublin, OH 43016 Donna.newell@sutphencorp.com 800-848-5860	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	With our main production and headquarters located in Dublin, OH. Sutphen also has production facilities in Urbana, and Hilliard, Ohio, as well as in Lake Ariel, Pennsylvania. Sutphen Corporation is a well-known custom fire apparatus manufacturer. Sutphen has been family owned and operated since 1890. It is the longest continuously owned and operated fire apparatus manufacturer in the country. As stated in our mission statement, Sutphen's core values and mission is to put customers first and treat them as family. MISSION STATEMENT At Sutphen, our mission is to build the safest, most reliable, fire apparatus in the world, through innovation and customer focus. CORE VALUES We recognize how important our customers, employees, and families are to the success of our company. We understand that our company's well-being is dependent upon our contributions and commitment. We all agree to grow our business through the following core values: Innovation – We will continually offer innovative new products in the fire apparatus market. Integrity – Mutually consider each other as a vital part of our production. Be truthful and honest. Teamwork – Divide the challenge, double the success. Respect – Treat others with the same respect we expect. Quality – We will constantly re-evaluate and upgrade our quality assurance process and our customer service. Accountability – We will be accountable for our work, and invest the time and effort to do things right the first time.	*
10	What are your company's expectations in the event of an award?	Sutphen Corporation looks forward to providing Sourcewell members with another avenue to efficiently and cost effectively purchase fire apparatus that saves time and effort, minimizes the need for individual RFPs and contracts, and meets the Sourcewell members' competitive and procurement requirements.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	The Company has annual audited financial statements and adheres strictly to GAAP. Over the past several years, Sutphen's average annual corporate Revenues have exceeded $100 million. Sutphen is profitable and has a strong EBITDA. The Balance Sheet is strong. The Company retains much of Equity as Cash. The Current Ratio over the past several years, including Customer Advances, is better than 1:1 All Current Liabilities, other than Customer Advances, are trade debt or liabilities incurred during the ordinary course of business. There is no senior bank debt. Nor is there subordinated or off Balance Sheet funding. The Company funds all Working Capital needs internally. Please see the attached Bank Letter of Credit and the Bonding Company Letter of Credit.	*
12	What is your US market share for the solutions that you are proposing?	If we use five (5) years of historical FAMA sales statistics. Sutphen represents approximately 7.1% of all reported sales including all apparatus categories in which the Company has the capacity to compete. In those apparatus categories in which Sutphen specializes, namely mid-mount aerial platforms, over the same five (5) years and category specific, Sutphen captured an average of 31% to 75% of sales	*
13	What is your Canadian market share for the solutions that you are proposing?	Historically Sutphen has sold aerial products primarily targeted to the US and Canada market. Sutphen however proposes the same products in the Canadian market as we do for US Market to help gain future market share.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) Not Applicable b) In the US and Canada, Sutphen fire apparatus is sold through a network of thirty-one (31) authorized, independent dealerships. Many of these dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support.	*

16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Licensing varies greatly by state in the US. In many, but not all, states, Sutphen Corporation must maintain both manufacturing and dealer, distributor, or specialty dealer licenses. In all cases where required, the Company hereby certifies that it holds current manufacturing licenses. In addition and on behalf of each of its authorized, independent dealers/distributors, Sutphen again hereby certifies that it obtains and maintains the dealer, distributor, or specialty distributor licenses where required by the state in which business is conducted. For the most part, all licensing, export documentation, and incremental paperwork for vehicles sold to end users in Canada is managed independently by the dealer/distributor responsible for selling into Canada. Sutphen Corporation is a member of both the Fire Apparatus Manufacturers Association (FAMA) and National Fire Protection Association (NFPA).	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	It is not Sutphen's business philosophy to go out of its way to garner industry awards or recognition. The Company would rather spend its efforts to provide the best possible fire apparatus and excellent customer service to its end users. Sutphen believes that its longevity in the industry speaks volumes about its success. In 2020, Sutphen celebrated its 130th anniversary and, today, is in the midst of its 131st year of operations. It is the industry's oldest continuously family-owned and operated fire apparatus manufacturer. Please see refer to the attached articles that showcase our continue growth the fire apparatus industry. Conway Family Business Award Announcement of the Tractor Drawn Aerial Urbana Chassis Ground Breaking Small Business Administrator Visit	*
19	What percentage of your sales are to the governmental sector in the past three years	The overwhelming majority of Sutphen's business is to the public government fire and emergency response entities. Occasionally, the Company will sell fire apparatus to commercial business, for example petroleum refineries or chemical manufacturers, to support their on-site fire response plans.	*
20	What percentage of your sales are to the education sector in the past three years	With the exception of sales to Colleges or Universities to support on-campus fire response centers or to a Fire Academy to support first responder education, Sutphen does not participate in the Education Sector.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sutphen currently holds contracts with the following cooperative purchasing agencies: Commonwealth of Pennsylvania's Cooperative Purchasing Program (COSTARS) • Florida Sheriffs Association (FSA) • Houston-Galveston Area Council (HGAC) • Louisiana Multiple Award Schedules (LaMAS) • New Jersey State Contract • Ohio State Term Schedule • Texas BuyBoard • Sourcewell Over the past three (3) years, Sutphen has sold an annual average of over 150 vehicles across all cooperative purchasing contracts. The trend is upward and Sutphen expects cooperative purchasing to continue to drive sales growth in the future.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sutphen CAGE Code 6L027, holds GSA Contract GS-30F-0012Y Under Schedule 23V, Automotive Superstore, SIN 190-01 Fire Fighting Apparatus and Attachments. Annual Sales Volumes are available at GSA's Schedule Sales Query website: https://ssq.gsa.gov.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Kissimmee Fire Dept.	Chief Jim Walls	james.walls@kissimmee.gov 407-518-2222	*
Cape Coral Fire Dept.	Div. Chief Mike Bush	mbush@capecoral.net 239-574-0501	*
DeKalb County Fire Rescue	Captain Bryan Dobson	BCDobson@dekalbcountyga.gov 404-808-0844	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
DeKalb County	Government	Georgia - GA	Fire Apparatus	17 Pumpers , 3 Aerials	$16.8 M	*
Miami Fire Rescue	Government	Florida - FL	Fire Apparatus	16 Pumpers, 5 Aerials, 2 Rescues, 2 Tankers	$19.3 M	*
Columbus Fire	Government	Ohio - OH	Fire Apparatus	1 Aerial, 2 Pumpers, 5 Rescues	$6.5 M	*
Orlando Fire	Government	Florida - FL	Fire Apparatus	11 Pumpers, 2 Aerials	$8.9 M	*
Durham Fire	Government	North Carolina - NC	Fire Apparatus	11 Pumpers	$6.4 M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	The dealers/distributors are supported by Sutphen's ten (10) person internal sales support team. The team's responsibility is to seamlessly and promptly support the Company's independent dealer/distributors throughout the sales process.	*
26	Dealer network or other distribution methods.	Sutphen has a network of over thirty-five (35) domestic and international authorized dealers/distributors.	*
27	Service force.	Many of Sutphen's dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support. Please see the Lists of Sutphen's Authorized Dealers/Distributors and Authorized Service Centers included as supporting documentation. Please also note that Sourcewell members can find their local authorized Sutphen apparatus dealer and service center on the interactive map that can be found on our website. http://www.sutphen.com/locations	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	If the customer is not an Sourcewell member, Sutphen will facilitate to the customer how to signup as a member. A Sutphen authorized dealer/distributor shall submit a proposal to the member. The member accepts the proposal and enters into a purchase agreement with Sutphen and issues a purchase order to build one or more fire apparatus. The Sutphen dealer/distributor sends a fully executed copy of the proposal, all pricing and supporting documentation to the customer. The Sutphen Contract Administration team, consisting of three (3) individuals, will process the incoming orders, manage workflow, and administrative requirements to contract completion and delivery. Sutphen will communicate with Sourcewell contract administrators as required by any cooperative purchasing contract issued to Sutphen by Sourcewell as a result of this offer herein.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	When a fire apparatus owner/user needs vehicle repair or repair/spare parts, the owner typically calls its local authorized, independent dealer/distributor or service provider. Warranty work, emergency repairs, or routine maintenance are generally handled by Sutphen's team of dedicated local service providers. More complex repairs or overhauls may need to be supervised by a Sutphen factory service technician who travels to the local service repair site. Customers may directly call one of Sutphen's three (3) factory service centers. Normal business hours are Monday-Friday, 6:00 am-5:00 pm Eastern time. After hours or in an emergency, a 24/7 Sutphen Service Technician is on call and will determine and implement the most appropriate solution to the emergency. For example, in the event of a "Truck Out of Service" call, the on-duty Service Technician receiving the call would follow established procedure and, in turn, notify and involve the Director of Service, the area Service Manager, and the applicable Production Manager who all, as a team, formulate and execute a "Back in Service" plan to get the truck operating as quickly as possible. Typically, within 24 hours the apparatus is once again functional. The goal is to minimize downtime and return an apparatus to dependable public service. Normal maintenance repairs or parts orders ship promptly. Sutphen offers both expedited and standard shipping options to the end user. Sutphen's local authorized, independent dealers/distributors or service providers, and the Company's factory service center, all offer full on-site (fire station or city service shop) apparatus service that is, oftentimes, the preferred, most timely and cost effective service option.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Through its dealer/distributor network and internal support teams, Sutphen sells and services customers in the United States. It will, again through its dealers/distributors, continue sell and service to the United States members.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Through its dealer/distributor network and internal support teams, Sutphen sells and services customers in Canada. It will, again through its dealers/distributors, continue sell and service to Canadian member agencies.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	No, Sutphen has authorized dealers, service centers, and technicians that are able to work anywhere within the United States. As noted above, members would first contact their local authorized dealer/distributor. If there is no local authorized dealer, the member would work directly with Sutphen Warranty Department and Service Center and a factory technician will be authorized and travel to complete the required warranty repairs.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	At this time the only entity sector that limits a regional presence would be Mississippi. As they primarily purchase off the Mississippi State Term contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Sutphen will continue to offer the same products and services of this RFP to Hawaii and Alaska as we do for rest of the contiguous United States. The only difference would be that additional charges may be applied for travel and delivery.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As an organization that relies heavily on its dealer network for both daily customer interfacing and long-term marketing endeavors, our first and foremost marketing strategy will be to target our dealer network. Our primary campaign will be of education and information dissemination regarding Sourcewell's benefits and opportunities as they relate to dealers and customers alike. We will mobilize this primary campaign through dealer meetings, dealer webinars, email campaigns, cooperative purchasing informational one-pagers, and more. Our dealer network will participate in the aforementioned meetings and learn from Sutphen's cooperative purchasing experts. To date, we have found great success in distributing this information to dealers who in turn educate our customers. While we plan to create information packets and educational seminars directed by Sutphen, we also plan to work together with Sourcewell to directly provide those educational materials. We have found great success in years past by inviting Sourcewell to speak at our annual dealer meeting and other seminars to directly connect with dealers. These kind of personal connections from both Sutphen and Sourcewell are come of the most powerful and impactful to the fire service and its members. Our secondary campaign will be of general knowledge directed at our customers. Not only do we already have a section on our corporate website dedicated to cooperative purchasing options, but we plan to celebrate the receipt of award by acknowledging it on our website and creating an information guide regarding Sourcewell. This secondary campaign will also focus on social media and other forms of digital advertising to capture our entire audience and inform them of Sutphen's Sourcewell cooperative purchasing opportunity. In addition to the two previously mentioned campaigns, Sutphen will use several ways to convey its marketing message across the industry. Those methods include, but are not limited to, the following: 1. National and Regional Industry Print Media among them Fire Engineering, Fire Apparatus, Fire News, and 1st Responder 2. Sutphen Product Literature 3. National and Regional Industry Trade Show and Educational Conferences including, but not limited to, FDIC, Firehouse Expo, Fire Rescue International, the Ohio Fire Chiefs and more.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	As mentioned in the marketing strategy question, line item 35, one of our primary campaigns will be using social media and other forms of digital marketing to enhance the effectiveness of the Sourcewell cooperative purchasing contract as it relates to Sutphen Corporation. At the time of this RFP submission, Sutphen's social media presence has over 43,000 followers on Facebook; 23,000 followers on Instagram; 2,700 followers on Twitter; and nearly 1,500 followers on LinkedIn. With these numbers constantly growing, our social media alone consistently reaches 70,000 followers a day and more. According to Facebook's analytics, in the past year alone, Sutphen has reached over 1.5 million people via Facebook and 250,000 people via Instagram. By maximizing these resources Sutphen will effectively marketing the Sourcewell cooperative purchasing contract to critical audiences. In addition to social media, we capture a targeted audience via our corporate website: www.Sutphen.com. Over the past year, we have garnered over 1.6 million visitors to the site. These visitors can access apparatus insight as well as an expansive cooperative purchasing page that will detail the Sourcewell contract and Sutphen's affiliation with the contract. Along with those two digital media outlets, we continually advertise and conduct public relations tactics with industry magazines and their affiliated websites to help tell important industry news stories and Sutphen's role within the fire industry as a whole.	*

37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As mutual business partners, we see Sourcewell's role in promoting the contract to be providing Sutphen pertinent information and necessary details when creating pamphlets, one-pagers, webinars, and general meetings. While Sutphen's cooperative purchasing experts are well versed in the process, it is important to have specific details and understandings from Sourcewell specifically. We will integrate a Sourcewell-awarded contract into the Sutphen sales process by steering customers towards the cooperative purchasing process. We already emphasize the benefits of cooperative purchasing to our customers, but with the newly awarded contract, we will continue to underscore its importance.	*
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the customizable nature of our trucks, the specifics inherent of the fire industry, and general industry practice, our products are not available through and e-procurement ordering process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Sutphen provides operational demonstration at the time of pick-up or delivery for all fire apparatus. The Company provides additional in-depth technical training including, but not limited to, aerial operation and maintenance, apparatus operational troubleshooting, electrical system repair, hydraulic systems repair, engine emissions systems and repair, and operation and maintenance of other operational and specialty systems. These factory-provided, 3-day training classes are typically held at least twice a year in Ohio and are provided are complimentary. Attendees are responsible for their travel and lodging, and meals/entertainment outside of those provided by Sutphen during class. From time to time and as demand dictates, Sutphen has provided regional training classes.	*
40	Describe any technological advances that your proposed products or services offer.	Sutphen is unique in the industry in that it's aerial devices are solely constructed of aluminum. That, coupled with HuckBolt fastening technology instead of welding, provides an incredibly strong and lightweight aerial device. The reduced weight lowers an aerial's center of gravity, providing a better handling apparatus. The lighter weight also reduces wear and tear on tires, brakes, and other suspension components resulting in lower yearly ownership costs and out-of-service time.	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Sutphen will always comply with all federally mandated emissions advances in combustible engine technologies. Here at Sutphen we almost exclusively use LED lighting technologies and, when cost and operationally efficient, will embrace synthetic lubricant and other fluid products. Sutphen also supports its end user's desires for environmentally sound "green" apparatus operations. The most recent example is Sutphen's embracement of various options in Idle Reduction technology. Sutphen feels that Idle Reduction technology bridges the gap between the fully electric fire truck, and the current combustion engine. This technology helps to mitigate and limit the amount of carbon emission into the atmosphere by using a smaller engine or Lithium Ion batteries to replace the intermittent use of the larger diesel engine while the truck is idle on scene. With the current state of the market, and the transition to fully electric fire trucks we feel at Sutphen that taking baby steps into newer technologies has been the steady approach to a market that is slow to embrace change from previous practices.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sutphen fire apparatus currently do not carry any official eco-label, rating or certification, but we will continue to work with our vendors to provide equipment and products that can carry energy efficiency or a green/sustainability factor as the technology comes to market.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While Sutphen is not a WMBE, we are a self-certified small business under the SBA's size standards for its NAICS Code. The current size standard is 1,000 employees. The Company currently employs approximately 450 employees across all locations. Please see the list of WMBE or SBE subcontractors included in this response.	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Very simply stated, Sutphen is unique in that it is a family owned company in continuous operation since 1890 owned by one family. The Company treats its customers as family. Ownership is accessible and intimately involved in all aspects of the sales process and post sale support. Many Sutphen customers have Sutphen family cell phone numbers and are encouraged to contact ownership whenever they feel the need. Sutphen is small enough to respond personally and promptly, but large enough to support the infrastructure needed to truly serve first responder end users in professional and dependable manner. While the Company produces fire apparatus across most vehicle sectors, we specialize in the aerial platform/ladder configurations to provide the best performing products on the market.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, Sutphen Corporation provides warranties to the original purchaser of a Sutphen apparatus. These warranties will provide parts and repairs to the Sutphen vehicle during the warranty period in accordance with the warranty documents attached.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, there are restrictions/limitations Sutphen warranty coverage. This includes, but is not necessarily limited to, wear and tear items (tires, filters, brakes), damage caused by, for example, collision or misuse. Please see the enclosed warranty documents for a full coverage explanation.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes. Sutphen Corporation reimburses for travel time to and from the customer to complete the warranty repairs.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, Sutphen has authorized dealers, service centers, and technicians that are able to work anywhere within the United States. As noted above, Sourcewell members would first contact their local authorized dealer/distributor. If there is no local authorized dealer, the Sourcewell member would work directly with Sutphen Warranty Department and Service Center and a factory technician will be authorized and travel to complete the required warranty repairs.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	As stated in the Sutphen warranty documents, major components of trade accessories such as purchased chassis, engines, signaling devices, transmissions, pumps, tanks or generators that have a separate manufacturer's warranty are covered by the appropriate OEM standard commercial warranty. However, Sutphen will assist the authorized dealer/distributor or customer to facilitate the warranty repairs.	*
50	What are your proposed exchange and return programs and policies?	Parts and loose equipment shipped from Sutphen or drop shipped under Sutphen's direction can be returned for credit within ninety (90) days of the delivery date. Product must be returned in unused, saleable condition and in its original packaging. Customers must request a Return Material Authorization (RMA) which is good for thirty (30) days. Warranty return shipping is Sutphen's responsibility. All other shipping costs are customer responsibility. Sutphen has a twenty five percent (25%) restocking fee and will, in addition, add cost of repackaging any returns/exchanges not in original packaging. Sutphen's return policy only applies to parts. This does not apply to the purchase of a fire apparatus.	*
51	Describe any service contract options for the items included in your proposal.	While it is not included in as a line item in this response, Sutphen will offer Sourcewell members an annual aerial apparatus service contract after the purchase and delivery of a vehicle as an Open Market opportunity. The Company does this to make certain that Sutphen apparatus remain dependable and in excellent working condition. The service agreement includes an annual inspection through which Sutphen technicians evaluate the condition of the apparatus. In general terms, the aerial service contract consists of the following: o Inspection of the chassis and components o Inspection of the fire pump, valves and accessories o Inspection of the hydraulic system, pressures and operation o Complete inspection of the ladder, components and lubrication o Check torque settings and aerial base and all main fasteners	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	If a customer elects a prepayment discount option, the prepayment is due within thirty (30) days after contact signing or receipt of purchase order. Any remaining amount, or the full amount if no prepayment is provided, is due upon delivery and acceptance of the completed apparatus. Sutphen will invoice a customer approximately thirty (30) days before acceptance and pick up or delivery. Payment in full of outstanding invoice balances is due upon acceptance, pickup or delivery.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	Sutphen Corporation does not provide leasing directly. However, Sutphen Corporation, and its dealers/distributors, work with industry recognized leasing companies, and can assist in securing leasing for apparatus purchased by members.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Sutphen Corporation will accept either a members Purchase Order or a Sutphen provide Purchase Agreement/Contract. A copy is attached for your review.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Sutphen Corporation has accepted the P-card purchase for previous purchases, however, the bank required fee will be added to the total price of the purchase. This is typically around 4% of the purchase price.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Please see the Sourcewell Contract Price List included for our complete line item pricing. The Company is offering "base models" of all apparatus described immediately above. The Price List also includes all published options. Base models and options are published as MSRP. Sutphen is offering members a discount of Fifteen Percent (15%) from MSRP. Sutphen has negotiated this industry standard percentage discount with GSA and other various cooperative agreements. From time to time, Sutphen may amend any awarded contract to update models and prices to bring them into line with the then current commercial catalog and other cooperative purchasing agreements in which the Company participates.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Sutphen is offering Sourcewell members a standard basic discount of Fifteen Percent (15%) off MSRP for base models and published options.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Should a member purchase apparatus in sufficient quantities and under similar circumstances, Sutphen may offer additional discounts. Discount amounts may vary based upon quantity, product type, delivery times and/or customer loyalty.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Sutphen will offer unpublished or open market items as may be required by the member's Statement of Work. Pricing will be quoted at a fixed price on a case by case based and shall not be applicable to any additional discount.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	None	*
61	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Delivery is included for all Sutphen aerial apparatus. A Sutphen Delivery Engineer or authorized dealer/distributor provides delivery and operational demonstration as part of standard pricing for these vehicles. Factory or dealer provided delivery is not included in standard pricing but instead as a zone-priced option on all pumper, tanker, and rescue apparatus (non-aerial apparatus). Sutphen has four (4) priced delivery zones. A non-aerial customer is always welcome to visit the Sutphen facilities to receive an operational demonstration and pick up the vehicle.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sutphen does manage OCONUS delivery to Hawaii, Alaska, US territories, and Canada for its customers on an individual basis. Delivery method and delivery cost are calculated and included at the time of the proposal. Included FOB Destination shipping on aerial apparatus may be limited to CONUS for deliveries to Hawaiian, Alaskan, US Territorial, and Canadian members eligible to use the Sourcewell contract.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	None	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sutphen is pleased to participate with multiple cooperative purchasing program agencies. It is our policy to not provide preferential pricing to one agency over another, thus allowing the customer to choose the program that best fits their needs. If favored with the contract Sutphen will continue to promote the Sourcewell contract as outlined in our marketing plan.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	For all customer proposals, Sutphen Corporation uses proprietary pricing and specification software to make certain that Sourcewell members receive correct contract discount pricing. To make certain all vendor reports, sales reporting and proper administrative fees are paid, all orders are processed by Sutphen's Contract Administration team. This team maintains the documentation of all cooperative purchasing contracts, logs orders, provides all required reports, and pays all administrative fees. The team has developed a method of internally verifying accuracy and completion of timely contract management operations. Reports are completed and fees are paid quarterly based on the following schedule. January - March, reporting completed prior to end of April April - June, reporting completed prior to end of July July - September, reporting completed prior to end of October September - December, reporting completed prior to end of January	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Our internal sales support and contract administration teams monitor the purchases of all apparatus and track any units purchased through the use of a cooperative purchasing agreements. This data is used to prepare and submit the quarterly reports as required by each agency. In addition, we submit internal reports to management on a monthly, quarterly, and annual basis. Since the initial contract award with NJPA/Sourcewell in 2018, Sutphen has seen a dramatic increase in the number of units sold under this contract. Sutphen went from the initial five units assigned in the first year to over eighty units this current year. In anticipation of being awarded another contract with Sourcewell, we would expect additional success as we continue to promote the use of this contract.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Sutphen proposes an administrative fee of Two Thousand and No/100 Dollars ($2,000.00) per purchase order payable in the reporting period in which the order is delivered and customer invoice is paid in full. This fee structure is consistent with and equivalent to the very productive and most popularly used cooperative purchasing programs under which Sutphen currently participates. Sutphen is making this proposal to place Sourcewell on a level competitive co-op playing field to drive maximum member purchasing toward the Sourcewell platform. Some program like GSA & FSA, charge a percentage of the discounted amount of contract sales, excluding open market items. Fire apparatus are large ticket capital purchases. The difference between a flat administrative fee and a percentage fee becomes material to the purchase decision in a public agency environment where agencies must spend the taxpayer dollar wisely. We have experience that with other things equal, the larger percentage fee is actually a deterrent to a flat fee co-op contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Sutphen manufactures a wide range of fire apparatus including custom and commercial pumpers, custom and commercial tankers, single and tandem axle mid-mount aerial platforms, single and tandem axle mid-mount and rear-mount aerial ladders, as well as our own custom chassis. The Company also manufactures a variety of specialty fire apparatus including industrial pumpers and aerials, heavy rescues, and hazmat units.	*
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	The Sutphen subcategory list would include the following: Aerial Ladder, Aerial Platform, Custom Pumper, Commercial Pumper, Custom Tanker, Commercial Tanker, Heavy Rescue, Wildland Urban Interface Vehicle, and some Equipment, Accessories, and Supplies as published options. These are also not limited to remounting or refurbished apparatus.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	(•) Yes ( ) No	Sutphen manufactures a wide range of fire apparatus including but not limited to custom and commercial pumpers, custom and commercial tankers.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	(•) Yes ( ) No	Sutphen manufactures a wide range of wildland fire apparatus including but not limited to WUI, and tankers.	*
72	Aircraft rescue and firefighting vehicles	( ) Yes (•) No	N/A	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	(•) Yes ( ) No	Sutphen manufactures one extreme duty custom chassis that is available to multiple facilities to complete the desired apparatus.	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	(•) Yes ( ) No	Sutphen offers "base models" of all apparatus. In our published price listing we included all published options available to be outfitted on various unit types described above in 70-71.	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	(•) Yes ( ) No	Sutphen can offer remount or refurbishment options. Any such work shall be quoted at the time of the request.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
76	Describe available service and repair options for the equipment and products offered in your proposal.	In the US and Canada, Sutphen fire apparatus is sold through a network of thirty-one (31) authorized, independent dealerships. Many of these dealerships are also authorized service centers and are part of Sutphen's US/Canadian network of more than fifty (50) authorized, independent service centers. Sutphen maintains and staffs its own factory service centers in Urbana, OH, Hilliard, OH and Lake Ariel, PA. Sutphen Corporation also provides 24/7 customer hotline support.	*
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	Sutphen can offer remount or refurbishment options. Any such work shall be quoted at the time of the request. Pricing will be a fixed price quote and shall be determined based on age, condition, and other factors of the current state of the unit.	
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	Sutphen apparatus meet all Federal DOT, state requirements, UL testing and are compliant with the pertinent current NFPA standards.	
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	Sutphen apparatus meet all Federal DOT, ULC testing and are compliant with the pertinent current NFPA standards.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 11.56_Pricing.zip - Monday November 29, 2021 15:33:52
- Financial Strength and Stability - 2.11_Financial Strength and Stability Documents.zip - Tuesday November 30, 2021 12:29:04
- Marketing Plan/Samples - 3.18_Marketing Plan Documents.zip - Wednesday November 24, 2021 08:14:02
- WMBE/MBE/SBE or Related Certificates - 8.43_WMBE Utilization.pdf - Wednesday November 24, 2021 08:08:10
- Warranty Information - 9.45_Warranty Documents.zip - Wednesday November 24, 2021 08:14:15
- Standard Transaction Document Samples - 10.54_Purchase Agreement.pdf - Wednesday November 24, 2021 08:10:29
- Upload Additional Document - 14A_Product Component Reports.zip - Tuesday November 30, 2021 12:29:13

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Drew Sutphen, President, The Sutphen Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM	☑	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	☑	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☑	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☑	1

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Councilmembers

From: Clarence Sirmons, Director of Development Service, AICP

Through: William E. Wilkins, City Manager

Subject: **Continued Update on the Amrit Resort Development.**

Date: October 07, 2026

CC: General Public

Background:

Presentation to provide an update on the Amrit Resort development located a 3100 N. Ocean Avenue.

Construction Quality

The construction quality concerns are being closely monitored by the City's Building Official, Michael Grimm. Building Official Grimm has not issued the final Certificate of Occupancy (CO) for the development due to outstanding documentation required from the project team and a request from the Homeowners Association (HOA) that the City review its turnover inspection report.

Resort Hotel Suite Classification

The second issue concerns the classification of the units as "resort hotel suites," which are considered a form of transient lodging rather than permanent residential units under both the City's Land Development Code and applicable State regulations. This classification prevents the Palm Beach County Property Appraiser from granting homestead exemptions and also prevents the United States Postal Service from delivering mail directly to the individual units. Staff will provide an update on the process for conversion of resort hotel suites to permanent residential condominiums.

City Goals:

The Citywide Goal is to Accelerate Operational Excellence.

Fiscal/Budget Impact:

No Fiscal/Budget Impact.

Recommendation:

Staff recommends that City Council receive this Presentation.

Attachments:

1. Amrit Update Memo 7.14.26.pdf

"The Best Waterfront City in Which to Live, Work and Play."

CITY OF RIVIERA BEACH – MEMORANDUM

TO: WILLIAM WILKINS, CITY MANAGER

FROM: CLARENCE SIRMONS, DIRECTOR OF DEVELOPMENT SERVICES

SUBJECT: **AMRIT DEVELOPMENT UPDATE**

DATE: JULY 14, 2026

CC: DIERDRE JACOBS, ASSISTANT CITY MANAGER;

The purpose of this memorandum is to provide an update on the Amrit Resort development located at 3100 N. Ocean Drive.

During the July 1 City Council meeting, multiple residents of the Amrit development spoke during public comment regarding challenges they are experiencing within the community. Their concerns generally fall into two categories: (1) construction quality issues and (2) the classification of their units as non-residential (i.e., resort hotel suites).

Construction Quality

The construction quality concerns are being closely monitored by the City's Building Official, Michael Grimm. Building Official Grimm has not issued the final Certificate of Occupancy (CO) for the development due to outstanding documentation required from the project team and a request from the Homeowners Association (HOA) that the City review its turnover inspection report.

Below is a summary of the outstanding items that must be addressed before the final CO can be issued:

1. Complete structural inspections and provide product specifications for the rooftop air-conditioning units.
2. Submit the final post-tension load testing approval from the threshold inspection firm, Universal Engineering.
3. Provide Universal Engineering's final walk-through approval report and final building certification to the City.
4. Submit the contractor's report documenting the investigation and repair of the parking garage columns and ramp.

5. Following a final review of all building permits and sub-permits to confirm completion, the Building Official will prepare a final punch list for the contractor. This punch list will require the contractor to identify how it intends to address the deficiencies identified in the Condominium Association's turnover inspection report.

Once these items have been satisfactorily completed, the Building Official may issue the final Certificate of Occupancy.

Resort Hotel Suite Classification

The second issue concerns the classification of the units as "resort hotel suites," which are considered a form of transient lodging rather than permanent residential units under both the City's Land Development Code and applicable state regulations. This classification prevents the Palm Beach County Property Appraiser from granting homestead exemptions and also prevents the United States Postal Service from delivering mail directly to the individual units.

The City's Land Development Code defines a resort hotel suite as follows:

> *Resort hotel suite. An area within a resort hotel licensed as a hotel or motel and/or resort condominium by the State of Florida, which provides sleeping accommodations and one kitchen or cooking facility for the use of one or more transient guests registered under a single reservation with the resort hotel. A resort hotel suite shall contain a minimum floor area of 450 square feet (exclusive of bathrooms, closets, and balconies) and may contain a maximum of two bedrooms. A resort hotel suite shall have only one door directly accessible from the common hallway.*

Section 26-5(e) of the City's Land Development Code establishes a process for converting resort hotel suites into permanent residential condominiums through the Minority Employment and Housing Opportunity Program (MEAHOP). The purpose of the MEAHOP program is to provide development incentives in exchange for community benefits related to employment opportunities and affordable housing.

The MEAHOP provisions establish specific requirements for converting resort hotel suites to permanent residential condominiums, including a conversion fee of $52,500 per unit and a maximum residential density of 28 units per acre. Conversion fees are deposited into the City's Housing Trust Fund to support the development of affordable housing. In addition, conversion of the units may require adjustments to previously paid impact fees.

Converting units from resort hotel suites to residential condominiums would also require a comprehensive review of parking, zoning densities, applicable fees, and other development standards. Based on a preliminary review, staff believes the property has the capacity to convert up to approximately 60 units, provided the applicant demonstrates compliance with the City's parking requirement of two parking spaces per condominium unit.

The conversion process begins with the submission of a site plan amendment application to modify the existing development approvals. The Amrit HOA has informed the City that 2GHO, Inc. will represent the residents during this process.

To date, City staff has conducted at least six meetings with Amrit residents and/or their 2GHO agent to explain the application process, available options, and development requirements. Two of these meetings were held during well-attended, special HOA meetings at the resort and included members of City Administration and the district's City Council representative. Staff is confident that at this point residents understand the application process and the steps necessary to pursue hotel suite conversion. Application instructions were most recently provided May 2026, that email is attached.

Discussions with the residents and their representative indicate that, in addition to a site plan amendment, they are likely to pursue a text amendment of the MEAHOP ordinance to request a modification of the conversion fee, the residential density cap, or both. To date, the City has not received an application submittal from the residents of the Amrit. City staff has advised the residents that we will provide technical assistance throughout the review process and facilitate their application through the City's development review procedures. Ultimately, any proposed amendments will require consideration and approval by the City Council.

Attachments:

- May 15, 2026 e-mail to HOA president and agent with detailed application instructions.

Attachment 1- May 15 email- to HOA and agent

From: Evans, Scott
Sent: Friday, May 15, 2026 5:09 PM
To: Jason Detar <jason@amritoceancondo.com>; George Gentile <George@2gho.com>
Cc: Sirmons, Clarence <CSirmons@rivierabeach.org>
Subject: RE: Amrit MEAHOP Amendment

Good Afternoon, in response to your request for additional information on how to proceed please find the following information:
Based on our discussions of your objectives - Submit an application for an amendment to the City Code of Ordinances utilizing our uniform land use application. Provide the proposed amendment in strike-through and underline format. Provide a narrative providing the background and justification for your proposed amendment.

In a separate submittal please provide a site plan amendment application utilizing the uniform land use application, and submitting a revised site plan and detailed data table for the project. Provide a written narrative requesting and describing the proposed Conversion under chapter 26 of the City Code of Ordinances.

Resort hotels with no year-round residential units can convert up to 17 units/acre providing there are two parking spaces per unit and the parking requirement for any remaining resort hotels suites is met by modifying their development permit. Conversion of existing resort hotel suites to residential units for a density of 18—28 units/acre can be achieved utilizing this section 26-5(e), however, the only option of housing contribution applicable for this post construction conversion shall be payment in lieu in the amount established in table IV.3.This bonus only applies to residential density above what is permitted by table III of this section for projects within the RH district. The additional bonus above the three dwelling units per acre is only applicable to the conversion of resort hotel suites to market rate residential units. A development that utilizes this conversion bonus must be able to meet the parking requirement of two spaces per unit for all residential units on the site and also meet the parking requirement for any remaining resort hotel suites. The total bonus available while utilizing this conversion bonus shall be established in table III. The maximum residential unit/acre density is 28. The only option of housing contribution applicable for this conversion bonus shall be payment in lieu of in the amount as established in table IV. This payment shall only be applicable to those resort hotel suites converted to year-round residential units by modifying an existing approved project not to exceed a residential unit density of 28 units/acre.

The above language as written requires a site plan amendment to complete the conversion. Staff has discussed this with City legal department, and this application will require an owners authorization form signed by the HOA on behalf of the residents, and the other ownership interests of the property including the hotel. I believe the first item above (proposed code amendment) will need to amend this code language for the density as you are considering a higher conversion than 28 units per acre, you may choose to propose amended language for the application process *described* above also.

The Final item is that the Chapter 26 MEAHOP Ordinance has been partially invalidated due to recent decisions by the Florida legislature. As a result the City is amending the Ordinance to preserve the affordable housing regulations and remove the minority preferences, once the City has amended the Ordinance related applications will be able to proceed. At this time the sections for conversion have not been identified as needed to be changed, however ultimately it will be the decision of the City Council. My recommendation is to proceed with

your application now, to allow it to begin the review process and it will hopefully be ready to proceed with consideration once the MEAHOP Ordinance has been updated.

City of Riviera Beach

To: Honorable Mayor, Chairperson and City Councilmembers

From: Clarence Sirmons, Director of Development Service, AICP

Through: William E. Wilkins, City Manager

Subject: **Overview of the Florida Infill Redevelopment ACT (FIRA- F.S.163.2525).**

Date: October 07, 2026

CC: General Public

Background:

The purpose of this presentation, as requested by the Chair, is to provide an overview of the Florida Infill Redevelopment Act, section 163.2525, Florida Statutes ("FIRA") - Senate Bill 1434.

City Goals:

The Citywide Goal is to Build Great Neighborhoods.

Fiscal/Budget Impact:

N/A

Recommendation:

Staff recommends that City Council receive this Presentation.

Attachments:

N/A

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Brenda Jenkins, Director of Human Resources and Risk Management

Through: William E. Wilkins, City Manager

Subject: **Update on Proposed Timeline for the Executive Recruitment and Search Services for RFP for the City Manager Recruitment Process and Update on the Status of the Current City Manager.**

Date: October 07, 2026

CC: General Public

Background:

There is no change to report since the timeline was provided in our August 19, 2026 update.

As previously shared, the proposed schedule for the Executive Recruitment and Search Services RFP related to the City Manager recruitment process remains as follows:

- RFP Issued/Posted – September 1, 2026
- RFP Closing Date – October 1, 2026
- Proposal Evaluation and Selection Process – October 1 through December 1, 2026
- Proposed City Council Approval – January 2027
- Contract Start Date – March 1, 2027
- Executive Recruitment Process Begins – March 1, 2027

Following the RFP closing on October 1, 2026, proposals will advance through evaluation and selection. The recommended executive search firm is expected to be presented to the City Council for consideration and approval in January 2027. Upon Council approval and completion of contracting, the selected firm is slated to begin services on March 1, 2027, initiating the national City Manager recruitment process.

This timeline remains subject to change based on procurement activities, evaluation scheduling, Council meeting dates, contract negotiations, and final approval.

City Goals:

The Citywide Goal is to conduct a transparent and competitive recruitment process to Accelerate Operational Excellence.

Fiscal/Budget Impact:

To be determined based upon the recruitment strategy approved by the City Council.

Recommendation:

Staff recommends that the City Council receive this update.

Attachments:

N/A

City of Riviera Beach

To: Honorable Mayor, Chairperson, and City Councilmembers

From: Shirley D. Lanier, Riviera Beach City Councilperson, District 3

Through: William E. Wilkins, City Manager

Subject: **City Attorney Goals, Metrics, Targets, and Timelines Discussion.**

Date: October 07, 2026

CC: General Public

Background:

Councilperson Shirley D. Lanier proffers this discussion item for the City Council to review the proposed Recommended Goals, Metrics, Targets, and Timelines for the City Attorney's Office. The purpose is to obtain Council input and discuss how agreed-upon performance expectations should be incorporated into the City Attorney's contract and measured against its obligations.

The proposed FY 2026–2027 document includes 22 metrics across service quality and timeliness; cost-effectiveness and risk management; code enforcement and public safety; employee development and retention; and strategic and policy support. It also addresses baseline data, quarterly reporting, priority initiatives, and annual client satisfaction surveys.

Council discussion should identify revisions, clarify measurable standards and completion timelines, and establish reporting and evaluation procedures. The existing contract and amendments should be compared with the proposed expectations. Agreed-upon standards may be incorporated through appropriate contract language or an incorporated performance document, with any revised document and proposed contract language returning for Council consideration as directed. Proposed standards remain recommendations pending Council action and any necessary contract revisions.

Prior to placement on the agenda, the proposed Recommended Goals, Metrics, Targets, and Timelines for the City Attorney's Office were submitted to City Attorney Dawn S. Wynn for review and feedback. In her September 8, 2026 response, attached to this item, Ms. Wynn recommended that Councilperson Lanier raise the proposal during her comments at a City Council meeting to obtain input from her colleagues, including any additional goals, metrics, targets, or timelines. She further advised that, once finalized by the Council, the document would be included by Human Resources with the upcoming agenda item concerning the City Attorney's contract. Accordingly, this item is presented for Council discussion and direction before the proposed performance expectations are finalized for inclusion with the contract item.

City Goals:

The Citywide Goal is to establish clear Council expectations for the City Attorney's Office, support timely and effective legal services, and provide measurable standards for evaluating performance and contract compliance.

Fiscal/Budget Impact:

No fiscal impact is anticipated from this discussion item. Any subsequent proposal affecting compensation, staffing, outside counsel, or departmental resources should identify its fiscal impact.

Recommendation:

Councilperson Lanier requests that the City Council discuss the proposed document, provide input on revisions, and give direction on incorporation into the City Attorney's contract and the process for measuring performance and contract compliance.

Attachments:

1. City Attorney Agenda Item Response.pdf
2. City Attorney Metrics and Evaluation.pdf

Outlook

RE: City Attorney Contract Agenda Item

From Wynn, Dawn <DWynn@rivierabeach.org>
Date Tue 9/8/2026 5:20 PM
To Lanier, Shirley <SLanier@rivierabeach.org>
Cc Brown, Sammie T. <STBrown@rivierabeach.org>

Good Afternoon Councilperson Lanier,

I've received your document regarding the goals, metrics, targets and timelines. My initial feedback is that perhaps you can bring this up under your comments at a City Council meeting and get feedback from your colleagues as they might want to have input and/or request additional goals/metrics/targets/timelines. Once a document is finalized by the Council, it would be included by HR on the upcoming agenda item regarding the City Attorney's contract.

Please let me know if you have any questions or concerns or would like to discuss further.

Best Regards,

Dawn S. Wynn, Esq.
City Attorney
Office of the City Attorney
City of Riviera Beach
1481 W. 15th Street, Suite 232
Riviera Beach, FL 33404
Office: (561) 845-4068
dwynn@rivierabeach.org
www.rivierabeach.org

From: Brown, Sammie T. <STBrown@rivierabeach.org>
Sent: Tuesday, September 8, 2026 1:50 PM
To: Wynn, Dawn <DWynn@rivierabeach.org>
Cc: Lanier, Shirley <SLanier@rivierabeach.org>
Subject: City Attorney Contract Agenda Item

Good afternoon, Ms. Wynn,

Per Councilperson Lanier's discussion with you during her last week's agenda review meeting, please find attached the recommended goals, metrics, targets, and timelines for the City Attorney's Office. Councilperson Lanier requests that this document be included with the upcoming agenda item regarding the City Attorney's contract.

She would greatly appreciate receiving your written feedback on the attached document before the meeting. Your input will help ensure a substantive and productive discussion during the presentation of the City Attorney's contract at the next regular meeting of the Riviera Beach City Council.

Thank you,

Sammie T. Brown, IBA, FRA-RP, MEDP

Legislative Aide
Office of the Riviera Beach City Council - District 3
600 W Blue Heron Blvd, STE C-102
Riviera Beach, FL, 33404
Office: 561-845-4095
Cell: (561) 315-4426
STBrown@rivierabeach.org
www.rivierabeach.org



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CITY ATTORNEY PERFORMANCE GOALS AND CONTRACT ALIGNMENT

Recommended Goals, Metrics, Targets, and Timelines

City Attorney Goals, Metrics, Targets, and Timelines Discussion

City Council Discussion Item • Proffered by Councilperson Shirley D. Lanier, District 3 • September 30, 2026

Purpose and Requested Discussion

Councilperson Shirley D. Lanier proffers this backup for Council discussion of proposed goals, metrics, targets, and timelines for the City Attorney's Office. The requested discussion is intended to establish shared Council expectations and determine how approved expectations should be incorporated into the City Attorney's contract and measured against its obligations.

This document preserves all five original goals, all 22 proposed metrics and targets, and every original implementation note. Additional narrative explains how the measures could be defined, documented, reported, and connected to the contract. Those implementation details are proposed discussion guidance and have not been adopted by the Council.

City Attorney Review and Recommendation

Prior to placement on the agenda, the proposed Recommended Goals, Metrics, Targets, and Timelines for the City Attorney's Office were submitted to City Attorney Dawn S. Wynn for review and feedback. In her September 8, 2026 response, attached to this item, Ms. Wynn recommended that Councilperson Lanier raise the proposal during her comments at a City Council meeting to obtain input from her colleagues, including any additional goals, metrics, targets, or timelines. She further advised that, once finalized by the Council, the document would be included by Human Resources with the upcoming agenda item concerning the City Attorney's contract. Accordingly, this item is presented for Council discussion and direction before the proposed performance expectations are finalized for inclusion with the contract item.

Source and Status of the Proposal

Based on the City Attorney's Office goals from the budget document and best practices from other municipal legal departments, here are recommended goals and metrics organized by function.

The source describes the measures as recommendations. It does not provide supporting citations for its external benchmarks, historical departmental results, or the executed City Attorney contract. This backup therefore does not determine current performance or make a finding of contractual noncompliance. The Council's review should compare the proposal with the executed contract and amendments and validate external benchmarks before adoption.

Organization of the Proposed Framework

Functional Area	Number of Metrics
Service quality and timeliness	5 metrics
Cost-effectiveness and risk management	6 metrics
Code enforcement and public safety	3 metrics
Employee development and retention	4 metrics

Functional Area	Number of Metrics
Strategic and policy support	4 metrics

Each functional section presents the original goal and proposed targets, followed by measurement guidance. The final sections address contract alignment, reporting, and proposed implementation timelines. All added timelines are recommendations for Council consideration.

1. Service Quality & Timeliness

Goal: Provide timely, effective, and competent legal services to the City Council, boards, commissions, and City staff.

Recommended Metric	Target / Benchmark
Percent of contracts/documents reviewed within established timeframe	100% within 5 business days
Percent of legal opinions provided within requested timeframe	≥ 90%
Percent of reviewed documents completed within 10 working days	≥ 95%
Average response time for routine legal advice requests	≤ 2 business days
Number of open cases/matters at end of reporting period:	Trend downward or stable

Measurement and Evidence

Use a request register recording the date a complete submission is received, requesting office, assignment type, priority, requested due date, assigned attorney, completion date, and explanation of any delay. Percentage measures should identify both the number completed within the applicable period and the total eligible requests. Average response time should specify whether it measures acknowledgment, initial advice, or a completed response.

Clarifying the Review Timelines

The source proposes both 100% review within five business days and at least 95% document completion within ten working days. Before adopting either measure, define the distinction between initial review and completed review, the categories covered by each standard, and the treatment of revisions or incomplete submissions. Define business and working days consistently and record any Council-approved exceptions.

Open Matters and Workload

Report opening and closing balances of pending matters, new assignments, completed assignments, aging, and priority. A stable or declining backlog should be interpreted alongside new workload and matter complexity. Increased demand may produce more open matters even when service improves; the report should explain that context.

Council Discussion

Identify which service standards should become contract expectations, who may establish assignment priorities, what constitutes a complete request, and how conflicting deadlines should be escalated. Include a process for documenting agreed extensions rather than silently changing the reporting basis.

2. Cost-Effectiveness & Risk Management

Goal: Reduce legal exposure and provide cost-effective legal services to protect City assets and interests.

Recommended Metric	Target / Benchmark
Percent of lawsuits handled in-house (vs. outside counsel)	≥ 80%
Cost comparison: Average hourly cost of in-house counsel vs. outside counsel	≤ 50% of outside counsel cost
Appeal rate of remand or reversal on cases handled	≤ 5%
Percent of civil lawsuits resolved in favor of the City or within established settlement range	≥ 75%
Compliance with litigation deadlines for state and federal cases	≥ 95%
Value of funds recovered from private developers for Utility Special District water main breaks (aligns with stated FY27 goal)	Track and report quarterly

Measurement and Evidence

Maintain a litigation inventory identifying the responsible counsel, matter stage, major deadlines, invoices, disposition, and approved settlement parameters when appropriate. Define whether the in-house percentage uses new matters, active matters, or closed matters; use the same denominator each period. Separate outside counsel assignments based on conflicts, specialty needs, or capacity when explaining results.

Cost and Outcome Comparisons

Define the in-house hourly cost methodology, including the costs included and the hours used, before comparing it with outside counsel. Apply comparable scope to the comparison. Define favorable outcomes, eligible dispositions, appeal outcomes, and settlement ranges before calculating percentages. Case complexity, litigation stage, and external factors should accompany the numerical results; a percentage alone does not establish the quality of representation.

Deadlines and Recovery Tracking

The original litigation deadline target of at least 95% is retained for discussion; it should not be treated as permission to miss a deadline. Report any missed deadline separately with its circumstances and response. For utility recovery, distinguish amounts sought, amounts agreed, and funds actually received, and report recovery costs and pending actions without disclosing protected strategy.

3. Code Enforcement & Public Safety

Goal: Enforce City codes and ordinances to protect the safety of the public.

Recommended Metric	Target / Benchmark
Number of code enforcement cases prosecuted / resolved	Track quarterly (establish baseline)
Percent of City code provisions reviewed and updated to comply with current state/federal law	100% annually
Number of training sessions provided to Police, Fire, and Code Enforcement on new laws/court decisions	≥ 4 per year

Case Activity and Resolution

Track cases opened, prosecuted, resolved, and remaining pending as separate figures. Define a resolution consistently and record the nature of the disposition. Separate legal work from inspection and enforcement activity performed by other departments so the measure reflects the City Attorney's contribution.

Annual Code Review

The source proposes annual review and updating of 100% of City code provisions for conformity with current law. The Council should clarify whether this means a complete legal review of every provision or an annual review program identifying provisions affected by changes in law. Retain an inventory showing provisions reviewed, issues identified, proposed amendments, and items awaiting policy decisions or legislative action.

Training Records

For the proposed minimum of four annual training sessions, retain agendas, dates, intended audiences, attendance records, and covered subjects. Distinguish completed sessions from planned sessions and identify how training responds to operational needs. A joint session should be counted consistently rather than multiplied by the number of participating departments.

Council Discussion

Confirm the scope and staffing implications of annual code review, the coordination needed with operational departments, and the documentation expected for enforcement results. Establish who sets priorities for ordinance amendments and how matters requiring Council policy decisions are reported.

4. Employee Development & Retention

Goal: Maintain high-quality, efficient legal services through professional development and low staff turnover.

Recommended Metric	Target / Benchmark
Staff turnover rate (attorneys and support staff)	≤ government sector average (~19.5%)
Percent of attorneys completing Continuing Legal Education (CLE) credits annually	100% (minimum 6 credits in core practice areas)
Percent of attorneys completing at least 9 CLE credits annually	≥ 50%
Number of legal seminars/webinars attended by staff	Track annually

Retention and Staffing

Define the turnover calculation, including the average staffing denominator and whether voluntary departures, retirements, and other separations are included. Report attorney and support-staff turnover separately when useful. Explain vacancy duration, recruitment activity, and effects on service delivery rather than relying solely on the percentage.

Benchmark Validation

The source uses an approximate government-sector turnover benchmark of 19.5%. Preserve that proposed value for discussion, but identify its source, period, employee population, and comparability before adopting it as a contract standard. A small department may experience large percentage changes from a single departure.

Professional Development Records

Maintain an attorney training register identifying completed courses, credit hours, relevant practice areas, and reporting periods. The original proposed six-credit and nine-credit measures are retained as performance recommendations. They should be distinguished from applicable licensing requirements, which are not established by the source document. Confirm the scope of the proposed measures before incorporation into the contract.

Council Discussion

Determine which staffing and development outcomes are within the City Attorney's responsibility, what resources are required, and how to evaluate results when staffing or training budgets are constrained. Seminar and webinar counts should be supported by attendance records and should explain their relevance to City legal work.

5. Strategic & Policy Support

Goal: Align legal services with City Council priorities and proactively support City initiatives.

Recommended Metric	Target / Benchmark
Number of ordinances and resolutions drafted / reviewed	Track quarterly
Number of legislative bills tracked that could impact City operations	Track annually
Completion of priority legal initiatives (Emergency Management Ordinance, Noise Ordinance, subpoena training, inhouse litigation transition)	Per established timelines
Community engagement activities (attending civic group/neighborhood meetings to explain City Attorney role)	≥ 6 per year

Policy and Legislative Work

Maintain a register of ordinances and resolutions showing whether each item was drafted, reviewed, revised, or completed. Avoid counting one item repeatedly without explaining the counting method. Legislative tracking should identify bills with potential City impacts and document the related analysis or briefing rather than reporting a volume of bills alone.

Priority Initiatives

Maintain a milestone schedule for the Emergency Management Ordinance, Noise Ordinance, subpoena training, and in-house litigation transition. Identify the responsible attorney, necessary departmental input, deliverable, proposed due date, and dependencies. For ordinance work, distinguish legal drafting from Council adoption so performance is evaluated against work the office can complete.

Community Engagement

For the proposed minimum of six annual engagement activities, record the event, date, audience, participating staff, and subject. Clarify eligible activities and coordination expectations before adopting the measure. Explain how each activity supports understanding of the City Attorney's role.

Council Discussion

Establish the priority order for strategic assignments and a procedure for adjusting milestones when the Council changes direction or necessary inputs are delayed. Record changes transparently so performance is assessed against the approved schedule and documented revisions.

Contract Alignment and Evaluation

The Council should compare the proposed framework with the executed City Attorney contract and all amendments. The discussion should identify obligations already in the contract, proposed additions, definitions needing clarification, and the reporting and evaluation process. No contract clause numbers or findings are supplied because the executed contract was not included in the source materials.

Contract Review Area	Proposed Alignment
Existing duties and service scope	Identify corresponding contract language and the services covered.
Goals and performance measures	Identify approved metrics, definitions, targets, and evidence requirements.
Timelines and exceptions	Define assignment deadlines, approved extensions, dependencies, and escalation.
Reporting and evaluation	Specify report frequency, evaluation period, reviewers, and documentation.
Incorporation method	Consider contract language or an expressly incorporated performance attachment.
Unmet expectations	Define review of missed targets, explanations, follow-up steps, and return dates.

Evaluation Method

For each adopted metric, report the target, actual result, reporting period, numerator and denominator where relevant, supporting record, explanation, and follow-up action. Where a baseline or denominator is unavailable, identify the gap instead of presenting an unsupported percentage. Evaluate performance against the approved contract obligations and performance framework using the same definitions across reporting periods.

Interpreting Results

Distinguish completion measures from activity counts and case outcomes. Identify which results are directly within the office's control and which depend on Council action, departmental submissions, court schedules, or opposing parties. A missed proposed target should trigger review of the evidence and circumstances; it should not be labeled a contractual breach without reference to the actual contract.

Requested Council Direction

Discuss and revise the proposed document; identify standards the Council wishes to incorporate into the contract; and direct preparation of corresponding contract language and evaluation procedures for subsequent consideration. Confirm which reporting requirements should apply during any transition.

Implementation and Reporting

The following original implementation guidance is retained in full:

Start with baseline data for metrics where historical data is not yet tracked.

Report quarterly to City Council on key metrics.

Prioritize metrics that align with the Office's stated FY27 goals: In-house litigation expansion; Ordinance adoption (Emergency Management, Noise); Utility fund recovery from developers; Subpoena training implementation.

Client satisfaction surveys should be conducted annually and expanded to all recipients of legal services.

Proposed Implementation Timeline

The schedule below is an added proposal for Council discussion. It does not replace the original targets or establish an effective date for a contract amendment. Calculate transition periods from the Council's direction or the approved effective date, as appropriate.

Proposed Timing	Action or Deliverable
Within 30 calendar days of Council direction	Compare the proposal with the contract; identify revisions, data sources, definitions, and missing baselines.
Within 60 calendar days of Council direction	Return the revised framework and proposed incorporation language for Council consideration.
Within 30 calendar days after an approved effective date	Complete the reporting register, approved milestone schedule, and baseline plan.
Quarterly after implementation	Submit results, pending work, expenditures, exceptions, and follow-up actions; Council to confirm report due dates.
Annually	Complete the performance evaluation and client satisfaction survey; review targets for the next period.

Quarterly Reporting Contents

Provide a concise overview of accomplishments and outstanding matters, followed by results for each adopted metric. Show trends, workload, progress on priority initiatives, outside counsel expenditures, utility recovery, training, and changes in assumptions. Identify decisions or resources needed from the Council. Present nonconfidential summaries for public discussion and handle protected details appropriately.

Materials Needed for the Council Review

Provide the executed City Attorney contract and amendments, the original recommended metrics document, available historical performance records, departmental budget and staffing information, outside counsel cost records, and current priority-assignment schedules. Any external benchmark relied on should include its source and period. These materials are requested for review and are not represented as attachments already supplied.