The City of

Boynton Beach

City Commission Agenda

Tuesday, August 20, 2019, 6:30 PM

Intracoastal Clubhouse Park 2240 N. Federal Highway
Regular City Commission Meeting

Boynton Beach City Commission

Mayor Steven B. Grant (At Large)
Vice Mayor Justin Katz (District I)
Commissioner Mack McCray (District II)
Commissioner Christina L. Romelus (District III)
Commissioner Ty Penserga (District IV)

Lori LaVerriere, City Manager
James Cherof, City Attorney
Crystal Gibson, City Clerk

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

America's Gateway to the Gulfstream

www.boynton-beach.org

WELCOME
Thank you for attending the City Commission Meeting

GENERAL RULES & PROCEDURES FOR PUBLIC PARTICIPATION AT CITY OF BOYNTON BEACH COMMISSION MEETINGS

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

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

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

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

- **Public Hearings:** Any citizen may speak on an official agenda item under the section entitled "Public Hearings."
- **Public Audience:** Any citizen may be heard concerning any matter within the scope of the jurisdiction of the Commission - Time Limit - Three (3) Minutes
- **Regular Agenda Items:** Any citizen may speak on any official agenda item(s) listed on the agenda after a motion has been made and properly seconded, with the exception of Consent Agenda Items that have not been pulled for separate vote, reports, presentations and first reading of Ordinances - Time Limit - Three (3) minutes

ADDRESSING THE COMMISSION:
When addressing the Commission, please step up to either podium and state your name for the record

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

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

City Commission meetings are held in the Intracoastal Park Clubhouse, 2240 N. Federal Highway, Boynton Beach. All regular meetings are held typically on the first and third Tuesdays of every month, starting at 6:30 p.m. (Please check the Agenda Schedule - some meetings have been moved due to Holidays/Election Day).

1. OPENINGS

A. Call to Order - Mayor Steven B. Grant

Invocation - Rabbi Michael Simon, Temple Beth Kodesh

Pledge of Allegiance to the Flag led by Commissioner Christina L. Romelus

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections

2. Adoption

2. OTHER

A. Informational items by Members of the City Commission

3. ANNOUNCEMENTS, COMMUNITY AND SPECIAL EVENTS AND PRESENTATIONS

A. Present a Certificate of Achievement to three recent Career Online High School (COHS) graduates that earned their high school diplomas from the Library's online program.

B. Valerie Mathieu, President and Founder of Chariots of Love, invites the City Commission and the public, to the Ezell Hester Jr. Community Center on August 25th, at 12 noon, to celebrate the 99th and 100th recipients receiving their new wheelchairs.

C. Debbie Majors, ADA & Grants Coordinator, will introduce Lisa Pugliese, Founder & CEO of Love Serving Autism, who will announce the start of the Love Serving Autism Program at the City's Tennis Center, beginning on Saturday, September 7, from 10 A.M. - 11 A.M.

D. Announce the following September 2019 meetings:

- September 3rd Commission Meeting moved to Thursday, September 5th at 6:30pm at Intracoastal Park Clubhouse to hold 1st Public Budget Workshop for FY 19/20 budget.

- Special Commission meeting on Tuesday, September 10, 2019 at 6:00pm at Intracoastal Park Clubhouse to adopt Final Fire Assessment for FY 19/20. This meeting will be held immediately before the CRA meeting.

- Regular Commission Meeting on Tuesday, September 17, 2019 at 6:30pm at Intracoastal Park Clubhouse.

4. PUBLIC AUDIENCE

INDIVIDUAL SPEAKERS WILL BE LIMITED TO 3 MINUTE PRESENTATIONS (at the discretion of the Chair, this 3 minute allowance may need to be adjusted depending on the level of business coming before the City Commission)

5. ADMINISTRATIVE

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards.

B. Three City Commissioners will be traveling to the National League of Cities conference on Tuesday, November 19, 2019. This is a Commission meeting day. The Commission can either reschedule the meeting or cancel it. Monday, November 18, 2019 is a possibility.

6. CONSENT AGENDA

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

A. **PROPOSED RESOLUTION NO. R19-084** - Authorize the City Manager to sign an agreement utilizing BSO (Broward Sheriff's Office) agreement # 12-29077/JHJ with Express Radio for the purchase of Motorola products with an estimated annual expenditure of $50,000.

B. **PROPOSED RESOLUTION NO. R19-085** - Approve the First Amendment to the ILA between the City of Boynton Beach and Boynton Beach CRA for funding certain portions of the Sara Sims Park Improvements and amend the FY 2019-2020 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for the Capital Improvement Fund (302) as it relates to the amended ILA.

C. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for August 20, 2019- "Request for Extensions and/or Piggybacks."

D. Approve an increase of $15,000 with PRIDE, for Tire-Recapping, utilizing the State of Florida Contract # 94131608-16-P. This will bring the total approved expenditure to $65,000.

E. Approve Task Order UT-2C-04 with CDM Smith in the sum of $49,680 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C executed on August 22, 2018 for the Evaluation and update of the utility's 10-year water supply plan.

F. Approve the addition of a vendor to Bid "ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT" Bid # 029-1412-19/MFD. To add Southern Sewer to Lot # 10.

G. Approve increase of Blanket Purchase Order PO # 190335 - Acct. # 401-2824-536-46-98 for $10,000 issued to Vincent and Sons Landscaping, Inc. for annual landscape maintenance for Utility Stormwater Ponds Landscape Maintenance Services. With the proposed increase the new total will be $91,719.

H. Accept third quarter report on operations of the Schoolhouse Children's Museum and Learning Center for FY18/19.

I. Approve utilizing the National JPA Cooperative Contract No. 062117-JCS with Tropicars Golf and Utility Vehicles a authorized Jacobsen distributor for north-central Florida, for the purchase of (1) JacobsenTruckster XD Diesel 4WD; (2) Jacobsen ZT600 60" mowers; (1) Turfco Widespin 1550 Tow-behind Top Dresser; (1) Ryan HD 18" Sod Cutter; and (1) Lely Broadcast Spreader HR for a total purchase price of $52,928.20.

J. Approve the minutes from City Commission meeting held on August 6, 2019.

7. CONSENT BIDS AND PURCHASES OVER $100,000

A. **PROPOSED RESOLUTION NO. R19-086** - Approve utilizing the City of Tamarac Contract # 19-12R for office supplies, awarded to Office Depot; with an estimated annual expenditure of $120,000 and authorize the City Manager to sign a piggy-back Agreement.

B. Approve the employee group medical insurance renewal and recommended employer subsidies for Fiscal Year 2019-2020 and authorize City Manager to execute any required documents.

C. Approve Task Order UT-1A-02 with Carollo Engineering in the sum of $143,000 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category A awarded by Commission on August 7, 2018. Services include the design, permitting and services during construction to implement electrical and standby power improvements to western wellfield, wells 4, 5, 7 and 8.

8. PUBLIC HEARING

7 P.M. OR AS SOON THEREAFTER AS THE AGENDA PERMITS

The City Commission will conduct these public hearings in its dual capacity as Local Planning Agency and City Commission.

A. **PROPOSED ORDINANCE NO.19-027 - FIRST READING** - Approve proposed code language implementing Sustainable Development Standards recommended by the Climate Action Plan and CRA Redevelopment Plan (CDRV 19-005) - Amending the LAND DEVELOPMENT REGULATIONS: Chapter 4. Site Development Standards. Applicant: City-initiated.

9. CITY MANAGER'S REPORT

A. Chief Gregory will discuss security as it relates to our Town Square project.

B. Review and discussion of the attached staff report concerning options for the Sara Sims amphitheater.

10. UNFINISHED BUSINESS - None

11. NEW BUSINESS

A. Approve the request of Mayor Grant to distribute $400.00 of his Community Support Funds to Dani's Dream Scholarship Fund.

12. LEGAL

A. **PROPOSED ORDINANCE NO. 19-028 - FIRST READING** - Approve amendments to Chapter 26 by adding a new "Article IX - Chilled Water." This Addition will provide for the operation of District Energy Plants that produce and supply chilled water for use by customers for the provision of centralized air conditioning management.

B. **PROPOSED ORDINANCE NO. 19-022 - SECOND READING** - Adopting amendments to the City's Land Development Regulations, Chapter 2, Article II, Section 4.F pursuant to the Voluntary Compliance and Conciliation Agreement with the Department of Housing and Urban Development (HUD).

C. **PROPOSED ORDINANCE NO. 19-023 - SECOND READING** - Approve proposed amendments to the City's Code of Ordinances, Chapter 2, Administration, Section 2-24 - Non-Discrimination Policy for consistency with the City's administrative Non-Discrimination Policy pursuant to Resolution No. R19-071, which Commission approved on July 2, 2019.

D. **PROPOSED ORDINANCE NO. 19-024 - SECOND READING** - Adopting amendments to the City's Land Development Regulations, Chapter 3. Zoning, Article IV, Section 3.B.2 clarifying the ability for an accessory use to be conducted outside a building within abutting road and canal rights-of-way.

E. **PROPOSED ORDINANCE NO. 19-025 - SECOND READING** - Approving amendments to the Land Development Regulations, Chapter 2. Article I, Section 4. Expedited Development Review Program, inserting additional eligible projects and benefits, and eliminating redundant verbiage and requirements.

F. **PROPOSED ORDINANCE NO. 19-026 - SECOND READING** - Approval of Ordinance modifying the original powers and responsibilities of the Quantum Park Overlay Dependent District but reserving the District's authority to manage outstanding debt.

G. Request for a private attorney-client session of the City Commission to discuss pending litigation in the following case:

OLEN PROPERTIES CORP., SECURED HOLDINGS INC, QUANTUM LAKE VILLAS II CORP., ET AL, Plaintiff, vs. CANTERBURY AT QUANTUM VILLAGE, PARKSIDE TOWNHOMES, BOYNTON BEACH FLOWERS, ET AL, Defendants – Palm Beach County Circuit Court Case No. 502013CA007694XXXXMB

13. FUTURE AGENDA ITEMS

A. Amendment to DROP provisions in City's three pension plans (Ordinance) - **September 5, 2019**

B. Staff will present some options for use of our innovation space at the new city hall (1600 sf). **September 5, 2019**

C. Staff to present updated Social Media Policy - **September 17, 2019**

D. Department to give brief presentation of their operations

Library - **September 2019**

E. Quarterly Census updates by Laura Lansburgh, Marketing Manager:

September 17, 2019
December 17, 2019
March 17, 2020

14. ADJOURNMENT

NOTICE

IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING, HE/SHE WILL NEED A RECORD OF THE PROCEEDINGS AND, FOR SUCH PURPOSE, HE/SHE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDING IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. (F.S. 286.0105)

THE CITY SHALL FURNISH APPROPRIATE AUXILIARY AIDS AND SERVICES WHERE NECESSARY TO AFFORD AN INDIVIDUAL WITH A DISABILITY AN EQUAL OPPORTUNITY TO PARTICIPATE IN AND ENJOY THE BENEFITS OF A SERVICE, PROGRAM, OR ACTIVITY CONDUCTED BY THE CITY. PLEASE CONTACT THE CITY CLERK'S OFFICE, (561) 742-6060 OR (TTY) 1-800-955-8771, AT LEAST 48 HOURS PRIOR TO THE PROGRAM OR ACTIVITY IN ORDER FOR THE CITY TO REASONABLY ACCOMMODATE YOUR REQUEST.

ADDITIONAL AGENDA ITEMS MAY BE ADDED SUBSEQUENT TO THE PUBLICATION OF THE AGENDA ON THE CITY'S WEB SITE. INFORMATION REGARDING ITEMS ADDED TO THE AGENDA AFTER IT IS PUBLISHED ON THE CITY'S WEB SITE CAN BE OBTAINED FROM THE OFFICE OF THE CITY CLERK.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
Call to Order - Mayor Steven B. Grant

Invocation - Rabbi Michael Simon, Temple Beth Kodesh

Pledge of Allegiance to the Flag led by Commissioner Christina L. Romelus

Roll Call

Agenda Approval:

1. Additions, Deletions, Corrections
2. Adoption

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT: Non-budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Informational items by Members of the City Commission

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EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Present a Certificate of Achievement to three recent Career Online High School (COHS) graduates that earned their high school diplomas from the Library's online program.

EXPLANATION OF REQUEST: To celebrate the achievements of Jill Petrunti, Maria Copeland and Loundarie Cheristin. All three have successfully earned their high school diplomas.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Celebrating this achievement will help bring awareness to the Library's Career Online High School program to encourage other potential students to participate in the program.

FISCAL IMPACT: This program was paid for through the Florida State Division of Library and Information Services.

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Ceretificates of Achievement

Certificate of Achievement

THIS ACKNOWLEDGES THAT

Loundarie Cheristin

HAS BEEN RECOGNIZED FOR THE OUTSTANDING ACHIEVEMENT OF SUCCESSFULLY COMPLETING THE CAREER ONLINE HIGH SCHOOL PROGRAM SPONSORED BY THE BOYNTON BEACH CITY LIBRARY

AUGUST 20, 2019

STEVEN B. GRANT, MAYOR
CITY OF BOYNTON BEACH, FLORIDA

Certificate of Achievement

THIS ACKNOWLEDGES THAT

Maria Copeland

HAS BEEN RECOGNIZED FOR THE OUTSTANDING ACHIEVEMENT OF SUCCESSFULLY COMPLETING THE CAREER ONLINE HIGH SCHOOL PROGRAM SPONSORED BY THE BOYNTON BEACH CITY LIBRARY

AUGUST 20, 2019

STEVEN B. GRANT, MAYOR
CITY OF BOYNTON BEACH, FLORIDA

Certificate of Achievement

THIS ACKNOWLEDGES THAT

Jill Petrunti

HAS BEEN RECOGNIZED FOR THE OUTSTANDING ACHIEVEMENT OF SUCCESSFULLY COMPLETING THE CAREER ONLINE HIGH SCHOOL PROGRAM SPONSORED BY THE BOYNTON BEACH CITY LIBRARY

AUGUST 20, 2019

STEVEN B. GRANT, MAYOR
CITY OF BOYNTON BEACH, FLORIDA

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Valerie Mathieu, President and Founder of Chariots of Love, invites the City Commission and the public, to the Ezell Hester Jr. Community Center on August 25th, at 12 noon, to celebrate the 99th and 100th recipients receiving their new wheelchairs.

EXPLANATION OF REQUEST:
“Chariots Of Love” charity provides FREE, custom-fitted wheelchairs to those under the age of 21, living in the USA, that are not insured, under-insured, or otherwise unable to obtain medically required mobility equipment.
The 99th recipient, 2-year old, Evan, will be receiving his first manual wheelchair and is already learning to propel himself to build strength, coordination, and independence (photo attached).
The 100th recipient, 5-year old Nicholas, will be receiving an amazing pediatric powered wheelchair. It will allow him to start school this year and help with his independence (photo attached).

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Valerie Mathieu is a member of the City's Inclusion Support Team and provides support to families in Boynton Beach and throughout Palm Beach County. Her work furthers our commitment to being an inclusive city.

FISCAL IMPACT: N/A

ALTERNATIVES: N/A

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Other	Photos of wheelchair recipients

Chariots Of Love

a division of CapsOfLove

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
Debbie Majors, ADA & Grants Coordinator, will introduce Lisa Pugliese, Founder & CEO of Love Serving Autism, who will announce the start of the Love Serving Autism Program at the City's Tennis Center, beginning on Saturday, September 7, from 10 A.M. - 11 A.M.

EXPLANATION OF REQUEST:
Love Serving Autism is a 501(c)(3) non profit organization that provides a specialized therapeutic program focusing on tennis, communication and life skills for children and adults with autism spectrum disorders and developmental disabilities. The program will be offered at the Tennis Center, located at 3111 S. Congress Avenue. More information is available by calling the Tennis Center at 561-742-6575 or by contacting lisa@loveservingautism.org. Volunteers are needed weekly.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This will add another inclusive program to the Recreation & Parks Department menu of programs and activities available to our community.

FISCAL IMPACT: Budgeted Registration fees cover all expenses.

ALTERNATIVES: Do not make the announcement.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
Announce the following September 2019 meetings:

- September 3rd Commission Meeting moved to Thursday, September 5th at 6:30pm at Intracoastal Park Clubhouse to hold 1st Public Budget Workshop for FY 19/20 budget.
- Special Commission meeting on Tuesday, September 10, 2019 at 6:00pm at Intracoastal Park Clubhouse to adopt Final Fire Assessment for FY 19/20. This meeting will be held immediately before the CRA meeting.
- Regular Commission Meeting on Tuesday, September 17, 2019 at 6:30pm at Intracoastal Park Clubhouse.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
Appoint eligible members of the community to serve in vacant positions on City advisory boards.

EXPLANATION OF REQUEST: A list of vacancies is provided with the designated Commission members having responsibility for the appointment to fill each vacancy.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Appointments are necessary to keep our Advisory Board full and operating as effectively as possible.

FISCAL IMPACT: Non-budgeted None

ALTERNATIVES: Allow vacancies to remain unfilled.

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Attachment	Appointments - 8-20-19

APPOINTMENTS AND APPLICANTS FOR AUGUST 20, 2019

Building Board of Adjustments and Appeals

II	McCray	Alt	2 yr term to 12/20 (Tabled 2)
III	Romelus	Alt	2 yr term to 12/19 (Tabled 2)

Applicants

None

Education and Youth Advisory Board

Mayor	Grant	STU	2 yr term to 12/19
I	Katz	STU NV	2 yr term to 12/19

Applicants

None

Historic Resources Preservation Board

Mayor	Grant	Alt	2 yr term to 12/20

Applicants

None

Library Board

I	Katz	Alt	2 yr term to 12/19 (Tabled 3)
II	McCray	Alt	2 yr term to 12/20

Applicants

None

Senior Advisory Board

I	McCray	Alt	2 yr term to 12/20 (Tabled 2)

Applicants

None

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Three City Commissioners will be traveling to the National League of Cities conference on Tuesday, November 19, 2019. This is a Commission meeting day. The Commission can either reschedule the meeting or cancel it. Monday, November 18, 2019 is a possibility.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: PROPOSED RESOLUTION NO. R19-084 - Authorize the City Manager to sign an agreement utilizing BSO (Broward Sheriff's Office) agreement # 12-29077/JHJ with Express Radio for the purchase of Motorola products with an estimated annual expenditure of $50,000.

EXPLANATION OF REQUEST:
Boynton Beach Utilities uses a low frequency radio system to send information to and from lift stations to monitor and control sewer flow within the collection system. The utility utilizes Motorola technology for this radio system. This contract will allow the utility to purchase of Motorola products for the City's lift stations and other utility sites that require Motorola products. The parts are necessary to maintain the communication system with each lift stations.

This agreement allows four (4) one (1) year renewals which includes an agreement term of January 18, 2018 thru January 17, 2023. Historical expenditures in Utilities have averaged $30,000. Staff is recommending approval of $50,000 per year to allow other departments to use the contract for other Motorola parts purchases.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
This contract can also be used for other City Departments that utilize Motorola equipment.

FISCAL IMPACT: Budgeted
Funds are budgeted and available for account 502-0000-141-0100 for the estimated amount of $50,000.
FY 16/17 expenditures were $26,278.26
FY 17/18 expenditures were $28,593.92
Expenditure to date are $38,587.00

ALTERNATIVES:
To not approve utilizing the contract and obtain quotes.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Resolution	Resolution approving piggy-back agreement with Express Radio
Agreement	Piggy-back Agreement with Express Radio
Addendum	BSO Contract
Addendum	Express Radio Authorization Letter

RESOLUTION NO. R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING UTILIZING THE BROWARD SHERIFF'S OFFICE AGREEMENT WITH EXPRESS RADIO, INC., THROUGH MOTOROLA SOLUTIONS, INC., AGREEMENT #12-29077/JHJ IN AN ESTIMATED ANNUAL EXPENDITURE OF $50,000.00; AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH EXPRESS RADIO, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Agreement with Express Radio will allow the purchase of Motorola products for the City's lift stations and other needs that require Motorola Products; and

WHEREAS, the Agreement allows the City to use the Broward Sheriff's Office Agreement #12-29077/JHJ prices to purchase Motorola products; and

WHEREAS, the City Commission of the City of Boynton Beach, upon the recommendation of staff, deems it in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the City Manager to sign an Agreement with Express Radio, Inc., for the purchase of Motorola Products, Inc., in an estimated annual expenditure of $50,000.00 at prices based on the Broward Sheriff's office Agreement #12-29077/JHJ with Motorola Solutions, Inc..

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

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

Section 2. The City Commission of the City of Boynton Beach hereby approves and authorizes the City Manager to sign an Agreement with Express Radio, Inc., for the purchase of Motorola Products, Inc., in an estimated annual expenditure of $50,000.00 at prices

based on the Broward Sheriff's Office Agreement #12-29077/JHJ with Motorola Solutions, Inc., a copy of which is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

MOTOROLA EQUIPMENT AGREEMENT

This Agreement is made as of this ____ day of _____, 2019 by and between Express Radio, Inc., 10852 Wiles Road, Coral Springs, FL 33076 ("EXPRESS" or "Contractor"), and THE CITY OF BOYNTON BEACH, a Florida municipal corporation, with a mailing address of Post Office Box 310, Boynton Beach, FL 33425 (the "City").

RECITALS

WHEREAS, the City's lift stations and other needs require Motorola products. The parts are necessary to maintain functioning lift stations. These parts are used to replace malfunctioning or damaged parts that cause the lift station to stop operating; and

WHEREAS, Motorola has authorized use of Express Radio, Inc., as a Specialist Level Motorola Solutions Professional and Commercial Radio Channel Partner and that Express is authorized to extend pricing based on the Broward Sheriff's Office Agreement No. 12-29077/JHJ with an estimated annual expenditure of $50,000.00.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

Section 2. The City and EXPRESS agree that EXPRESS shall provide Motorola Products based on the Broward Sheriff's Office Agreement No. 12-29077/JHJ with an estimated annual expenditure of $50,000.00, a copy of which is attached hereto as Exhibit "A", except as hereinafter provided:

A. All references to Broward Sheriff's Office, shall be deemed as references to the City of Boynton Beach. Venue for any litigation arising under this Agreement must be in a court of competent jurisdiction in Palm Beach County, Florida.

B. All Notices to the City shall be sent to:

City: Lori LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy : James A. Cherof, City Attorney
Goren, Cherof, Doody & Ezrol, PA.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

C. The following terms and conditions are hereby incorporated into the Agreement:

Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Agreement term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

D. Records shall be deleted in it’s entirety and replaced with the following:

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records Law. Specifically, the Contractor shall:

1) Keep and maintain public records required by the CITY to perform the service;

2) Upon request from the CITY’s custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

3) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, Contractor shall destroy

all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

4) Upon completion of the Agreement, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

5) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK
3301 QUANTUM BLVD.
BOYNTON BEACH, FL, 33435.
561-742-6061.
CITYCLERK@BBFL.US

Section 3. In the event that the Broward Sheriff's Office Agreement is amended, or terminated, EXPRESS shall notify the City within ten (10) days. In the event the Broward Sheriff's Office Agreement is amended or terminated prior to its expiration, this Agreement shall remain in full force and effect, and not be deemed amended or terminated, until specifically amended or terminated by the parties hereto.

Section 4. EXPRESS agrees that in the event it enters into a Agreement for the same (or substantially similar) scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, which the City determines to be more favorable than the terms in this Agreement, the parties shall enter into an Addendum to provide those terms to the City.

Section 5. The insurance required shall require that the Certificate of Insurance name the City of Boynton Beach as an additional insured.

Section 6. In all other aspects, the terms and conditions of the Broward Sheriff's Office Agreement are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

ATTEST:

By:_____
Lori LaVerriere, City Manager

_____
Crystal Gibson, MMC, City Clerk

APPROVED AS TO FORM:

_____
James A. Cherof, City Attorney

EXPRESS RADIO, INC.

WITNESSES:

_____ BY:_____
Print Name: _____

_____ Title: _____

ATTEST:

_____
SECRETARY

EXHIBIT A

AGREEMENT BETWEEN BROWARD SHERIFF'S OFFICE AND MOTOROLA SOLUTIONS, INC.

AGREEMENT

by and between

SCOTT ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA

and

MOTOROLA SOLUTIONS, INC.

THIS AGREEMENT entered into this 18TH day of January 2018, by and between SCOTT ISRAEL, as the Sheriff of Broward County, Florida (hereinafter referred to as "BSO") and MOTOROLA SOLUTIONS, INC. (hereinafter referred to as "Motorola"). BSO and Motorola may be referred to individually as a "Party" and collectively as the "Parties". For good and valuable consideration, the Parties agree as follows:

In consideration of the terms and conditions contained herein, BSO and Motorola covenant and agree as follow:

SECTION I SCOPE OF SERVICES

This is a Master Purchase Agreement, whereby during the term of this Agreement BSO has the right, but not the duty, to purchase from time to time Products and related services, including parts. Pricing for the Products and Services will be pursuant to the List of Products and Pricing, Section 1.2 and 4.1. Motorola will provide, ship, and install (if applicable) the Products, and perform the Services and its other contractual responsibilities, all in accordance with this Agreement. BSO will perform its contractual responsibilities in accordance with this Agreement.

1.1 Products. Pricing for the Products is based upon Motorola's then current calendar year published list Domestic User Price Book ("DNUP") less the specified discount percentage.

1.2 Services. BSO may purchase engineering, project management, system technologist, or installation services at a 10% discount off list price for the level of effort proposed. This Agreement does not cover any other type of maintenance and support of the Products except as provided under any applicable warrant. If Motorola deems it to be appropriate, it will prepare a statement of work to describe the particular services to be provided, a test plan, or a performance schedule. If BSO wishes to purchase a system or maintenance and support, upon BSO's request, Motorola will provide a proposal that will include a separate Communications System Agreement.

Services:

Project Manager

Motorola will designate a single individual for any project proposed that warrants a Project Manager (PM), whose primary responsibility and authority will be to manage and administer your project to completion as defined within the contract.

- Manage and refine the SOW, project schedule, implementation plan, and change orders.
- Allocate available resources, personnel, funding, and material to ensure that the system is implemented according to the scope of this project.
- Conduct an inventory of received equipment to ensure proper delivery.
- Inspect the physical condition of Motorola-supplied hardware.
- Ensure that Motorola-provided equipment specifications are met.
- Verify that all site preparation is complete prior to the installation of the equipment.

- Supervise field installation and implementation teams, ensuring all on-site installation, integration, and optimization tasks are performed within contract requirements.
- Ensure quality workmanship by all Motorola personnel, vendors, and subcontractors
- Prepare for and conduct regular progress meetings and provide progress reports as required.
- Obtain BSO sign-off and acceptance upon completion of training, installation, and acceptance testing.
- Escalate resolution of any issues encountered during system implementation.
- Manage the project to your satisfaction.
- Ensure successful transition to the warranty and maintenance phase.

System Engineer

A Motorola System Engineer is for any project proposed that warrants and engineer, primary responsibility is to ensure the technical integrity proposal's design.

- Analyze your needs.
- Design your system.
- Develop site design parameters.
- Develop system documentation.
- Develop the Acceptance Test Plan (ATP).
- Assist in the development of the system cutover plan.

Systems Technologist

For any project proposed that warrants a Motorola System Technologist, their primary responsibility is to ensure the professional programming and optimization with system implementation.

- Participate in all equipment programming and configuration development.
- Oversee the integration and optimization of all system hardware and software.
- Participate in the Acceptance Test Plan.
- Assist in the development and execution of the system cutover plan.

Radio Subscriber Services

Motorola South Florida Sold Services

Prices are valid for use by Authorized Motorola Service Facility. Annual adjustments may occur at each annual renew.

APX RADIO SUBSCRIBER PROGRAMMING AND INSTALL

RADIO MANANEMENT AND PROGRAMMING SOFTWARE AND EQUIPMENT

DESCRPTION	LIST $	DISC %	DISC $
RVN5224AE APX PORTABLE & MOBILE PROGRAMING SOFTWARE (3YR SUBSCRIPTION)	$399.99	0%	$399.99
HKN6184C MOBILE PROGRAMMING CABLE, USB	$52.00	23%	$40.04
PMKN4012B MOBILE PROGRAMMING CABLE	$77.00	23%	$59.29
T7914 RADIO MANAGEMENT ONLINE	$0.00	20%	$0.00
UA00049AA ADD: RADIO MANAGEMENT LICENSES ONLINE (PER RADIO)	$100.00	20%	$80.00

DESCRIPTION	QTY	PRICE
RADIO PROGRAMMING or REFLASHING RADIO		
MOBILE PER RADIO	<51	$70.00
MOBILE PER RADIO	51-100	$54.00
MOBILE PER RADIO	>500	$46.00
PORTABLE PER RADIO	<51	$70.00
PORTABLE PER RADIO	51-100	$54.00
PORTABLE PER	>500	$46.00

RADIO

BUILDING TWO WAY RADIO PROGRAMMING TEMPLATES	**QTY**	**PRICE**
250 mode template with excel template	1	$620.00

DASH MOUNT RADIOS (Standard Sedan or Light Trucks)	**QTY**	**PRICE**
INSTALLATION	1	$200.00
REMOVAL AT TIME OF NEW OR RE-INSTALLATION	1	$47.00
REMOVAL WITHOUT NEW OR RE-INSTALLATION	1	$65.00

REMOTE/ TRUNK MOUNT RADIOS (Standard Sedan or Light Trucks)	**QTY**	**PRICE**
INSTALLATION	1	$270.00
REMOVAL AT TIME OF NEW OR RE-INSTALLATION	1	$65.00
REMOVAL WITHOUT NEW OR RE-INSTALLATION	1	$80.00

DASH MOUNT RADIOS (Ambulance or Fire Truck type vehicles)	**QTY**	**PRICE**
INSTALLATION	1	$465.00
REMOVAL AT TIME OF NEW OR RE-INSTALLATION	1	$165.00
SECONDARY	1	$65.00

REMOVAL AT TIME OF NEW OR RE-INSTALLATION	1	$195.00
REMOVAL WITHOUT NEW OR RE-INSTALLATION	1	$65.00
SECONDARY REMOVAL WITHOUT NEW OR RE-INSTALLATION		

REMOTE MOUNT (Ambulance or Fire Truck type vehicles) CUSTOMER PRICING	**QTY**	**PRICE**
SINGLE CONTROL HEAD TYPE INSTALLATION	1	$465.00
DUAL CONTROL HEAD TYPE INSTALLATION REQUIRE SURVEY TO ENSURE CUSTOMER EXPECTATION IS PROPERLY MET	1	QUOTED
REMOVAL AT TIME OF NEW OR RE-INSTALLATION (SINGLE CONTROL HEAD)	1	$165.00
REMOVAL WITHOUT NEW OR RE-INSTALLATION (SINGLE CONTROL HEAD)	1	$270.00
REMOVAL AT TIME OF NEW OR RE-INSTALLATION (DUAL CONTROL HEAD)	1	$170.00

REMOVAL WITHOUT NEW OR RE-INSTALLATION (DUAL CONTROL HEAD) $		1	$285.00
CONTROL STATIONS	**QTY**	**PRICE**	
INSTALLATION: (Includes penetration of (1) wall 50 ft of 1/2 inch cable, installation of cable, connectors, yagi RF antenna type antenna)		1	$500.00
REMOVAL		1	$195.00

1.3. EXCLUSIVE METHOD FOR PLACING ORDERS. During the term of this Agreement, BSO (and any other Eligible Purchaser) may order Products or Services as described in Sections 1.1, 1.2 and 31 of this Agreement, if they are then available for sale by Motorola. Each order must refer to this Agreement as Motorola Contract No. 12-29077/JHJ, and must specify the Product by model number, the unit price, the number of units being purchased, and the extended price; concerning services, each order must specify the type of services being purchased. Motorola will make reasonable efforts to deliver the ordered subscriber and accessory Products within six (6) weeks from receipt of order or sooner and to perform the services in a reasonably prompt manner. Motorola will make reasonable efforts to also ship other Products outside of subscribers and accessories within eight (8) weeks. Motorola will make best efforts to ship all orders within the time listed above, however this will be dependent on product availability at time of purchase and the location of ship acceptance. BSO may also track shipping by viewing orders using Motorola Online ("MOL"). Alternatively, BSO may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at http://www.motorola.com/businessandgovernment/ and the MOL telephone number is (800) 814-0601. The applicable provisions of this Agreement will govern the purchase and sale of the Products and services, notwithstanding any different terms and conditions contained in an order or acknowledgment of an order. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

1.4. Exhibits

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A Motorola "Software License Agreement"

Exhibit B Parts Warranty

Exhibit C Motorola's Memorandum of Insurance

Exhibit D Drug Free Workplace Certification by Vendor

1.5 Definitions

"Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment listed in the List of Product s that BSO purchases from Motorola under this Agreement.

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software infringes upon the third party's United States patent or copyright.

"Motorola Software" means Software that Motorola or its affiliated company owns.

"Non-Motorola Software" mean Software that another party owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Products" mean the Equipment and Software provided by Motorola under this Agreement.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with Products.

SECTION II MANNER OF PERFORMANCE

2.1 Motorola shall perform all services in a sound and workmanlike manner. All services shall adhere to the utmost professional standards.

2.2 Motorola agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the terms of this Agreement.

2.3 Neither party shall be liable for failure to perform as a result of an event, circumstance, or act of a third party that is beyond a party's reasonable control (e.g., an act of God, and act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

SECTION III TERM

This Agreement shall commence upon execution, and remain in full force and effect for five (5) years, unless terminated or renewed as provided herein. This Agreement may be renewed upon mutual written agreement of the parties for up to four (4) consecutive one (1) year renewal periods.

SECTION IV CONSIDERATION

4.1 Motorola shall provide the Equipment based on the pricing structure in the following Price Lists and the Current version of Motorola's Domestic User Price Book at the time an order is placed.

Broward County Sheriff's Office and only Broward County Agencies will benefit from pricing discounts as follows within the applicable term. Once the Term expired the following discount matrix will be in effect.

(2) (1) P25 APX Subscribers 40% Discount – Term two years from June 7, 2017 (June 7, 2019)APX Accessories 29% Discount – Term two years from June 7, 2017 (June 7, 2019)

(3) P25 APS Subscriber 3 year Factory Warranty – Term effective until Broward County begins P25 System Cutover

Other Florida State and Local Agencies may use this Agreement to purchase from Motorola using the BSO Standard Discount Matrix and the BSO Large Volume Order Quantity Break Discounts Matrix.

Discount % Off of Current List Price	Category of Equipment
15%	X-Series P25 Subscribers
25%	APX P25 Subscribers
23%	X-Series/APX Accessories
15%	X-Series Non-P25 Subscribers
20%	APX Non-P25 Subscribers
15%	TRBO Subscribers and Accessories
15%	Motorola WARIS Categorized Commercial Subscribers and Accessories
15%	On all other Motorola Manufactured Equipment
25%	SCADA Equipment
8%	Motorola Drop Ship Equipment
15%	Wireless Broadband and Networking Equipment
10%	Computer Aided Dispatch (CAD)
5%	Long Term Evolution (LTE)
7%	Video Security Solutions
10%	In vehicle Camera, Si500 Dems (Body Worn Camera) and ALPR Solutions

BSO Large Volume Order Quantity Break Discounts Matrix: *(This will take effect after June 9th 2019 for BSO)*		
Volume Breaks	**APX P25 Radio Discount % off of Current List Price**	**APX Accessory Discount % off of Current List Price**

1-499	**25%**	**23%**
500-999	**30%**	**25%**
1000-1999	**33%**	**27%**
2000 and Greater	**40%**	**29%**

4.2 Motorola shall submit invoices to the BSO detailing the equipment provided and the cost of such Equipment. BSO shall have the right to provide written objections to such invoice within seven (7) days of BSO'S receipt of such invoice. If no objection is made within such seven (7) days period, payment shall be made within ten (10) days thereafter.

4.3 Motorola shall allow other governmental entities and agencies within Broward County or the State of Florida to purchase, under the same terms and conditions, the equipment provided for in this Agreement.

4.4 FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to BSO upon acceptance of the delivery by BSO. Title to Software will not pass to BSO at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

4.5 INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the BSO at the following address:

Neesa B. Warlen, Esq., C.P.A., Director
Bureau of Finance & Budget
Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, Florida 33311

Broward County, Florida is the ultimate destination where the Equipment will be delivered to BSO. The Equipment will be shipped to the BSO at the address(es) indicated on the purchase order. BSO may change this information by giving written notice to Motorola.

SECTION V EXPENSES

Motorola shall be fully and solely responsible for any and all expenses incurred by Motorola in the performance of this Agreement, including, but not limited to, cost of supplies, fees, licenses, bonds or its applicable taxes, and all other costs of doing business. Motorola shall not, in any manner, incur indebtedness on behalf of BSO.

SECTION VI SOVEREIGN IMMUNITY

BSO is entitled to the protections of sovereign immunity as set forth in Florida Statutes Sec. 768.28. Nothing in this Agreement is intended or shall be deemed to waive or modify BSO'S sovereign immunity.

SECTION VII SITES AND SITE CONDITIONS

7.1 ACCESS TO SITES. If Motorola is providing installation or other services, BSO will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

7.2 SITE CONDITIONS. If Motorola is providing installation or other services at BSO's sites, BSO will ensure that these work sites are safe, secure, and in compliance with all applicable industry and OSHA standards. BSO will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; electrical power outlets, distribution and equipment; and telephone or other communication lines, all for the installation, use, and maintenance of the Products.

SECTION VIII ACCEPTANCE

Acceptance of the Products will occur upon delivery to BSO unless a statement of work or acceptance test plan exists and provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, BSO's use of the Products for their operational purposes will constitute acceptance.

SECTION IX WARRANTY

9.1 EQUIPMENT WARRANTY. From one (1) year from the date of delivery of the Equipment provided by Motorola under this Agreement ("Warranty Period"), Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

9.2 MOTOROLA SOFTWARE WARRANTY. Motorola warrants the Motorola Software solely in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. BSO hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement. Any Non-Motorola Software is licensed to BSO in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include open source software. All open source software is licensed to BSO in accordance with, and BSO agrees to abide by, the provisions of the stands license of the copyright owner and not the Software License Agreement. Upon request by BSO, Motorola will use commercially reasonable efforts to determine whether an open source software will be provided under this Agreement; and if so, identify the open source software and provide to BSO a copy of the applicable standard license (or specify where that license may be found); and provide to BSO a copy of the open source software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

9.3 SERVICES WARRANTY. During the Warranty Period, Motorola warrants that the services have been performed in a good and workmanlike manner. BSO's exclusive remedy for a breach of this services warranty is, at Motorola's option, to re-perform the services at no cost to the BSO or refund the Contract Price of the services that were not performed in a good and workmanlike manner.

9.4 EXCLUSIONS TO THE EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to : (i) defects or damage resulting from: use of the Equipment or Motorola Software in other that its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, modification, or adjustment not provided or authorized in writing by Motorola; BSO'S failure to comply with all applicable industry and OSHA standards, (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship, (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight cost to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and)vii) normal or customary wear and tear.

9.5 WARRANTY CLAIMS. To assert a warranty claim, BSO must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate

the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to SHERIFF) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice BSO for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

9.6 ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

9.7 DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

SECTION X OPEN-END CONTRACT

No guarantee is expressed or implied as to the total quantity of equipment purchased under this Agreement. BSO reserves the right to use other vendors for such services.

SECTION XI EMPLOYMENT RESPONSIBILITY

11.1 Any employees utilized by Motorola to fulfill the terms and conditions of the Agreement shall be deemed employees of Motorola, not the BSO.

11.2 Accordingly, Motorola shall be responsible for assuming the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 440, FSA), or other recognized employee benefits.

11.3 BSO shall not be liable for, and Motorola agrees to indemnity BSO against any liability resulting from personal injury or illness, to Motorola's employees, agents, or servants during the performance of the services, duties, and responsibilities contemplated herein.

SECTION XII SUBCONTRACTORS

Motorola shall not subcontract its rights or obligations under this Agreement, unless prior written approval is received from the BSO. In the event any additional or different subcontractors are required or requested by BSO, or in the event BSO rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

SECTION XIII CRIMINAL HISTORY

13.1 Motorola represents that, to the best of its knowledge and belief, its principal owners, partners, corporate officers, and employees do not have any past felony criminal convictions or any pending criminal charges. Such information, if applicable, would be set forth in Motorola's Annual Report and 10-K filings.

13.2 BSO reserves the right to approve or reject, for any reason, Motorola's staff assigned to this project at any time. Motorola's employees on premises may be subject to a criminal background check at the BSO'S expense, prior to providing services pursuant to this Agreement.

SECTION XIV INDEPENDENT CONTRACTOR

14.1 Motorola has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

14.2 Motorola shall at all times be an independent contractor under this agreement, rather than an employee, agents, or representative to BSO, and no act, action, or omission to act by Motorola shall in any way obligate or bind BSO.

SECTION XV PAYMENT OF TAXES

BSO shall provide Motorola with proof of tax exemption upon execution of this Agreement. Notwithstanding anything to the contrary herein, Motorola shall not be liable for payment of any taxes that are levied against BSO as a result of the purchase, ownership, or use of the Products.

SECTION XVI TERMINATION

16.1 In the event that either party is in breach of any of terms and conditions of this Agreement, the non-breaching party shall provide written notice of such breach. The breaching party shall have ten (10) days from receipt of such notice to cure any breach under this Agreement. In the event the breaching party fails to cure such breach within the ten (10) day period, the non-breaching party reserves the right to immediately terminate this Agreement for cause.

16.2 BSO reserves the right to terminate this Agreement, without cause, upon providing Motorola with written notice of such termination. BSO agrees to pay Motorola for all Equipment shipped and services rendered prior to the notice of termination.

SECTION XVII CIVIL RIGHTS REQUIREMENTS

17.1 Motorola shall comply with all applicable sections of the Americans with Disabilities Act.

17.2 Motorola shall not discriminate on the basis of race, age, color, gender, or national origin.

17.3 Motorola agrees that compliance with this Section constitutes a condition to the Agreement, and that it is binding up Motorola, its successors, transferees, and assignees for the period during which services are provided. Motorola further assures that all subcontractors are not in violation of the terms of the Section.

SECTION XVIII CONFIDENTIALITY

18.1 Motorola shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of BSO, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description.

18.2 "Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information, that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

18.3. Confidentiality Obligation. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. During the term of this Agreement and for a period of three (3) years from the date of expiration or termination of this Agreement, recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

18.4. Required Disclosure. If a recipient is required to disclose Confidential Information pursuant to applicable law, statute, or regulation, or court order, the recipient will give to the discloser prompt written notice of the request and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy. If, in the absence of a protective order, the recipient determines, upon the advice of counsel, that it is required to disclose such information, it may disclose only Confidential Information specifically required and only to the extent required to do so.

18.5. Confidential Exceptions. Recipient is not obligated to maintain as confidential, Confidential Information that recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Agreement; (ii) is explicitly approved for release by written authorization of discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the recipient prior to such disclosure; or (v) is independently developed by recipient without the use of any discloser's Confidential Information or any breach of this Agreement.

18.6. Ownership and Retention. All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of discloser's written request, recipient will return all Confidential Information to discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

SECTION XIX PRESERVATION OF PROPRIETARY RIGHTS

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to BSO the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to BSO any shared development rights of intellectual property. Except as explicitly provide in the Software License Agreement, Motorola does not grant to BSO, either directly or by implication, estoppels, or otherwise, any right, title or interest in Motorola's Proprietary Rights. BSO will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to open source software which is governed by the standard license of the copyright owner.

SECTION XX INDEMNIFICATION

20.1 GENERAL INDEMNITY BY MOTOROLA. Motorola will indemnify, hold harmless and defend BSO, his officers and employees from any and all liability, expense, judgment, suit, cause of action, or demand from personal injury, death, or direct damage to tangible property which may accrue against BSO to the extent it is caused by the negligent acts or omissions or willful misconduct of Motorola, its subcontractors, or their employees or agents. The BSO agrees to give Motorola prompt, written notice of any claim or suit. BSO will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of BSO from liabilities that are in any way related to Motorola's performance under this Agreement.

20.2 INFRINGEMENT CLAIM INDEMNIFICATION. Motorola will defend at is expense any suit brought against BSO to the extent that it is based on an Infringement Claim, and Motorola will indemnify BSO for those costs and damages finally awarded against BSO for an Infringement Claim. Motorola's duties to defend and indemnify are conditioned upon BSO promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and BSO providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim.

20.3 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense, procure for BSO the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant BSO a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

20.4 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by Motorola; the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not Motorola's deign or formula; a modification of the Motorola Software by a party other than Motorola; or the failure by BSO to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of Motorola with respect to infringement of patents and copyrights by the Equipment, Motorola Software, and any of their parts.

SECTION XXI INSURANCE

Throughout the duration of this Agreement and for all applicable statute of limitation periods, Motorola shall maintain in full force and effect the insurance coverage set forth in the attached and incorporated Memorandum of Insurance – Exhibit C. Within thirty (30) day written notice by BSO, Motorola shall provide a Certificate of Insurance Evidencing such coverage.

SECTION XXII PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes), a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the BSO, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with BSO, and may not conduct business with BSO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by Motorola shall result in termination of this Agreement and may cause Motorola's debarment.

SECTION XXIII DRUG-FREE WORKPLACE

Motorola shall provide a drug-free workplace program in accordance with applicable laws and in accordance with the Drug Free Workplace Certification attached as Exhibit "D" and incorporated herein.

SECTION XXIV ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered by Motorola, under any circumstances, without the prior written consent of BSO, except that Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer.

SECTION XXV NOTICE

Any notice hereunder by one party to the other party shall be given in writhing by personal delivery, facsimile, regular mail, commercial express carrier such as Federal Express, UPS, or DHL, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposed by giving the other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

Broward Sheriff's Office
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

With a copy to:
Office of the General Counsel
Broward Sheriff's Office
2601 W. Broward Blvd.
Fort Lauderdale, FL 33312

Motorola
Motorola Solutions, Inc., Legal, Government Affairs and Corporate Communications
500 West Monroe Street, 43rd Floor
Chicago, IL 6066196
Attn.: Judy Jean-Pierre, Sr. Counsel

SECTION XXVI AGREEMENT TERMS TO BE EXCLUSIVE

This written Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representation inducing its execution and delivery except such representations as are specifically set forth in the writhing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representation that may that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representation in connection with its dealing with the other.

SECTION XXVII WAIVER OR MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or of any covenant, condition, or limitation contained herein shall be valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding,

arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

SECTION XXVIII AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties' expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced, or initiated.

SECTION XXIX THIRD PARTY BENEFICIARIES

Neither Motorola nor BSO intends to directly or indirectly benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against the parties based upon this Agreement.

SECTION XXX LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THE AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by the Agreement may be brought more that one (1) year after the accrual of the cause of action, except for money due upon an open account.

SECTION XXXI MAINTENANCE SERVICE TERMS AND CONDITIONS

These Maintenance Service Terms and Conditions (Maintenance) apply to services whereby Motorola will provide to Customer either (1) maintenance, support, or other post warranty services, or (2) installation services under a Motorola Installation Agreement, as described in detail in the associated statement of work for Maintenance. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

31.1 Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

31.2 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

31.3. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any

Equipment is lost, damaged, stolen, or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

31.4 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

31.5. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

31.6 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

31.7 EXCLUDED SERVICES. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multi-coupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

31.8 TIME AND PLACE OF SERVICE. Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

31.9 CUSTOMER Contact. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

31.10 PAYMENT. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all legally imposed property taxes, sales and use taxes, excise taxes, and other legally imposed taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

31.11 TERMINATION of Maintenance. Any termination of Maintenance will not relieve either party of obligations previously incurred pursuant to this Section 31, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of Maintenance. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

31.12 LIMITATION OF LIABILITY. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided

under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT be liable for any consequential damages IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

31.13 EXCLUSIVE TERMS AND CONDITION. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to Maintenance, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

31.14 Customer agrees to reference this Agreement on any purchase order issued in furtherance of Maintenance; however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

31.15 COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

31.16 MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

31.17 At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

31.18 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

SECTION XXXII MISCELLANEOUS

32.1 Motorola shall comply with all the applicable statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state, and local political bodies having jurisdiction over the services provided herein.

32.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement; the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

32.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

32.4 Venue in any proceeding or action amount the parties arising out of this Agreement shall be in Broward County, Florida.

32.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney. The terms of this Agreement have been completely read and are fully understood and voluntarily accepted by them.

32.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal pronouns used in the Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

32.7. SURVIVAL OF TERMS. The following provisions survive the expiration or termination of this Agreement for any reason: Subsection 9.7 (Disclaimer of Implied Warranties); Section 18 (Confidentiality); Section 19 (Proprietary Rights); Section 30 (Limitation of Liability); Section 31 (Maintenance) all of the General terms in this Section 32; and Exhibit A (Motorola Software License Agreement.

32.8. Motorola shall comply with public records laws, specifically to:

(a) Keep and maintain public records that ordinarily and necessarily would be required by BSO in order to perform the services contemplated in this Agreement.

(b) Provide the public with access to public records on the same terms and conditions that BSO would provide the records and at a cost that does not exceed the cost as provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to BSO all public records in possession of Motorola upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to BSO in a format that is compatible with the information technology systems of BSO.

IN WITNESS, the parties hereby execute this Agreement on the dates set forth below:

MOTOROLA SOLUTIONS, INC.

By: _____ Date: 1-8-2018
Robert E. Marshall, Jr. (AUTHORIZED REPRESENTATIVE)

Title: Regional Vice President

SCOTT ISRAEL, AS SHERIFF OF BROWARD COUNTY, FLORIDA

By: _____ Date: 1-18-18
Colonel Tom Harrington
Executive Director, Department of Administration

Approved as to form and legal sufficiency
subject to execution by the parties:

By: _____ Date: 011718
Ronald M. Gunzburger , General Counsel
Office of the General Counsel

Exhibit A Software License Agreement

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. ("Motorola") and the Broward County Sheriff's Office ("Licensee"). For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing", "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Customer's Programming Software ("CPS"), Licensee must purchase a separate license for each location at which Licensee uses CPS. Licensee's use of CPS at a licensed location does not entitle Licensee to use or access CPS remotely. Licensee may make one copy of CPS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use CPS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether

arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11, and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be

guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B Parts Warranty

This warranty applies within the fifty (50) United States. LIMITED WARRANTY FOR MOTOROLA PARTS PRODUCTS IS LISTED IN THE PRICE AND AVAILABILITY LIST.

I. WHAT THIS WARRANTY COVERS AND FOR HOW LONG

A. Products Other Than Batteries

The Government and Public Safety Division of Motorola Solutions, Inc. ("Motorola") warrants the Motorola-manufactured and supplied radio communications product, including original equipment crystal devices and channel elements ("Product"), against material defects in material and workmanship under normal use and service for a period of one (1) year from the date of shipment. When the purchaser timely and rightfully rejects nonconforming Products, Motorola, at its option, will at no charge either repair the Product (with new or reconditioned parts), replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Motorola according to the terms of this warranty. Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Motorola.

This express limited warranty is extended by Motorola to the original end user purchaser purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. This is the complete and exclusive warranty for the Product manufactured and supplied by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Unless made in a separate written agreement between Motorola and the original end user purchaser, Motorola does not warrant the installation, maintenance, or service of the Product.

Motorola is not responsible in any way for any ancillary equipment not furnished by Motorola which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. Because each system, which may use the Product, is unique, Motorola disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

B. Two-Way Rechargeable Batteries: Capacity and Workmanship Warranty

Motorola warrants the Motorola-supplied two-way radio batteries listed below ("battery") as follows. Batteries will be replaced with new or reconditioned parts during the applicable warranty period if the battery capacity falls below 80% of rated capacity (under normal use and service for a period of time from the date of manufacture[1]) unless otherwise noted.

For the workmanship defects listed below Motorola warrants against defects in workmanship (under normal use and service for a period of time from the date of manufacture[2]) as scheduled below ("warranty period"):

Capacity and Product Workmanship Warranty

Motorola Manufactured IMPRES Batteries:

NiCd – 24-month workmanship, 24-month capacity

NiMH – 24-month workmanship, 18-month capacity

Li-ion – 24-month workmanship, 18-month capacity

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[1] Date of manufacture is determined by the date code shown on the battery.

[2] Date of manufacture is determined by the date code shown on the battery.

Motorola Manufactured Premium Batteries:

NiCd – 24-month workmanship, 18-month capacity

NiMH – 24-month workmanship, 12-month capacity

Li-ion – 24-month workmanship, 12-month capacity

Motorola Manufactured Power Batteries:

NiCd – 12-month workmanship, 12-month capacity

NiMH – 12-month workmanship, 12-month capacity

Motorola Manufactured Mag One Batteries:

NiCd – 6-month workmanship, 6-month capacity

NiMH - 6-month workmanship, 6-month capacity

NRG Competitive Batteries:

NiCd – 12-month workmanship, 12-month capacity

NiMH – 12-month workmanship, 12-month capacity

Exceptions

The Motorola NiMH NTN7396 prismatic battery is warranted for 6 months capacity and 24 months workmanship from the date of manufacture[3].

The Motorola NiMH RNN4006 and RNN4007 batteries are warranted to 70% of its rated minimum capacity for 12 months and have a 24-month workmanship warranty from the date of manufacture[4].

IMPRES™ NiCd batteries used with a non-IMPRES charger are warranted for an 18-month capacity and a 24-month workmanship warranty replacement.

IMPRESTM NiMH and Li-ion batteries used with a non-IMPRES charger is warranted for a 12-month capacity and 24-month workmanship warranty.

A battery will be replaced during the applicable workmanship warranty period if:

1. The battery develops a leak
2. The battery clip breaks due to poor workmanship
3. The battery's seam welds open
4. The battery has contact problems with either the applicable two-way radio or battery charger due to misalignment or plastic residue blocking the battery's contacts.

Replacement batteries are warranted for the balance of the original applicable warranty period.

Motorola, at its option, will replace the battery with new or reconditioned parts at no charge during the applicable warranty period – provided it is returned in accordance with the terms of this warranty. This warranty is extended by Motorola to the original end user purchaser only and is not assignable or transferable to any other party. This is the complete and exclusive warranty for the battery supplied by Motorola. Motorola assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Motorola. Motorola is not responsible in any way for any ancillary equipment not furnished by Motorola; which is attached to or used in connection with the battery or for operation of the battery with any ancillary equipment, and all such equipment is expressly excluded

[3] Date of manufacture is determined by the date code shown on the battery.

[4] Date of manufacture is determined by the date code shown on the battery.

from this warranty. For battery recycling information, please call 1-800-422-4210 for details and request your RBRC shipper ID registration form.

Exhibit C Motorola's Memorandum of Insurance

MOTOROLA SOLUTIONS

MEMORANDUM OF INSURANCE

PRODUCER AON RISK SERVICES CENTRAL, INC. AON CENTER 200 EAST RANDOLPH STREET CHICAGO, ILLINOIS 60601 D/B/A Aon Risk Insurance Services of Illinois. CA License #0095623	**THIS MEMORANDUM IS A MATTER OF INFORMATION ONLY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.** **COMPANIES AFFORDING COVERAGE** COMPANY A Lloyd's Syndicate #4711 (Aspen)
INSURED MOTOROLA SOLUTIONS, INC. AND ITS SUBSIDIARIES 1303 EAST ALGONQUIN ROAD SCHAUMBURG, IL 60196	COMPANY B COMPANY C COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY -Commercial General Liability -Occurrence				GENERAL AGGREGATE	
					PRODUCTS - COMP/OP AGG	
					PERSONAL & ADV INJURY	
					EACH OCCURENCE	
					FIRE DAMAGE (any one fire)	
					MED EXP (any one person)	
	AUTOMOBILE LIABILITY -Any Auto				COMBINED SINGLE LIMIT	
					BODILY INJURY (per accident)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY				AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
	EXCESS LIABILITY				EACH OCCURENCE	
					AGGREGATE	
	WORKERS COMP & EMPLOYER'S LIABILITY				WC Statutory limits	
					EL EACH ACCIDENT	
					EL DISEASE-POLICY LIMIT	
					EL DISEASE – EA EMPLOYEE	
A	**OTHER** Miscellaneous Professional Liability	QK1304174	7/01/2013	7/01/2014	PER WRONGFUL ACT	$1,000,000
					AGGREGATE	$1,000,000

FOR INFORMATIONAL PURPOSES ONLY

Exhibit D Drug Free Workplace Certification by Vendor

MOTOROLA SOLUTIONS

Drug-Free Workforce & Smoke-Free Workplace

Statement of Policy
Motorola Solutions policy explicitly prohibits the unlawful possession, use, purchase, sale, dispensation, distribution, transfer, or manufacture of drugs or other controlled substances, or the abuse of alcohol, while on Motorola Solutions premises or while conducting Motorola Solutions business off Motorola Solutions premises. Employees should report to work fit for duty and free of any adverse effects of illegal drugs or alcohol. In addition, employees may smoke in designated smoking areas only. Violations of this Policy may result in disciplinary action, up to and including termination of employment, and may have legal consequences.

Scope
All Motorola Solutions employees based at locations within the United States.

Application
Motorola Solutions complies with the Drug-Free Workplace Act, applicable regulations of government agencies (including regulations promulgated by the Department of Transportation), and other federal, state and local laws and regulations. All employees and applicants for employment are advised, in writing, of our Drug-Free Workforce and Smoke-Free Workplace Policy.

Drug and/or alcohol testing is conducted in accordance with applicable law(s).

Circumstances that Require Drug and/or Alcohol Testing

1. *Pre-Employment Drug Testing.* All applicants for employment must take and pass a drug test before they receive an unconditional offer of employment and/or begin working for Motorola Solutions. Applicants who refuse to cooperate in a drug test, or who do not pass a drug test, will be ineligible for hire and employment with Motorola Solutions at that time and cannot re-apply for a position with Motorola Solutions for a period of six months following the date of their drug test.
2. *For-Cause Drug and Alcohol Testing.* Motorola Solutions may require that an employee take a drug and/or alcohol test when Motorola Solutions has reasonable suspicion, based on specific observable facts or behaviors, that an employee may be under the influence of drugs or alcohol, or has been using drugs or alcohol while he/she is working, on Motorola Solutions premises, operating a Motorola Solutions vehicle, machinery, or equipment or present in any other location performing services for Motorola Solutions. The observer(s) will document the specific observed facts or behaviors that support the reasonable suspicion. Failure to cooperate or otherwise take a requested for-cause test will result in termination of employment.
    a. *Post Accident Testing.* Motorola Solutions may require an employee to take a drug and/or alcohol test when Motorola Solutions reasonably believes the employee may have contributed to or caused a work-related accident that results in serious bodily injury to a person and/or significant damage to Motorola Solutions property. The drug and/or alcohol test shall be administered as soon as practicable following the accident.
3. *Customer-Mandated Drug and Alcohol Testing.* Motorola Solutions may require an employee to take a drug and/or alcohol test when such a test is mandated by a Motorola Solutions customer as part of a contract. Failure to cooperate or otherwise take a customer-mandated test will result in the immediate removal of the employee from the customer project he/she is supporting and may result in further action being taken against the employee.
4. *Random Drug Testing and Alcohol Testing.* For employees in safety-sensitive positions, Motorola Solutions may randomly test for drugs and/or alcohol in accordance with procedures developed by Motorola Solutions for those specific categories of employees.

Consequences of Positive Drug and/or Alcohol Test Result or Other Violation of this Policy

Except for Pre-Employment Drug Testing, the first time an employee does not pass a drug test and/or tests positive for alcohol, he/she will be referred to the Employee Assistance Program (EAP) and must comply with any conditions set by the EAP Consultant ("counseling program"). Failure to comply with any conditions set forth in the counseling program will result in termination of employment. As determined by the EAP Consultant and Motorola Solutions, an employee in a counseling program must pass a return-to-duty test for drugs or alcohol (or both) before returning to work. Additionally, an employee who successfully completes a counseling program must submit to follow-up testing for drugs or alcohol (or both) at times and frequencies determined by Motorola Solutions for a period of up to two (2) years following successful completion of the counseling program. An employee who does not pass a second requested drug and/or alcohol test, or does not pass a return-to-duty or any subsequent follow-up test, may be terminated. Discipline for actions of an employee while under the influence of drugs and/or alcohol, for possession, use, purchase, sale, dispensation, distribution, transfer or manufacture of drugs or other controlled substances, and/or for violations of smoking restrictions will behandled under Motorola Solutions's Progressive Discipline Policy.

Testing Procedures

Alcohol Collection and Testing Procedures
Except where precluded by applicable law, Motorola Solutions will follow the procedures set forth below:

1. Employees subject to alcohol testing will be required to sign a written consent form in which they consent to and authorize testing.
2. Employees will be sent to a Motorola Solutions designated collection site where they will be required to verify their identity and cooperate in the site's normal specimen collection procedures.
3. The collection and testing will be conducted, in private, by a trained technician who will use approved testing devices and testing forms. Chain of custody procedures will be maintained from collection to the time specimen(s) may be discarded so as to ensure proper identification, labeling, record keeping, handling, and testing of specimen(s).
4. A screening test will be conducted first. If an employee's screen test result is less than .02, the employee will have passed the test.
5. If the employee's measured alcohol concentration is .02 or more, the employee will be required to take a confirmation test. The results of the

confirmation test, not the screen test, are determinative. If the employee's confirmation test result is less than .04, the employee will have passed the test. If the employee's confirmation test results is .04 or more, the employee will have tested positive for alcohol.

6. The technician will notify Motorola Solutions of the employee's test result in a confidential manner.

Drug Collection and Testing Procedures
Except where precluded by applicable law, Motorola Solutions will follow the procedures set forth below:

1. Applicants and employees subject to drug testing will be required to sign a written consent form in which they consent to and authorize testing.
2. Applicants and employees will be sent to a Motorola Solutions designated collection site where they will be required to verify their identity and otherwise cooperate in the site's normal specimen collection procedures. Applicants and employees will have the opportunity to disclose any over-the-counter or prescribed medications that they are using or have recently used, or any other information, medical or otherwise, that they think may be relevant to the testing.
3. Specimens will be collected, in private, by a trained collection site person who will use approved collection containers and custody and control forms. Chain of custody procedures will be maintained from collection to the time specimen(s) may be discarded so as to ensure proper identification, labeling, record keeping, handling, and testing of specimen(s).
4. Collected specimens will be tested by a certified laboratory. The laboratory will test specimens for marijuana, cocaine, opiates, amphetamines, and phencyclidine (PCP) (and such other controlled substances as may be dictated by the circumstances in accordance with the requirements of applicable law). The laboratory will first conduct a screen on the specimen. If the screen test is negative, the laboratory will report to Motorola Solutions that the applicant or employee has passed the drug test. If the screen test is positive, the laboratory will analyze the applicant's or employee's specimen using gas chromatography/mass spectrometry. The laboratory will send the test results to the MRO.
5. The MRO is responsible for ensuring the accuracy and integrity of the drug testing process. If an applicant or employee has a confirmed positive, adulterated, substituted, or invalid drug test result, the MRO will contact the applicant or employee by telephone via the information provided by the applicant or employee on the custody and control form. Applicants and employees must promptly cooperate with the MRO.
6. The MRO will advise Motorola Solutions if an applicant or employee has passed or failed the test, refused to cooperate, if a specimen is dilute, or if a test should be canceled. If the MRO determines that there is a legitimate medical explanation for a positive, adulterated, or substituted test result, the MRO will report a verified negative test result to Motorola Solutions. If the applicant or employee does not provide a legitimate medical explanation for a positive test result, the MRO will verify the test result as positive. If the applicant or employee does not provide a legitimate medical explanation for an adulterated or substituted test result, the MRO will report to Motorola Solutions that the applicant or employee has refused to take a drug test. Invalid test results will be canceled and, depending on the circumstances, may subject an applicant or employee to additional testing.
7. Motorola Solutions will advise applicants and employees of their rights, if any, to have their same specimens retested or their split specimens tested by a certified laboratory.

Appeal Procedures

Employees or applicants may appeal a MRO verified positive, adulterated, or substituted test result by submitting a sealed, written appeal letter to the Motorola Solutions Drug and Alcohol Program Manager within ten (10) business days of notice of their results. This letter should explain the basis of the appeal and the material facts supporting the appeal.

Upon receipt of the appeal letter by the Motorola Solutions Drug and Alcohol Program Manager, the appeal will be thoroughly investigated and considered. The employee/applicant will be notified of the final decision in writing within ten (10) business days of the Motorola Solutions Drug and Alcohol Program Manager's receipt of the appeal.

Confidentiality of Records

Records relating to drug and/or alcohol testing are maintained and protected in accordance with legal requirements and our standards for privacy and confidentiality of personal health information. Copies of all records relating to test results and other information relating to the testing process may be requested by the employee or applicant.

Inspections

Motorola Solutions reserves the right to inspect all parts and aspects of its premises for illegal drugs, alcohol, or other contraband. All employees and visitors may be asked to cooperate in inspections of their persons, work areas, and property (such as purses, lunch boxes, water coolers, thermos bottles, flasks, briefcases, desks, cabinets, or lockers) that may conceal illegal drugs, alcohol, or other contraband.

Crimes Involving Drugs

Employees who are convicted of, plead guilty to (including a plea of nolo contendere or no contest), or are sentenced for a crime involving illegal drugs must report the conviction, plea or sentence to their supervisors/managers and the Human Resources Department within five (5) days after such conviction, plea, or sentence. If an employee who is convicted of, pleads guilty to, or is sentenced for a crime involving illegal drugs performs work directly relating to Motorola Solutions's contracts or grants with a state or the federal government, Motorola Solutions will report such conviction, plea, or sentence to the appropriate agency within ten (10) days after it receives notice. Motorola Solutions may take disciplinary and/or other appropriate action (e.g. referral to the Employee Assistance Program) when an employee engages in any conduct or is involved in any crime that harms Motorola Solutions' operations or reputation.

Smoke-Free Workplace

Employees may smoke in designated smoking areas only. Where required by local law or by the terms of a lease agreement, smoking will be prohibited inside Motorola Solutions facilities and within a certain distance of facility entrances (distances may vary in accordance with local requirements). "No smoking" signs will be clearly and conspicuously posted in areas where smoking is prohibited. For purposes of this policy, "smoking" includes electronic cigarettes or any other devices that look like and act as traditional/ordinary tobacco products.

Cross Reference

- Progressive Discipline
- Open Door Process

Definitions

Drugs: Controlled substances that are not being used and possessed under the supervision of a licensed health care professional or as otherwise allowed by federal law. Motorola Solutions currently tests for the following drugs: Amphetamines (Dexedrine, Speed, Ice, Crack, Uppers), Cannabinoids (THC, Marijuana), Cocaine (Crack), Opiates (Heroin, Morphine, Codeine), and Phencyclidine (PCP, Angel Dust).

Employee Assistance Program (EAP): A program to assist employees and their dependents with personal, family, financial, relationship, substance abuse, and other problems. Motorola Solutions EAP Consultants also provide consultation to managers on performance management and productivity concerns, as well as on business change impacting the workplace.

Medical Review Officer (MRO): The trained, knowledgeable, independent physician(s) retained by or under contract to Motorola Solutions. The MRO reviews drug test results from the laboratory and evaluates any medical explanations for such results.

Pass a Drug Test: Not to test positive for drugs or not to have an adulterated or substituted specimen.

Version Date: 02/01/2010
Original Effective Date: 01/01/2002

MOTOROLA SOLUTIONS

September 28th, 2018

Re: Express Radio, Inc.

To Whom It May Concern,

Motorola Solutions, Inc. (MSI) is committed to providing quality products that meet the needs of our end users. MSI utilizes an extensive network of independent channel partners to provide two way radio product solutions to end customers.

Please be advised that **Express Radio**, headquartered at **10850 Wiles Rd, Coral Springs, FL 33076** is a **Specialist Level Motorola Solutions Professional and Commercial Radio Channel Partne**r in good standing with Motorola. They have the ability to sell Motorola branded trunking and conventional products, as well as provide certain warranty services, and maintenance on the manufacturer's equipment.

Express Radio also is authorized to extend pricing to customers based on the Broward County LGRS **Motorola Contract No. 12-29077/JHJ** and other available public contracts that contain the Motorola Solutions Professional and Commercial Portfolio.

Should you have any questions, please do not hesitate to contact me at 786-858-2622. We appreciate your continued consideration of Motorola's products and services.

Sincerely,
Nicholas Bacigalupi

Nicholas Bacigalupi
Motorola Solutions, Inc.
Sr. Channel Account Manager
1-786-858-2622

Alternate Contact:
Brian Carter
1-847-544-6782

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R19-085 - Approve the First Amendment to the ILA between the City of Boynton Beach and Boynton Beach CRA for funding certain portions of the Sara Sims Park Improvements and amend the FY 2019-2020 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for the Capital Improvement Fund (302) as it relates to the amended ILA.

EXPLANATION OF REQUEST:
On October 2, 2018, the City Commission accepted from the CRA Interlocal Agreement for $600,000, via Resolution 18-143 (see attachment 1), to fund the Sara Sims Park Improvement Project (RP1820).
On July 9, 2019, the CRA Amended the Interlocal Agreement to add an additional $45,000 (see attachment 2). These funds are intended to fund the reassembly of the amphitheater canopy at Sara Sims Park (salvaged from next to the Old School Museum).
This agenda item proposes to approve a Resolution to amend ILA and appropriate budget, related to funds received from the CRA for Fund 302: Capital Improvement Fund.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The City would continue to follow good and appropriate budgeting practices.

FISCAL IMPACT: Budgeted Funding from CRA will not exceed $645,000 increased from original $600,000.

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution approving First Amendment to ILA with CRA for Funding of Sara Sims Park improvements
🗋	Attachment	Attachment 1 - R18-143
🗋	Attachment	Attachment 2 - Amendment to ILA

RESOLUTION NO. R19-___

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO PROVIDE ADDITIONAL FUNDING FOR CERTAIN IMPROVEMENTS AT SARA SIMS PARK; PROVIDING FOR AMENDMENT TO THE FY 2019-2020 BUDGET, WHICH WILL ADJUST BUDGETED APPROPRIATIONS AND REVENUE SOURCES AND PROVIDE SPENDING AUTHORITY FOR THE CAPITAL IMPROVEMENT FUND (302) AS IT RELATES TO THE AMENDED INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; on October 2, 2018 the City Commission, via Resolution R18-143, approved the Interlocal Agreement between the City and the CRA for partial funding associated with the Sara Sims Improvement Project; and

WHEREAS, the First Amendment to the Interlocal Agreement will add an additional $45,000 to the original amount to fund the reassembly of the amphitheater canopy at Sara Sims Park; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign the First Amendment to the Interlocal Agreement with the Boynton Beach Community Redevelopment Agency to provide additional funding for certain improvements at Sara Sims Park and to amend the FY 2019-2020 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for the Capital Improvement Fund (302) as it relates to the amended ILA.

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

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign the First Amendment to the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency to provide $45,000 in additional funding for certain improvements at Sara Sims Park, a copy of the First Amendment to Interlocal Agreement is attached hereto as Exhibit "A".

Section 3. The City Commission approves amending the FY 2019-2020 budget, which will adjust budgeted appropriations and revenue sources and provide spending authority for the Capital Improvement Fund (302) as it relates to the amended Interlocal Agreement.

Section 4. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

RESOLUTION NO. R18-143

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY TO PROVIDE PARTIAL FUNDING FOR IMPROVEMENTS AT SARA SIMS PARK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; on September 11, 2018 the Boynton Beach CRA approved the Interlocal Agreement between the City and the CRA for partial funding associated with the Sara Sims Improvement Project; and

WHEREAS, the Interlocal Agreement will allow the City to request up to $600,000 in funding assistance from the CRA as the project progresses; and

WHEREAS, the City Commission of the City of Boynton Beach, Florida, upon the recommendation of staff, deems it to be in the best interests of the City residents to approve and authorize the Mayor to sign an Interlocal Agreement with the Boynton Beach Community Redevelopment Agency to provide partial funding for improvements at Sara Sims Park.

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

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. The City Commission of the City of Boynton Beach, Florida does hereby approve and authorize the Mayor to sign the Interlocal Agreement between the City of Boynton Beach and the Boynton Beach Community Redevelopment Agency to provide partial funding,

up to $600,000, for improvements at Sara Sims Park, a copy of said Interlocal Agreement is attached hereto as Exhibit "A".

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this 2nd day of October, 2018.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	✓	
Vice Mayor – Christina L. Romelus	✓	
Commissioner – Mack McCray	✓	
Commissioner – Justin Katz	✓	
Commissioner – Joe Casello	✓	
VOTE	5-0	

ATTEST:

Judith A. Pyle, CMC
City Clerk

(City Seal)

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R18-143

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF CERTAIN PORTIONS OF THE SARA SIMS PARK IMPROVEMENT PROJECT LOCATED WITHIN THE COMMUNITY REDEVELOPMENT AREA

THIS AGREEMENT ("Agreement") is made by and between the **CITY OF BOYNTON BEACH**, a Florida Municipal Corporation, ("CITY"), and the **BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY**, ("CRA") (individually and collectively, the "Party" or "Parties").

W I T N E S S E T H:

WHEREAS, the 2016 Boynton Beach Community Redevelopment Plan ("Plan") (Exhibit "A") calls for the redevelopment of the Community Redevelopment Area ("CRA Area") as described in the Plan; and

WHEREAS, the CITY and the CRA desire to provide funding for the enhancement and improvement to Sara Sims Park (the "Project"), as further described in Exhibit "B," which is hereby incorporated herein; and

WHEREAS, the Project site lies within the boundaries of the CRA Area, and more specifically, in the Heart of Boynton District; and

WHEREAS, the Project is intended to improve the quality, aesthetics and function of Sara Sims Park for the residents of the Heart of Boynton District; and

WHEREAS, the CRA Board finds that this Agreement, and the use of the CRA's funds for the Project, is consistent with the CRA's Redevelopment Plan and Chapter 163, Florida Statutes; and

WHEREAS, due to the intended elimination of slum and blighted conditions, and the beneficial neighborhood and redevelopment impact of the Project, the CRA and the CITY find that this Agreement serves a municipal and public purpose, and is in the best interest of the health, safety, and welfare of the CITY of Boynton Beach, including the Community Redevelopment Area;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. **Recitals.** The recitations set forth above are hereby incorporated herein.

2. Obligations of the CRA.

a. The CRA shall provide funding to the CITY in an amount not to exceed Six Hundred Thousand and 00/100 Dollars ($600,000.00), for physical improvements to the Project consistent with the terms of this Agreement, to be used for reimbursement of certain eligible costs.

b. The CRA shall make payments to the CITY upon receipt of a complete written request from the CITY for payment, which request shall comply with all requirements of this Agreement.

3. Obligations of the CITY.

a. The CITY shall ensure funds provided by the CRA are not used for any purposes prohibited by § 163.370(3), Florida Statutes, or otherwise prohibited by law.

b. The CITY shall ensure that the Project is designed and constructed in compliance with the Plan.

c. The CITY shall be responsible for overseeing the Project, coordinating with the contractor(s), and otherwise contracting and coordinating with all other entities as necessary to effectuate the Project, but shall coordinate with the CRA concerning compliance with the Plan.

d. Upon request from the CRA, or an authorized agent of the CRA, including the Executive Director and the CRA Attorney, the CITY shall provide all documents reasonably requested by the CRA or CRA's agent concerning compliance with this Agreement, specifically including any documentation concerning compliance with Florida Statutes.

4. Reimbursement of Funds

a. The CITY shall provide a written request for reimbursement of funds ("Reimbursement Request") to the CRA no later than 30 days after payment by the CITY of funds for which it is seeking reimbursement, and in no case later than 30 days after the Project achieves final completion. For purposes of this Agreement, final completion shall be deemed achieved upon issuance of a Certificate of Completion, or equivalent. The request shall include the following information:

i. The amount of reimbursement requested;

ii. A summary of the Project improvements for which the CITY seeks reimbursement;

iii. A statement that the Project is in compliance with the Plan and Florida Statutes and evidence supporting the same.

iv. Copies of all invoices, receipts, and any other documentation necessary to evidence the amount and purpose for each payment made by the CITY for the Project for which the CITY is seeking reimbursement.

v. For any Reimbursement Request submitted after final completion, a fully executed Certificate of Completion, or equivalent. by;

vi.

b. Upon receipt of a complete Reimbursement Request from the CITY that meets the requirements of this Agreement, the CRA shall remit funding in the amount requested, consistent with this Agreement, to the CITY within thirty (30) days of receipt of the Reimbursement Request.

c. If the CITY fails to submit a Reimbursement Request within 30 days after the Project achieves final completion, the CITY will no longer be eligible to receive any reimbursement and this Agreement shall terminate. If the CITY submits a Reimbursement Request that the CRA deems incomplete, the CRA shall notify the CITY in writing. The CITY shall have 30 days from receipt of the notice to provide the necessary documentation to complete the Reimbursement Request. If the CITY fails to provide the documentation required by the CRA within 30 days, the CITY shall only be eligible for the portion of the Reimbursement Request, if any, that the CRA deems complete and eligible. The CRA will not reimburse the CITY for any portion of the request the CRA deems ineligible for reimbursement.

5. Limits of CRA Obligations for the Project. The Parties agree that the CRA shall only be responsible for providing reimbursement to the CITY for eligible expenses for the Project, and shall not otherwise be responsible for effectuating the Project.

6. Indemnification. The CITY shall indemnify, save, and hold harmless the CRA, its agents, and its employees from any liability, claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CRA, its agents, or its employees, by reason of any property damages or personal injury, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, arises out of, or is

otherwise related to the negligent or wrongful conduct of persons or the faulty equipment (including equipment installation and removal) associated with the Project. Nothing in this Agreement shall be deemed to affect the rights, privileges, and sovereign immunities of the CRA or the CITY as set forth in Section 768.28, Florida Statutes. This paragraph shall not be construed to require the CITY to indemnify the CRA for CRA's own negligence, or intentional acts of the CRA, its agents or employees. Each party assumes the risk of personal injury and property damage attributable to the acts or omissions of that party and its officers, employees and agents.

7. Term of the Agreement. This Agreement shall become valid and commence upon execution by the last Party to this Agreement, and unless earlier terminated pursuant to this Agreement, shall terminate after the Project has obtained a Certificate of Completion, or equivalent, and the CRA reimburses the CITY for the Project. In no case shall the CRA be required to reimburse the CITY for any untimely requests, or requests submitted after this Agreement is terminated. The term of the Agreement may be extended only upon the execution of a written amendment signed by the CITY Commission and the CRA Board. Nothing in this paragraph shall be construed so as to affect a Party's right to terminate this Agreement in accordance with other provisions in this Agreement.

8. Records. The CITY and the CRA each shall maintain their own records and documents associated with this Agreement in accordance with the requirements set forth in Chapter 119, Florida Statutes. All such records shall be adequate to justify all charges, expenses, and costs incurred in accordance with generally accepted accounting principles. Each Party shall have access to the other Party's books, records and documents as required in this Agreement for the purpose of inspection or audit during normal business hours during the term of this Agreement and at least 1 year after the termination of the Agreement.

9. Filing. The CITY shall file this Interlocal Agreement pursuant to the requirements of Section 163.01(11) of the Florida Statutes

10. Default. If either Party defaults by failing to perform or observe any of the material terms and conditions of this Agreement for a period of ten (10) calendar days after receipt of written notice of such default from the other Party, the Party giving notice of default may terminate this Agreement through written notice to the other Party. Failure of any Party to exercise its right in the event of any default by the other Party shall not constitute a waiver of

such rights. No Party shall be deemed to have waived any rights related to the other Party's failure to perform unless such waiver is in writing and signed by both Parties. Such waiver shall be limited to the terms specifically contained therein. This section shall be without prejudice to the rights of any Party to seek a legal remedy for any breach of the other Party as may be available to it in law or equity.

11. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any rights in any third parties that are not signatories to this Agreement.

12. Compliance with Laws. The CITY and the CRA shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida and of any other public authority which may be applicable.

13. Entire Agreement. This Agreement represents the entire and sole agreement and understanding between the Parties concerning the subject matter expressed herein. No terms herein may be altered, except in writing and then only if signed by all the Parties hereto. All prior and contemporaneous agreements, understandings, communications, conditions or representations, of any kind or nature, oral or written, concerning the subject matter expressed herein, are merged into this Agreement and the terms of this Agreement supersede all such other agreements. No extraneous information may be used to alter the terms of this Agreement.

14. Severability. If any part of this Agreement is found invalid or unenforceable by any court, such the remainder of the Agreement shall continue to be binding upon the Parties. To that end, this Agreement is declared severable.

15. Governing Law and Venue. The terms of this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida and the United States of America, without regard to conflict of laws principles. Any and all legal actions necessary to enforce the terms of this Agreement shall be conducted in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or, if in federal court, in the United States District Court for the Southern District of Florida, to which the Parties expressly agree and submit.

16. No Discrimination. Parties shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, age, sex, marital status, sexual orientation or disability for any reason in its hiring or contracting practices associated with this Agreement.

17. Notice. Whenever either Party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery

receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the Party for whom it is intended at the place last specified; and the place for giving of notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving of notice:

a. CITY:	Lori LaVerriere, City Manager CITY of Boynton Beach 100 E. Boynton Beach Boulevard Boynton Beach, FL 33435
b. CRA:	Michael Simon, Executive Director Boynton Beach CRA 710 N. Federal Highway Boynton Beach, Florida 33435
c. Copies To:	James A. Cherof Goren, Cherof, Doody & Ezrol, P.A. 3099 East Commercial Boulevard, Suite 200 Fort Lauderdale, Florida 33308 Tara Duhy, Esquire Lewis, Longman & Walker, P.A. 515 North Flagler Drive, Suite 1500 West Palm Beach, Florida 33401

18. **No Transfer.** The Parties shall not, in whole or in part, subcontract, assign, or otherwise transfer this Agreement or any rights, interests, or obligations hereunder to any individual, group, agency, government, non-profit or for-profit corporation, or other entity without first obtaining the written consent of the other Party.
19. **Interpretation; Independent Advice.** This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties. The Parties declare that the terms of this Agreement have been read and are fully understood. The Parties understand that this is a

binding legal document, and each Party is advised to seek independent legal advice in connection with the matters referenced herein.

20. **Counterparts and Transmission.** To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.
21. **Survival.** The provisions of this Agreement regarding indemnity, waiver, and termination, and records shall survive the expiration or termination of this Agreement and remain in full force and effect.
22. **Time is of the Essence.** The parties acknowledge that time is of the essence in the performance of the provisions in this Agreement.
23. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, expenses, and costs, including those at the appellate level, in addition to any other relief to which it may be entitled.

[Signatures on following page.]

IN WITNESS WHEREOF, the CITY and the CRA hereto have executed this Agreement as of the later of the dates set forth below.

ATTEST:

Judith Pyle, CITY Clerk

CITY OF BOYNTON BEACH,
a Florida municipal corporation

By: _____
Steven B. Grant, Mayor

Date: 10/8/18
(SEAL)

Approved as to Form:

Office of the CITY Attorney

Approved as to Form:

Office of the CRA Attorney

BOYNTON BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Steven B. Grant, Chair

Date: 9/19/18

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF CERTAIN PORTIONS OF THE SARA SIMS PARK IMPROVEMENT PROJECT LOCATED WITHIN THE COMMUNITY REDEVELOPMENT AREA

This FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF CERTAIN PORTIONS OF THE SARA SIMS PARK IMPROVEMENT PROJECT LOCATED WITHIN THE COMMUNITY REDEVELOPMENT AREA ("First Amendment") is entered into by and between the City of Boynton Beach ("CITY") and the Boynton Beach Community Redevelopment Agency ("CRA") (collectively referred to as the "Parties").

WHEREAS, the Parties previously entered into the INTERLOCAL AGREEMENT BETWEEN THE CITY OF BOYNTON BEACH AND THE BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY FOR THE FUNDING OF CERTAIN PORTIONS OF THE SARA SIMS PARK IMPROVEMENT PROJECT LOCATED WITHIN THE COMMUNITY REDEVELOPMENT AREA ("Interlocal Agreement"); and

WHEREAS, the Parties desire that the CRA provide funding for the reassembly of a certain amphitheater at Sara Sims Park (the "Reassembly Project") as a part of the overall Project described in the Interlocal Agreeement; and

WHEREAS, the CRA Board finds that the Reassembly Project site is within the CRA Area, is consistent with the Project and intent of the Project described in the Interlocal Agreement, and will improve the quality, aesthetics and function of Sara Sims Park for the residents of the Heart of Boynton District; and

WHEREAS, the CRA Board finds that this First Amendment, and the use of the CRA's funds for the Reassembly Project, is consistent with the CRA's Redevelopment Plan and Chapter 163, Florida Statutes;

NOW THEREFORE, in consideration of the promises contained herein and in the Interlocal Agreement, the sufficiency of which both Parties hereby acknowledge:

1) **Incorporation.** The recitals and other information above is hereby incorporated herein as if fully set forth.
2) **Amendment.** Paragraph 2.a. of the Interlocal Agreement is amended as follows:
    a. The CRA shall provide funding to the CITY in an amount to not exceed Six Hundred and Forty-Five Thousand and 00/100 Dollars (~~$600,000.00~~

$645,000.00), for physical improvements to the Project consistent with the terms of this Agreement to be used for reimbursement of certain eligible costs.

3) **Clarification of Term.** The Reassembly Project is part of the overall Project, and therefore, the term Paragraph 7 of the Interlocal Agreement remains in effect; however, to the extent necessary to extend or reopen the term of the Interlocal Agreement to allow for the timely completion and payment of the Reassembly Project, such extension is hereby granted.
4) **General.** Except as expressly set forth in this First Amendment, the Interlocal Agreement is unmodified and remains in full force and effect, and is hereby ratified and confirmed by the CRA and the CITY. This First Amendment any be executed in any number of counterparts, any one and all of which shall constitute the agreement of the Parties and each of which shall be deemed an original. To the extent of any conflict between the Interlocal Agreement and this First Amendment, this First Amendment shall control.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

Approved as to Form:

Office of the CRA Attorney

BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY

By: _____
Justin Katz, CRA Vice Chairman

Approved as to Form:

Office of the CITY Attorney

CITY OF BOYNTON BEACH

By: _____
Steven B. Grant, Mayor

01157222-1

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for August 20, 2019- "Request for Extensions and/or Piggybacks."

EXPLANATION OF REQUEST:
As required, the Finance/Procurement Department submits requests for award to the Commission; requests for approval to enter into contracts and agreements as the result of formal solicitations; and to piggy-back governmental contracts. Options to extend or renew are noted in the "Agenda Request Item" presented to Commission as part of the initial approval process. Procurement seeks to provide an accurate and efficient method to keep the Commission informed of pending renewals and the anticipated expenditure by reducing the paperwork of processing each renewal and/or extension individually and summarizing the information in a monthly report (as required).

VENDOR(S)	DESCRIPTION OF SOLICITATION	SOLICITATION NUMBER	RENEWAL TERM	AMOUNT
ANZCO, INC. E&F FLORIDA ENTERPRISES, INC. DBA CREATIVE CONTRACTING GROUP REPUBLIC CONSTRUCTION CORP.	PRE-QUALIFIED CONTRACTORS TO PERFORM MINOR CONSTRUCTION SERVICES	018-2511-18/IT	AUGUST 20, 2019 THRU AUGUST 19, 2020	INDIVIDUAL PROJECTS NOT TO EXCEED $75,000.00 APPROVED BY CITY MANAGER; INDIVIDUAL PROJECTS EXCEEDING $75,000.00 WILL BE BROUGHT BACK TO CITY COMMISSION.
BALLARD PARTNERS, INC.	RFP FOR APPROPRIATION LOBBYIST SERVICES	071-1210-17/IT	OCTOBER 01, 2019 THRU SEPTEMBER 30, 2020	NOT TO EXCEED $60,000.00 ANNUALLY
KONICA MINOLTA BUSINESS SOLUTIONS	COPIERS/PRINTERS/SCANNERS	PIGGYBACK STATE OF FLORIDA CONTRACT NO. 600-000-11-1	AUGUST 04, 2019 THRU FEBRUARY 03, 2020	ANNUAL ESTIMATE $70,000.00

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This renewal report will be used for those solicitations, contracts/agreements and piggy-backs that re renewed/extended with the same terms and conditions

solicitations, contracts/agreements and piggy-backs that re-renewed/extended with the same terms and conditions and pricing as the initial award.

FISCAL IMPACT: Budgeted Budgeted funds have been budgeted under line items as noted on the attached report.

ALTERNATIVES: Not approve renewals and require new solicitations to be issued.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Anzco - Minor Construction Executed Renewal Interest Letter
Addendum	Renewal Interest Letter - (Creative Contracting Group)
Addendum	Renewal Interest Letter - (Republic)
Addendum	Piggyback- Renewal Amend. 9 Konica Minolta_8-2-19
Addendum	Renewal Interest Letter - Ballard Partners, Inc.
Addendum	REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS 8-20-19

The City of Boynton Beach

Boynton Beach, Florida (561) 742-6310
FAX: (561) 742-6316

July 24, 2019

John Zak, President
Anzco, Inc.

VIA EMAIL TRANSMITTAL TO: jzak@anzcoinc.com

RFQ: MINOR CONSTRUCTION SERVICES

RFQ No.: 018-2511-18/IT

CURRENT AGREEMENT TERM: *AUGUST 20, 2018 –AUGUST 19, 2019*

Dear Mr. Zak:

The current agreement term for the "MINOR CONSTRUCTION SERVICES" expires August 19, 2019.

The agreement documents allow for three (3) additional one (1) year extensions and we would like to extend the bid for an additional one-year period with the same terms, conditions and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to marmere@bbfl.us at your soonest convenience. If you should have any questions, please do not hesitate to call Eric Marmer, Buyer at (561) 742-6318.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration

cc: Andrew Mack, Director of Public Works & Engineering, Public Works
Gail Mootz, Project Supervisor, Public Works, Facilities Maintenance
Central File
File

The City of Boynton Beach

Boynton Beach, Florida 33435-0310
FAX: (561) 742-6316

July 24, 2019

RFQ: MINOR CONSTRUCTION SERVICES

RFQ No.: 018-2511-18/IT

CURRENT AGREEMENT TERM: *AUGUST 20, 2018 –AUGUST 19, 2019*

Agreement between the City of Boynton Beach and **Anzco, Inc.**

AGREEMENT RENEWAL TERM: ***AUGUST 20, 2019 –AUGUST 19, 2020***

✓ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

Anzco, Inc.
NAME OF COMPANY

SIGNATURE

JOHN B. ZAK
NAME OF REPRESENTATIVE
(please print)

PRESIDENT
TITLE

7/24/19
DATE

561-699-3602
(AREA CODE) TELEPHONE NUMBER

JZAK@ANZCOINC.COM
E-MAIL

July 24, 2019

RFQ: MINOR CONSTRUCTION SERVICES

RFQ No.: 018-2511-18/IT

CURRENT AGREEMENT TERM: *AUGUST 20, 2018 –AUGUST 19, 2019*

Agreement between the City of Boynton Beach and **Creative Contracting Group**

AGREEMENT RENEWAL TERM: ***AUGUST 20, 2019 –AUGUST 19, 2020***

✓ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

Creative Contracting Group
Etf Florida Enterprises Inc.
NAME OF COMPANY

SIGNATURE

L. Addis
LISA Addis
NAME OF REPRESENTATIVE (please print)

V.P.
TITLE

7-24-19
DATE

561-333-1445
(AREA CODE) TELEPHONE NUMBER

Jepsales@comcast.net
E-MAIL

July 24, 2019

Joseph Patalano, President
Creative Contracting Group

VIA EMAIL TRANSMITTAL TO: jepsales@comcast.net

RFQ: MINOR CONSTRUCTION SERVICES

RFQ No.: 018-2511-18/IT

CURRENT AGREEMENT TERM: *AUGUST 20, 2018 –AUGUST 19, 2019*

Dear Mr. Patalano:

The current agreement term for the "MINOR CONSTRUCTION SERVICES" expires August 19, 2019.

The agreement documents allow for three (3) additional one (1) year extensions and we would like to extend the bid for an additional one-year period with the same terms, conditions and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to marmere@bbfl.us at your soonest convenience. If you should have any questions, please do not hesitate to call Eric Marmer, Buyer at (561) 742-6318.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration

cc: Andrew Mack, Director of Public Works & Engineering, Public Works
Gail Mootz, Project Supervisor, Public Works, Facilities Maintenance
Central File
File

The City of Boynton Beach

Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

July 24, 2019

Steven Neubarth, President
Republic Construction Corp.

VIA EMAIL TRANSMITTAL TO:

RFQ: MINOR CONSTRUCTION SERVICES

RFQ No.: 018-2511-18/IT

CURRENT AGREEMENT TERM: *AUGUST 20, 2018 –AUGUST 19, 2019*

Dear Mr. Neubarth:

The current agreement term for the "MINOR CONSTRUCTION SERVICES" expires August 19, 2019.

The agreement documents allow for three (3) additional one (1) year extensions and we would like to extend the bid for an additional one-year period with the same terms, conditions and pricing.

Please indicate your response on the following page and return it to Procurement Services via email to marmere@bbfl.us at your soonest convenience. If you should have any questions, please do not hesitate to call Eric Marmer, Buyer at (561) 742-6318.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration

cc: Andrew Mack, Director of Public Works & Engineering, Public Works
Gail Mootz, Project Supervisor, Public Works, Facilities Maintenance
Central File
File

The City of Boynton Beach

Finance/Procurement Services
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

July 24, 2019

RFQ: MINOR CONSTRUCTION SERVICES

RFQ No.: 018-2511-18/IT

CURRENT AGREEMENT TERM: *AUGUST 20, 2018 –AUGUST 19, 2019*

Agreement between the City of Boynton Beach and **Republic Construction Corp.**

AGREEMENT RENEWAL TERM: ***AUGUST 20, 2019 –AUGUST 19, 2020***

X
_____ Yes, I agree to renew the existing agreement under the same terms, conditions, and pricing for an additional one-year term.

_____ No, I do not wish to renew the bid for the following reason(s) _____

_____

_____

Republic Construction Corp.
NAME OF COMPANY

SIGNATURE

Steven Neubarth
NAME OF REPRESENTATIVE
(please print)

President
TITLE

7/26/2019
DATE

561-900-2487
(AREA CODE) TELEPHONE NUMBER

steven@republicconstructioncorp.com
E-MAIL

Department of
MANAGEMENT
SERVICES
We serve those who serve Florida

AMENDMENT NO.: 9
Contract Amendment
Contract No.: 600-000-11-1
Contract Name: Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services

This Amendment ("Amendment"), effective as of August 4, 2019, to the Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies and Services Contract No. 600-000-11-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Konica Minolta Business Solutions USA, Inc. ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

WHEREAS the Department awarded the above referenced Contract to Konica Minolta Business Solutions USA, Inc. for the provisions of Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services; and

WHEREAS the Parties agreed that the Contract may be amended by mutual agreement as provided in section 4.42 "Modification of Terms" of the Contract; and

WHEREAS, in accordance with Section 287.057(12), Florida Statutes, upon mutual agreement, the Department and the Contractor wish to extend the Contract for a period that may not exceed six (6) months.

THEREFORE, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt, and sufficiency of which are hereby acknowledged, the Parties agree to the following:

I. Contract Extension. The Contract shall be extended for an additional six (6) months, effective August 4, 2019, through February 3, 2020, unless cancelled or terminated as provided in the terms of the Contract.

II. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

III. Section 5.40, Contractor Certification, of the Contract is hereby deleted in its entirety and is replaced as follows:
Section 5.40 Scrutinized Companies – Termination by the Department
The Department 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), F.S., 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.

Department of MANAGEMENT SERVICES
We serve those who serve Florida

AMENDMENT NO.: 9
Contract Amendment
Contract No.: 600-000-11-1
Contract Name: Multifunction Products, Printers, Facsimile Equipment, Scanners, Related Software, Supplies, and Services

IV. Warrant of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Effect. This Amendment is here by made a part of the Contract. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment sets forth the entire understanding between the parties with regard to this subject matter hereof.

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

State of Florida:
Department of Management Services:

By:
Name: David Clark
Title: Chief of Staff
Date: 8/1/19

Contractor:
Konica Minolta Business Solutions U.S.A., Inc.

By:
Name: Todd Foote
Title: VP – Government Sales and Marketing
Date: July 30,2019

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

August 5, 2019

Brian D. Ballard, President
BALLARD PARTNERS, INC.
201 East Park Avenue, 5th Floor
Tallahassee, FL 32301

VIA EMAIL TRANSMITTAL TO: ballard@ballardfl.com

RE: RENEWAL OF TERM CONTRACT FOR APPROPRIATION LOBBYIST SERVICES, RFP NO. 071-1210-17/IT

Dear Mr. Ballard:

The subject Agreement for **APPROPRIATION LOBBYIST SERVICES** will expire on September 30, 2019. This Agreement allows for two (2) more additional one-year renewals under the same prices, terms and conditions. The City of Boynton Beach would like to renew this contract with Ballard Partners, Inc. for an additional one-year renewal term under the same prices, terms and conditions.

Please indicate your response on the following page and return it via email to marmere@bbfl.us at your earliest convenience. If you should have any questions, please do not hesitate to contact Eric Marmer, Buyer at (561) 742-6318. Thank you.

Sincerely,

Tim W. Howard
Assistant City Manager - Administration

cc: Lori LaVerriere, City Manager
Central File
File

The City of Boynton Beach

Finance/Procurement Services
100 E. Boynton Beach Boulevard
P.O. Box 310
Boynton Beach, Florida 33425-0310
Telephone No: (561) 742-6310
FAX: (561) 742-6316

August 5, 2019

RENEWAL OF TERM CONTRACT FOR APPROPRIATION LOBBYIST SERVICES;
RFP NO. 071-1210-17/IT;
CONTRACT RENEWAL TERM: ***OCTOBER 1, 2019 THRU SEPTEMBER 30, 2020***

✓ Yes, I agree to renew the existing agreement with the same prices, terms and conditions for the renewal period of ***OCTOBER 1, 2019 THRU SEPTEMBER 30, 2020.***

____ No, I do not wish to renew the agreement for the following reason(s): _____

_____

_____

_____

BALLARD PARTNERS, INC.
NAME OF COMPANY

SIGNATURE

Brian D. Ballard
NAME OF REPRESENTATIVE
(Please print)

President
TITLE

August 5, 2019
DATE

850-577-0444
(AREA CODE) TELEPHONE NUMBER

ballard@ballardpartners.com
E-MAIL ADDRESS

CITY OF BOYNTON BEACH
REQUESTS FOR BID EXTENSIONS AND PIGGY-BACKS
August 20, 2019

REQUESTING DEPARTMENT: ***PUBLIC WORKS***
DEPARTMENT CONTACT: ***Andrew Mack***
TERM: ***August 20, 2019 to August 19, 2020***
SOURCE FOR PURCHASE: ***RFQ No. 018-2511-18/IT (Resolution R18-104)***
ACCOUNT NUMBER: ***431-2515-534-3462***
VENDOR(S): ***ANZCO, Inc.; E&F Florida Enterprises, Inc. dba Creative Contracting Group; Republic Construction Corp.***
ANNUAL ESTIMATED EXPENDITURE: ACCOUNT NUMBER: ***Each requirement processed against this open-end contract will be funded by the appropriate funding source at the time of release.***

DESCRIPTION:
On August 7, 2018, City Commission awarded Resolution # R18-104 to establish a pre-qualified list of vendors in accordance with Request for Qualifications (RFQ) No. 018-2511-18/IT "Pre-Qualification of Contractors for Minor Construction Services" and authorize the City Manager to award individual projects not exceeding $75,000.

The Agreement allows for four (4) additional one-year renewal terms contingent upon satisfactory vendor performance, mutual agreement and determination that the renewals are in the City's best interest. The vendors have agreed to renew the Agreement for an additional one-year renewal term.

REQUESTING DEPARTMENT: ***CITY MANAGER'S OFFICE***
DEPARTMENT CONTACT: ***TIM HOWARD***
TERM: ***August 20, 2019 to August 19, 2020***
SOURCE FOR PURCHASE: ***RFP No. 071-1210-17/IT***
ACCOUNT NUMBER: ***001-1210-512-49-17***
VENDOR(S): ***BALLARD PARTNERS, INC.***
ANNUAL ESTIMATED EXPENDITURE: ***NOT TO EXCEED $60,000***

DESCRIPTION:
On November 07, 2017, City Commission approved a one-year contract with Ballard partners, Inc. for lobbyist services.

The Agreement allows for three (3) additional one-year renewal terms with the same prices, terms, and conditions. The vendor has agreed to renew the Agreement for the second one-year renewal option thru September 30, 2020.

REQUESTING DEPARTMENT: ***FINANCE/PURCHASING***
DEPARTMENT CONTACT: ***Randy Wood***
TERM: ***August 04, 2019 to February 03, 2020***
SOURCE FOR PURCHASE: ***State of FL Contract No. 600-000-11-1***
ACCOUNT NUMBER: ***Various - Citywide***
VENDOR(S): ***Konica Minolta Business Solutions***
ANNUAL ESTIMATED EXPENDITURE: ***$70,000***

DESCRIPTION:
In April, 2011, City Commission authorized piggybacking the State of Florida Contract for Multifunction Copiers.

The Contract has been continuously renewed by the State and the City since the time of award. The final renewal option was valid thru August 3, 2018. The State is in the process of soliciting and awarding replacement contracts; however, additional time was required. On August 4, 2018, the State executed Amendment 7 to the Contract extending it thru February 3, 2019. On September 6th, 2018, the City commission approved the extension through February 3, 2019. The State was still in the process of soliciting and awarding a replacement contract. As a result, the State executed Amendment 8 to the contract extending it thru August 3, 2019. The State continues to be in the process of soliciting and awarding a replacement contract. Therefore, the State has executed Amendment 9 to the contract extending it thru February 3, 2020.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Approve an increase of $15,000 with PRIDE, for Tire-Recapping, utilizing the State of Florida Contract # 94131608-16-P. This will bring the total approved expenditure to $65,000.

EXPLANATION OF REQUEST:
Current contract period: February 11, 2016 thru February 11, 2021

On April 5, 2016, the City Commission approved the utilization of the State of Florida Contract # 94131608-16-P for Tire Recapping with PRIDE for the estimated annual amount of $50,000. An additional $15,000 is needed to cover purchases for recap tires for the remainder of the fiscal year.

Recap tires are used in lieu of new tires as a cost savings benefit as well as reusing tires instead of disposing them right away. Tires are able to be "capped" three times before disposal. The cost of a new 11R22.5 tire is $549.92. Recapping the 11R22.5 cost is $129.00. The 11R22.5 is our most popular solid waste tire.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Purchasing recap tires is a cost savings benefit versus purchasing new tires.

FISCAL IMPACT: Budgeted
Funds are available for account number 502-0000-141-0100

FY 16/17 expenditures were $40,967.29
FY 17/18 expenditures were $55,973.83
FY 18/19 expenditures to date are $50,734.93

ALTERNATIVES: To not purchase recap tires and only purchase new tires.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Original Commission Agenda Request
Addendum	Pricing from PRIDE
Addendum	Contract
Addendum	Contract

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/5/2016

REQUESTED ACTION BY COMMISSION:
Award the piggy-back of the State of Florida Contract # 94131608-16-P for "Tire Recapping" to : PRIDE, as the primary vendor , as a responsive, responsible bidder who met all specifications. Estimated annual expenditure is $50,000, this award will be utilized on an "AS NEEDED BASIS".

EXPLANATION OF REQUEST:
TERM AGREEMENT: FEBRUARY 11, 2016 - FEBRUARY 11, 2021

The State of Florida has a contract, 94131608-16-P for Recap Tires. The City will piggy-back this contract to purchase our recap tires. We will be purchasing the 11R22.5 recap tire # 6611R225 for $193.32 that has a tread depth of 18/32. The contract is for 5 years expiring on 2/11/21.

Expenditures for previous years:
FY 14/15 $43,401.82
FY 13/14 $47,027.89
This year's expenditures will be an estimated $50,000.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The purpose of this contract is to secure a source of supply for the purchase of 11R22.5 Recap/Retread Tires. These supplies will be ordered on an "AS NEEDED BASIS" and stocked within the City's Warehouse

FISCAL IMPACT: Budgeted

Account Number	Estimated Annual Expenditure
Warehouse Stock	
502-0000-141-0100	$50,000

ALTERNATIVES:
Obtain quotes on an "as needed" basis which would not be cost effective.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Pride

START DATE: 2/11/2016

END DATE: 2/11/2021

CONTRACT VALUE:

MINORITY OWNED CONTRACTOR?: No

EXTENSION AVAILABLE?: Yes

EXTENSION EXPLANATION:

The contract has an option to renew for a period not to exceed five years.

ATTACHMENTS:

	Type	Description
🗋	Addendum	Recap Award Letter
🗋	Attachment	PRIDE Agreement Term
🗋	Addendum	State of Florida Recap Contract
🗋	Addendum	State of Florida Recap Pricing

REVIEWERS:

Department	Reviewer	Action	Date
Finance	Howard, Tim	Approved	3/28/2016 - 8:49 AM
Finance	Howard, Tim	Approved	3/28/2016 - 8:49 AM
Legal	Swanson, Lynn	Approved	3/28/2016 - 2:49 PM
City Manager	LaVerriere, Lori	Approved	3/31/2016 - 9:47 AM

The City of Boynton Beach

Finance Department
WAREHOUSE DIVISION

TO: Tim Howard, Director of Financial Services

FROM: Michael Dauta, Warehouse Manager

DATE: March 9, 2016

SUBJECT: State PRIDE Recap Tire Contract # 94131608-16-P

It is my recommendation to piggy back the State's Contract # 94131608-16-P for Recap Tires with PRIDE ENTERPRISES. The contract expires 2/11-2021. We will be purchasing the 11R22.5 recap tire # 6611R225-D_00177 for $179.14 that has a tread depth of 24/32.

Last year's expenditure were $43,401.82. The previous year's expenditures were $47,027.89. This year's expenditures will be an estimated $50,000.

PRIDE

Price Sheets - Master Price Sheet

Contractors

How to Use this Memorandum of Agreement

Frequently Asked Questions

Complete Agreement - Complete Memorandum of Agreement - PDF

Return to State Contracts and Agreements

PRIDE
94131608-16-P

Effective Period	02/11/2016 through 02/11/2021
Contract Type	PRIDE
Contract Information	Master Price Sheet (476.01 KB) Contractors How to Use this Memorandum of Agreement Frequently Asked Questions
Contract Documents	Complete Memorandum of Agreement - PDF (254.18 KB)
Contract Administration	Jillian Green 850-414-6131 Jillian.Green@dms.myflorida.com
Commodity Codes	UNSPSC-53100000, UNSPSC-47000000, UNSPSC-47120000, UNSPSC-24121500, UNSPSC-81112000, UNSPSC-30102800, UNSPSC-30103600, UNSPSC-30102900, UNSPSC-56101600, UNSPSC-56101530, UNSPSC-52121500, UNSPSC-56101700, UNSPSC-44110000, UNSPSC-56121000, UNSPSC-25172500, UNSPSC-31211500

Description

The Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) Memorandum of Agreement includes:

Apparel

Twill, unisex, V-neck pullover jail shirts, mock fly, elastic waistband jail pants, men, and women underwear, 50/50 poly/cotton medium weight T-shirts, cotton socks, and firefighting shirts/pants.

Cleaning Chemicals & Supplies

A variety of home, office, and industrial cleaning products, and supplies, including dish and laundry detergents, soaps, deliming solutions, sanitizers, vehicle cleaners, degreasers, shampoo, and polishes.

Corrugated Boxes

A variety of corrugated cardboard file, and storage boxes.

Digital Imaging Services

The conversion of paper and film media to a digital format suitable for import to an existing, or planned electronic document management (EDM) system.

Fencing

A variety of wood fencing materials.

Furniture, Park Recreational

Trash receptacles, benches, picnic tables, ground mounted grills, other park furnishings, and accessories.

Mattress, Polyester Fiberfill & Synthetic Foam

Conventional mattresses with polyester fiberfill material for use in open-type housing and medium/minimum custody areas where the likelihood of intentionally set fires are minimal. White muslin bleached flat sheets, and pillowcases.

Office Furniture

Office furniture, including desks, hutches, bookcases, chairs, modular furniture, and lounge seating.

Office Products (Formerly Signage)

Customizable engraved ADA compliant office signage. Envelopes available in different sizes, and configurations.

Shelving, Metal, Open & Closed

Opened and closed metal shelving units in a variety of dimensions, and colors.

Tire Recapping

A variety of truck and trailer tire recaps. The recaps are available for trailer wheel regional application, line haul application, and spread axle. Recaps are available for truck wheel regional application, line haul application, and on/off road tread for all wheel positions, regional or refuse service applications.

Traffic Paint, Water Emulsion-Based

Fast-dry water based traffic paints that are single-packaged, and ready mixed.

Benefits

Commodities:

- Wide product selection with thousands of items on Memorandum of Agreement
- Statewide coverage
- P-card accepted
- Competitive bid exempt

Document reader download link

MS Excel Viewer Adobe PDF Reader

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MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF MANAGEMENT SERVICES, DIVISION OF STATE PURCHASING AND PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC.

This Agreement, effective the date of the last signature below, is between the Florida Department of Management Services, Division of State Purchasing (hereinafter referred to as the "Department") and Prison Rehabilitative Industries and Diversified Enterprises, Inc. d/b/a PRIDE Enterprises, the nonprofit corporation authorized to operate correctional work programs pursuant to 946.504, Florida Statutes (hereinafter referred to as PRIDE).

It is agreed:

1. This Agreement shall become effective on the date of signing by the last party.

2. Florida law shall govern the validity, interpretation, and enforcement of this Agreement.

3. It is expressly understood and agreed that the purpose of this Agreement is to clarify the respective duties of the parties in implementing the provisions of Sections 287.042(1)(d), (e), and (f), and Section 946.515(2), Florida Statutes

4. A Purchasing Analyst shall be designated as liaison and agreement manager for the Division of State Purchasing, Department of Management Services. The President of PRIDE is designated as the liaison and agreement manager for PRIDE. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representatives shall be provided in writing to the other party, which notice is not an amendment to this Agreement.

5. Amendments to this Agreement shall be valid only when they have been reduced to writing and signed by all parties. The parties agree to amend this if it becomes necessary pursuant to the passage of new or revisions of any applicable laws.

6. The scope of work is as follows:

   A. The Department agrees to:

      i) Upon PRIDE request, review and determine whether a product or service price is comparable pursuant to 287.042(1)(f), Florida Statutes. The Department liaison shall give written notice to PRIDE, within 30 days of

receipt of a completed application, as to whether the products and services prices were approved or disapproved. A request is complete upon receipt of all information requested by the Department. The Department shall review price adjustments in the same manner as it conducts the initial review of prices for comparability.

ii) Issue commodity numbers for approved products/services.

iii) List all approved products/services with commodity numbers on any listing prepared for state term contracts executed by the Department.

B. PRIDE Agrees to:

i) In accordance with subsection 287.042(1)(e), Florida Statutes submit to the Department all products and services it intends to have the Department list.

ii) If needed, submit a product or service for testing, analysis and review, relating to quality and price comparability, to the Department of Agriculture and Consumer Services or another mutually agreeable third party, PRIDE will pay any fees associated with testing to the third party.

iii) Shall pay a quarterly sum of $10,000.00 for Department services in support of the Agreement.

iv) Not change prices or specifications of products or services addressed in this Agreement except as specified in this Agreement.

C. The Department and PRIDE agree to:

i) Participate in interagency focus groups when practicable.

ii) Work together to make program improvements.

iii) Monitor products and services on the procurement list that are duplicated on other lists or contracts and recommend action in accordance with the best interests of the State.

iv) Coordinate resolution to complaints and comments in relation to this agreement.

v) Assist with educating State buyers on PRIDE's mission and benefit to the community.

vi) Leverage the catalog development, sourcing and buying functionality in MyFloridaMarketPlace (MFMP) on behalf of PRIDE.

7. In the event of a dispute between a purchasing authority of a state agency and PRIDE based upon price or quality of items available from PRIDE pursuant to Section 946.515(2), and Section 287.042(1)(f), Florida Statutes, either party may request a

hearing with the Department. If the dispute is not resolved through hearing with the Department, the parties may request an administrative hearing pursuant to Section 120.569, and 120.57, Florida Statutes, which request shall be referred to the Division of Administrative Hearings for resolution of the dispute. No party is entitled to any appeal pursuant to Section 120.68, Florida Statutes.

8. To facilitate the timely processing of commodity pricing approvals, PRIDE will furnish the following data to the Department liaison:

A. New Products:

i) Commodity code requested

ii) Product description/specifications

iii) Proposed price (piece/volume)

iv) Freight-inclusive/exclusive

v) Price comparisons with citations

vi) Third party testing results, if applicable

B. Price Adjustments for products with existing commodity codes:

i) Commodity code

ii) Current pricing (piece/volume)

iii) Requested increase/new price

iv) Price Comparisons with citations

C. Specification changes:

i) Commodity code

ii) Current product description/specifications

iii) New specification sought

iv) Specification Comparisons with citations

9. PRIDE agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the term of the Agreement.

Page 505 of 2230

10. PRIDE certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473. PRIDE agrees the Department may immediately terminate the Agreement for cause if PRIDE is found to have submitted a false certification or if PRIDE is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Agreement.

11. The State of Florida supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. PRIDE shall sign and submit the "Certification of Drug-Free Workplace Program" form, attached hereto and certify that PRIDE has a drug-free workplace program.

12. The State of Florida and PRIDE are committed to supporting its diverse business industry and population through encouraging participation by minority, women, and veteran small business enterprises in the economic life of the State.

13. Subject to the provisions of s. 946.517, Florida Statutes, this Agreement is subject to the provisions of Chapter 119, Florida Statutes, including but not limited to 119.0701, Florida Statutes.

14. If PRIDE considers any portion of the documents, data or records submitted in furtherance of this Agreement to be confidential, proprietary, trade secret or otherwise not subject to disclosure, pursuant to Chapter 119, Florida Statutes, the Florida Constitution, Section 946.517, Florida Statutes, or other authority, PRIDE is to mark the record as "Confidential."

    In the event of a request for public records, pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, for documents that are marked as confidential, the Department will notify PRIDE that such a request has been made. It is PRIDE's responsibility to assert that the documents are exempt from disclosure under Chapter 119, Florida Statutes, s. 946.517, Florida Statutes or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of PRIDE in a legal proceeding, the Department shall give PRIDE prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). PRIDE shall be responsible for defending its determination that the documents are confidential, proprietary, trade secret, or otherwise not subject to disclosure. PRIDE agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to PRIDE's determination that its records are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

15. PRIDE shall retain sufficient documentation to substantiate claims for payment under the Agreement and all other records, electronic files, papers, and documents that were made in relation to this Agreement for a period of five (5) years after expiration or termination of the Agreement.

16. Term of Agreement shall be for five (5) years from the effective date with an optional renewal period not to exceed five (5) years. The Agreement is subject to the grant of budget authority by the Florida Legislature and shall renew only upon a Fiscal Year grant of budget authority by the legislature.

17. This Agreement contains all the terms and conditions agreed upon by the parties. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operates or would prospectively operate to invalidate this Agreement, then, and in any of those events, only such provision or provisions shall be deemed null and void and shall not affect any other provision of this Agreement. The remaining provisions of this Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

18. A party may terminate its participation in this Agreement upon no less than thirty (30) days written notice to the other party to this Agreement. Such notice shall be sent via certified mail to the party designee as identified in this Agreement.

19. PRIDE agrees that any and all claims, suits, judgments or damages, where due to the negligence or intentional misconduct of PRIDE or its agents or employees, shall be the sole responsibility of PRIDE. However, nothing in this paragraph is intended as a waiver of sovereign immunity, or the limits or Section 786.28, Florida Statutes, and nothing in this paragraph is intended to confer any rights or benefits to any party other than the Department.

20. Pursuant to subsection 20.055(5), F.S., PRIDE, and any subcontractor to PRIDE, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, in a manner consistent with section 946.517, F.S.

21. Pride shall submit a Quarterly Sales Report in Excel format within 30 days of the end of the State's fiscal quarter (September 30, December 31, March 31, and June 30) in the format that will be provided by the Department electronically upon execution of this Agreement.

22. PRIDE hereby agrees to cooperate with the Department and MyFloridaMarketPlace (MFMP) to the following:

    Upon the Department's' request, to deliver a punch-out catalog. The punch-out catalog content must be limited to PRIDE's approved statewide contract offerings. In addition to PRIDE's punch-out catalog in MFMP, PRIDE shall provide a specific online ordering portal and product catalog (Catalog) to the Department containing only approved items and prices. For each item, the following information shall be provided at a minimum: item description, manufacturer name, manufacturer part number, unit of measure, list price and contract price, and item image.

    PRIDE agrees to meet the following Catalog accuracy requirements: The Catalog must contain current pricing, products and services offered; include a contract identification number; and include detailed product line item descriptions, including pictures when

possible.

PRIDE shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP.

For the purposes of this section, PRIDE warrants and represents that it is authorized and empowered to and hereby grants the Department and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, PRIDE warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system PRIDE's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by PRIDE under the agreement.

23. IN WITNESS THEREOF, the Parties hereto have caused the Agreement, including any referenced attachments, to be executed by their undersigned officials and each person is duly authorized to bind the respective Party to the Agreement. The Agreement is not valid until signed and dated by both Parties.

SO AGREED:

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

By: _____
Erin Rock,
Deputy Secretary, Business Operations

Date: 2-11-16

PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC.

By: _____
Jack Edgemon,
President

Date: 2-11-16

Supplier Part ID	Manufacturer Part ID	Item Description	UNSPSC Code	Unit Price	Unit of Measure
66DriveLugMedium_00428831	6611R225	Recap, 11R22.5, Truck Tire, Drive Lug Medium Tread, 18/32" Tread Depth, Recommended for Drive Wheel Positions, Regional or Line Haul Application, Vedor Supplied Casing	25172500	193.32	EA
66RibOnOffRoad_00428832	6631580R225	Recap, 315/80R22.5, Truck Tire, Rib On/Off Road Tread, 26/32" Tread Depth, Recommended for All Wheel Positions, Regional or Refuse Service Application, Vedor Supplied Casing	25172500	262.17	EA
66SpreadAxle_00428834	6612R225	Recap, 12R22.5, Truck Tire, Spread Axle Tread, 18/32" Tread Depth, Recommended for All Wheel Positions, Spread Axle Application, Vedor Supplied Casing	25172500	212.13	EA
66Titan_00428835	6611R225	Recap, 11R22.5, Truck Tire, Titan Tread, 15/32" Tread Depth, Recommended for Trailer Wheel Positions, Regional Application, Vedor Supplied Casing	25172500	192.56	EA
66Titan_00428836	6611R245	Recap, 11R24.5, Truck Tire, Titan Tread, 15/32" Tread Depth, Recommended for Trailer Wheel Positions, Regional Application, Vedor Supplied Casing	25172500	197.13	EA
66TrailerAxle_00428837	6611R225	Recap, 11R22.5, Truck Tire, Trailer Axle Tread, 12/32" Tread Depth, Recommended for Trailer Wheel Positions, Line Haul Application, Vedor Supplied Casing	25172500	181.90	EA
66TrailerAxle_00428838	6611R245	Recap, 11R24.5, Truck Tire, Trailer Axle Tread, 12/32" Tread Depth, Recommended for Trailer Wheel Positions, Line Haul Application, Vedor Supplied Casing	25172500	185.93	EA

Lead Time	Manufacturer Name	Supplier URL	Manufacturer URL	Market Price	DIS	CID	RCY	GREEN ITEM	GREEN CERTIFICATION STAND	PercentageDiscount	Product URL
	PRIDE Enterprises	http://www.prideestore.com	http://www.pride-enterprises.org	0.00	N	94131608-	N	N		0.00	http://www.pride-enterprises.org/product.aspx?zpid=918
	PRIDE Enterprises	http://www.prideestore.com	http://www.pride-enterprises.org	0.00	N	94131608-	N	N		0.00	http://www.pride-enterprises.org/product.aspx?zpid=919
	PRIDE Enterprises	http://www.prideestore.com	http://www.pride-enterprises.org	0.00	N	94131608-	N	N		0.00	http://www.pride-enterprises.org/product.aspx?zpid=927
	PRIDE Enterprises	http://www.prideestore.com	http://www.pride-enterprises.org	0.00	N	94131608-	N	N		0.00	http://www.pride-enterprises.org/product.aspx?zpid=920
	PRIDE Enterprises	http://www.prideestore.com	http://www.pride-enterprises.org	0.00	N	94131608-	N	N		0.00	http://www.pride-enterprises.org/product.aspx?zpid=920
	PRIDE Enterprises	http://www.prideestore.com	http://www.pride-enterprises.org	0.00	N	94131608-	N	N		0.00	http://www.pride-enterprises.org/product.aspx?zpid=921
	PRIDE Enterprises	http://www.prideestore.com	http://www.pride-enterprises.org	0.00	N	94131608-	N	N		0.00	http://www.pride-enterprises.org/product.aspx?zpid=921

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 4/5/2016

REQUESTED ACTION BY COMMISSION: Approve the minutes from the Regular City Commission meeting held on March 16, 2016.

EXPLANATION OF REQUEST: The City Commission met on March 15, 2016 and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? A record of the actions taken by the City Commission will be maintained as a permanent record.

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: N/A

STRATEGIC PLAN: High Performing City Organization

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Minutes	Minutes 3-16-16

REVIEWERS:

Department	Reviewer	Action	Date
City Clerk	Pyle, Judith	Approved	3/25/2016 - 4:43 PM

Supplier Part ID	Manufacturer Part ID	Item Description	UNSPSC Code	Unit Price	Unit of Measure
66DriveLugMedium_00428831	6611R225	Recap, 11R22.5, Truck Tire, Drive Lug Medium Tread, 18/32" Tread Depth, Recommended for Drive Wheel Positions, Regional or Line Haul Application, Vedor Supplied Casing	25172500	193.32	EA
66RibOnOffRoad_00428832	6631580R225	Recap, 315/80R22.5, Truck Tire, Rib On/Off Road Tread, 26/32" Tread Depth, Recommended for All Wheel Positions, Regional or Refuse Service Application, Vedor Supplied Casing	25172500	262.17	EA
66SpreadAxle_00428834	6612R225	Recap, 12R22.5, Truck Tire, Spread Axle Tread, 18/32" Tread Depth, Recommended for All Wheel Positions, Spread Axle Application, Vedor Supplied Casing	25172500	212.13	EA
66Titan_00428835	6611R225	Recap, 11R22.5, Truck Tire, Titan Tread, 15/32" Tread Depth, Recommended for Trailer Wheel Positions, Regional Application, Vedor Supplied Casing	25172500	192.56	EA
66Titan_00428836	6611R245	Recap, 11R24.5, Truck Tire, Titan Tread, 15/32" Tread Depth, Recommended for Trailer Wheel Positions, Regional Application, Vedor Supplied Casing	25172500	197.13	EA
66TrailerAxle_00428837	6611R225	Recap, 11R22.5, Truck Tire, Trailer Axle Tread, 12/32" Tread Depth, Recommended for Trailer Wheel Positions, Line Haul Application, Vedor Supplied Casing	25172500	181.90	EA
66TrailerAxle_00428838	6611R245	Recap, 11R24.5, Truck Tire, Trailer Axle Tread, 12/32" Tread Depth, Recommended for Trailer Wheel Positions, Line Haul Application, Vedor Supplied Casing	25172500	185.93	EA

Lead Time	Manufacturer Name	Supplier URL	Manufacturer URL	Market Price	DIS	CID	RCY	GREEN ITEM	GREEN CERTIFICATION STAND	PercentageDiscount	Product URL
	PRIDE Enterprises	http://www.prideestore.com	http://www.pride-enterprises.org	0.00	N	94131608-	N	N		0.00	http://www.pride-enterprises.org/product.aspx?zpid=918
	PRIDE Enterprises	http://www.prideestore.com	http://www.pride-enterprises.org	0.00	N	94131608-	N	N		0.00	http://www.pride-enterprises.org/product.aspx?zpid=919
	PRIDE Enterprises	http://www.prideestore.com	http://www.pride-enterprises.org	0.00	N	94131608-	N	N		0.00	http://www.pride-enterprises.org/product.aspx?zpid=927
	PRIDE Enterprises	http://www.prideestore.com	http://www.pride-enterprises.org	0.00	N	94131608-	N	N		0.00	http://www.pride-enterprises.org/product.aspx?zpid=920
	PRIDE Enterprises	http://www.prideestore.com	http://www.pride-enterprises.org	0.00	N	94131608-	N	N		0.00	http://www.pride-enterprises.org/product.aspx?zpid=920
	PRIDE Enterprises	http://www.prideestore.com	http://www.pride-enterprises.org	0.00	N	94131608-	N	N		0.00	http://www.pride-enterprises.org/product.aspx?zpid=921
	PRIDE Enterprises	http://www.prideestore.com	http://www.pride-enterprises.org	0.00	N	94131608-	N	N		0.00	http://www.pride-enterprises.org/product.aspx?zpid=921

MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF MANAGEMENT SERVICES, DIVISION OF STATE PURCHASING AND PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC.

This Agreement, effective the date of the last signature below, is between the Florida Department of Management Services, Division of State Purchasing (hereinafter referred to as the "Department") and Prison Rehabilitative Industries and Diversified Enterprises, Inc. d/b/a PRIDE Enterprises, the nonprofit corporation authorized to operate correctional work programs pursuant to 946.504, Florida Statutes (hereinafter referred to as PRIDE).

It is agreed:

1. This Agreement shall become effective on the date of signing by the last party.

2. Florida law shall govern the validity, interpretation, and enforcement of this Agreement.

3. It is expressly understood and agreed that the purpose of this Agreement is to clarify the respective duties of the parties in implementing the provisions of Sections 287.042(1)(d), (e), and (f), and Section 946.515(2), Florida Statutes

4. A Purchasing Analyst shall be designated as liaison and agreement manager for the Division of State Purchasing, Department of Management Services. The President of PRIDE is designated as the liaison and agreement manager for PRIDE. In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representatives shall be provided in writing to the other party, which notice is not an amendment to this Agreement.

5. Amendments to this Agreement shall be valid only when they have been reduced to writing and signed by all parties. The parties agree to amend this if it becomes necessary pursuant to the passage of new or revisions of any applicable laws.

6. The scope of work is as follows:

   A. The Department agrees to:

      i) Upon PRIDE request, review and determine whether a product or service price is comparable pursuant to 287.042(1)(f), Florida Statutes. The Department liaison shall give written notice to PRIDE, within 30 days of

receipt of a completed application, as to whether the products and services prices were approved or disapproved. A request is complete upon receipt of all information requested by the Department. The Department shall review price adjustments in the same manner as it conducts the initial review of prices for comparability.

ii) Issue commodity numbers for approved products/services.

iii) List all approved products/services with commodity numbers on any listing prepared for state term contracts executed by the Department.

B. PRIDE Agrees to:

i) In accordance with subsection 287.042(1)(e), Florida Statutes submit to the Department all products and services it intends to have the Department list.

ii) If needed, submit a product or service for testing, analysis and review, relating to quality and price comparability, to the Department of Agriculture and Consumer Services or another mutually agreeable third party, PRIDE will pay any fees associated with testing to the third party.

iii) Shall pay a quarterly sum of $10,000.00 for Department services in support of the Agreement.

iv) Not change prices or specifications of products or services addressed in this Agreement except as specified in this Agreement.

C. The Department and PRIDE agree to:

i) Participate in interagency focus groups when practicable.

ii) Work together to make program improvements.

iii) Monitor products and services on the procurement list that are duplicated on other lists or contracts and recommend action in accordance with the best interests of the State.

iv) Coordinate resolution to complaints and comments in relation to this agreement.

v) Assist with educating State buyers on PRIDE's mission and benefit to the community.

vi) Leverage the catalog development, sourcing and buying functionality in MyFloridaMarketPlace (MFMP) on behalf of PRIDE.

7. In the event of a dispute between a purchasing authority of a state agency and PRIDE based upon price or quality of items available from PRIDE pursuant to Section 946.515(2), and Section 287.042(1)(f), Florida Statutes, either party may request a

hearing with the Department. If the dispute is not resolved through hearing with the Department, the parties may request an administrative hearing pursuant to Section 120.569, and 120.57, Florida Statutes, which request shall be referred to the Division of Administrative Hearings for resolution of the dispute. No party is entitled to any appeal pursuant to Section 120.68, Florida Statutes.

8. To facilitate the timely processing of commodity pricing approvals, PRIDE will furnish the following data to the Department liaison:

A. New Products:

i) Commodity code requested

ii) Product description/specifications

iii) Proposed price (piece/volume)

iv) Freight-inclusive/exclusive

v) Price comparisons with citations

vi) Third party testing results, if applicable

B. Price Adjustments for products with existing commodity codes:

i) Commodity code

ii) Current pricing (piece/volume)

iii) Requested increase/new price

iv) Price Comparisons with citations

C. Specification changes:

i) Commodity code

ii) Current product description/specifications

iii) New specification sought

iv) Specification Comparisons with citations

9. PRIDE agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all new employees hired during the term of the Agreement.

10. PRIDE certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473. PRIDE agrees the Department may immediately terminate the Agreement for cause if PRIDE is found to have submitted a false certification or if PRIDE is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the Agreement.

11. The State of Florida supports and encourages initiatives to keep the workplace of Florida's suppliers and contractors drug free. PRIDE shall sign and submit the "Certification of Drug-Free Workplace Program" form, attached hereto and certify that PRIDE has a drug-free workplace program.

12. The State of Florida and PRIDE are committed to supporting its diverse business industry and population through encouraging participation by minority, women, and veteran small business enterprises in the economic life of the State.

13. Subject to the provisions of s. 946.517, Florida Statutes, this Agreement is subject to the provisions of Chapter 119, Florida Statutes, including but not limited to 119.0701, Florida Statutes.

14. If PRIDE considers any portion of the documents, data or records submitted in furtherance of this Agreement to be confidential, proprietary, trade secret or otherwise not subject to disclosure, pursuant to Chapter 119, Florida Statutes, the Florida Constitution, Section 946.517, Florida Statutes, or other authority, PRIDE is to mark the record as "Confidential."

    In the event of a request for public records, pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, for documents that are marked as confidential, the Department will notify PRIDE that such a request has been made. It is PRIDE's responsibility to assert that the documents are exempt from disclosure under Chapter 119, Florida Statutes, s. 946.517, Florida Statutes or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of PRIDE in a legal proceeding, the Department shall give PRIDE prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). PRIDE shall be responsible for defending its determination that the documents are confidential, proprietary, trade secret, or otherwise not subject to disclosure. PRIDE agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to PRIDE's determination that its records are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

15. PRIDE shall retain sufficient documentation to substantiate claims for payment under the Agreement and all other records, electronic files, papers, and documents that were made in relation to this Agreement for a period of five (5) years after expiration or termination of the Agreement.

16. Term of Agreement shall be for five (5) years from the effective date with an optional renewal period not to exceed five (5) years. The Agreement is subject to the grant of budget authority by the Florida Legislature and shall renew only upon a Fiscal Year grant of budget authority by the legislature.

17. This Agreement contains all the terms and conditions agreed upon by the parties. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Agreement operates or would prospectively operate to invalidate this Agreement, then, and in any of those events, only such provision or provisions shall be deemed null and void and shall not affect any other provision of this Agreement. The remaining provisions of this Agreement shall remain operative and in full force and effect and shall in no way be affected, prejudiced, or disturbed thereby.

18. A party may terminate its participation in this Agreement upon no less than thirty (30) days written notice to the other party to this Agreement. Such notice shall be sent via certified mail to the party designee as identified in this Agreement.

19. PRIDE agrees that any and all claims, suits, judgments or damages, where due to the negligence or intentional misconduct of PRIDE or its agents or employees, shall be the sole responsibility of PRIDE. However, nothing in this paragraph is intended as a waiver of sovereign immunity, or the limits or Section 786.28, Florida Statutes, and nothing in this paragraph is intended to confer any rights or benefits to any party other than the Department.

20. Pursuant to subsection 20.055(5), F.S., PRIDE, and any subcontractor to PRIDE, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing, in a manner consistent with section 946.517, F.S.

21. Pride shall submit a Quarterly Sales Report in Excel format within 30 days of the end of the State's fiscal quarter (September 30, December 31, March 31, and June 30) in the format that will be provided by the Department electronically upon execution of this Agreement.

22. PRIDE hereby agrees to cooperate with the Department and MyFloridaMarketPlace (MFMP) to the following:

    Upon the Department's' request, to deliver a punch-out catalog. The punch-out catalog content must be limited to PRIDE's approved statewide contract offerings. In addition to PRIDE's punch-out catalog in MFMP, PRIDE shall provide a specific online ordering portal and product catalog (Catalog) to the Department containing only approved items and prices. For each item, the following information shall be provided at a minimum: item description, manufacturer name, manufacturer part number, unit of measure, list price and contract price, and item image.

    PRIDE agrees to meet the following Catalog accuracy requirements: The Catalog must contain current pricing, products and services offered; include a contract identification number; and include detailed product line item descriptions, including pictures when

possible.

PRIDE shall supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MFMP.

For the purposes of this section, PRIDE warrants and represents that it is authorized and empowered to and hereby grants the Department and the third party provider of MFMP, a state contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, PRIDE warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system PRIDE's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by PRIDE under the agreement.

23. IN WITNESS THEREOF, the Parties hereto have caused the Agreement, including any referenced attachments, to be executed by their undersigned officials and each person is duly authorized to bind the respective Party to the Agreement. The Agreement is not valid until signed and dated by both Parties.

SO AGREED:

STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

By: _____
Erin Rock,
Deputy Secretary, Business Operations

Date: 2-11-16

PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC.

By: _____
Jack Edgemon,
President

Date: 2-11-16

<< Return

PRIDE

94131608-16-P

Effective Period	02/11/2016 through 02/11/2021
Contract Type	PRIDE
Contract Information	Master Price Sheet (476.01 KB) Contractors How to Use this Memorandum of Agreement Frequently Asked Questions
Contract Documents	Complete Memorandum of Agreement - PDF (254.18 KB)
Contract Administration	Jillian Green 850-414-6131 Jillian.Green@dms.myflorida.com
Commodity Codes	UNSPSC-53100000, UNSPSC-47000000, UNSPSC-47120000, UNSPSC-24121500, UNSPSC-81112000, UNSPSC-30102800, UNSPSC-30103600, UNSPSC-30102900, UNSPSC-56101600, UNSPSC-56101530, UNSPSC-52121500, UNSPSC-56101700, UNSPSC-44110000, UNSPSC-56121000, UNSPSC-25172500, UNSPSC-31211500

Description

The Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) Memorandum of Agreement includes:

Apparel

Twill, unisex, V-neck pullover jail shirts, mock fly, elastic waistband jail pants, men, and women underwear, 50/50 poly/cotton medium weight T-shirts, cotton socks, and firefighting shirts/pants.

Cleaning Chemicals & Supplies

A variety of home, office, and industrial cleaning products, and supplies, including dish and laundry detergents, soaps, deliming solutions, sanitizers, vehicle cleaners, degreasers, shampoo, and polishes.

Corrugated Boxes

A variety of corrugated cardboard file, and storage boxes.

Digital Imaging Services

The conversion of paper and film media to a digital format suitable for import to an existing, or planned electronic document management (EDM) system.

Fencing

A variety of wood fencing materials.

Furniture, Park Recreational

Trash receptacles, benches, picnic tables, ground mounted grills, other park furnishings, and accessories.

Mattress, Polyester Fiberfill & Synthetic Foam

Conventional mattresses with polyester fiberfill material for use in open-type housing and medium/minimum custody areas where the likelihood of intentionally set fires are minimal. White muslin bleached flat sheets, and pillowcases.

Office Furniture

Office furniture, including desks, hutches, bookcases, chairs, modular furniture, and lounge seating.

Office Products (Formerly Signage)

Customizable engraved ADA compliant office signage. Envelopes available in different sizes, and configurations.

Shelving, Metal, Open & Closed

Opened and closed metal shelving units in a variety of dimensions, and colors.

Tire Recapping

A variety of truck and trailer tire recaps. The recaps are available for trailer wheel regional application, line haul application, and spread axle. Recaps are available for truck wheel regional application, line haul application, and on/off road tread for all wheel positions, regional or refuse service applications.

Traffic Paint, Water Emulsion-Based

Fast-dry water based traffic paints that are single-packaged, and ready mixed.

Benefits

Commodities:

- Wide product selection with thousands of items on Memorandum of Agreement
- Statewide coverage
- P-card accepted
- Competitive bid exempt

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Approve Task Order UT-2C-04 with CDM Smith in the sum of $49,680 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category C executed on August 22, 2018 for the Evaluation and update of the utility's 10-year water supply plan.

EXPLANATION OF REQUEST:
The Governing Board of the South Florida Water Management District (SFWMD) approved the 2018 Lower East Coast Water Supply Plan (LECWSP) Update on January 14, 2019. Under Florida law (Section 163.3177(6)(c), Florida Statutes), the CITY must adopt a 10-year Water Supply Facilities Plan (update for 2019-2028) and related amendments, if any, into its comprehensive plan within 18 months of the SFWMD approval of the update, i.e. by July 14, 2020.

The consultant will identify and document the utility's existing water supply facilities for which the CITY is responsible, including the locations of wells, facilities used to withdraw water from its source, transmission facilities, treatment facilities, storage facilities, the major transmission mains (12-inch diameter and larger) and the locations and sizes of interconnections with other utilities,

The Consultant will utilize population projections to estimate future demands and identify any areas of capital expansion required to meet the projected demands over the planning period.

The Consultant will document the finding of the evaluation in a 10-year Water Supply Facilities Work Plan for review by the city. The final report will be submitted to the SFWMD to meet the city's regulatory requirements.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? Development and submission of this 10-year water supply Facilities Work Plan to the SFWMD will allow the utility to meet its regulatory requirement.

FISCAL IMPACT: Budgeted Funds are available in a/c 403-5000-533-31.90 WTR 134

ALTERNATIVES: There is no alternative as we are required by law to prepare this report

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Task Order Fee
Addendum	Task Order description
Contract	Executed Contract

City of Boynton Beach
10 Year Water Supply Facilities Work Plan Update
Task Order No. UT-2C-XX
Compensation Fee Breakdown

Task No.	Task Description	Principal/ Associate	Project Manager	Senior Engineer	Engineer	GIS Specialist	Clerical/ Administrative	Total Hours	CDM Smith Labor Cost	ODCs	OP	Total Fee
1.0	**10-Year Water Supply Facilities Work Plan**											
1.1	Identify and Map Existing Water Supply Facilities			16	*24*	8		**48**	$ 8,800			$ 8,800
1.2	Population and Water Demand Projections	*4*		16	*8*			**28**	$ 5,880			$ 5,880
1.3	Identify Capital Improvements Projects			*12*	*8*	*4*		**24**	$ 4,640			$ 4,640
1.4	10-Year Water Supply Facilities Plan	*8*		*56*	*32*	*8*	*6*	**110**	$ 21,760	$ 500		$ 22,260
2.0	**Project Management, Meetings and Quality Control**											
2.1	Meetings	*2*		*8*	*8*			**18**	$ 3,580			$ 3,580
2.2	Project Management and Quality Control			*12*			*14*	**26**	$ 4,320	$ 200		$ 4,520
	Labor Subtotal Hours	**14**	**0**	**120**	**80**	**20**	**20**	**254**	$ 48,980	$ 700	$ -	$ 49,680
	Labor Hourly Billing Rate	***$270.00***	***$250.00***	***$220.00***	***$160.00***	***$180.00***	***$120.00***					
	Project Total	**$3,780.00**	**$0.00**	**$26,400.00**	**$12,800.00**	**$3,600.00**	**$2,400.00**					

10-YEAR WATER SUPPLY FACILITIES WORK PLAN UPDATE

CONTRACT NO.: 046-2821-17/TP – GENERAL CONSULTING SERVICES

SCOPE CATEGORY "C"

Task Order No. UT-2C-XX

This Task Order, when executed, shall be incorporated in and become part of the Agreement for Professional Services (Contract #046-2821-17/TP) between the City of Boynton Beach (CITY), and CDM Smith Inc. (CONSULTANT), dated XXXXX, hereafter referred to as the Agreement.

PROJECT BACKGROUND

The Governing Board of the South Florida Water Management District (SFWMD) approved the 2018 Lower East Coast Water Supply Plan (LECWSP) Update on January 14, 2019. Under Florida law (Section 163.3177(6)(c), Florida Statutes), the CITY must adopt a 10-year Water Supply Facilities Plan (update for 2019-2029) and related amendments, if any, into its comprehensive plan within 18 months of the SFWMD approval of the update, i.e. by July 14, 2020.

The areas to be considered in this project shall include area of the CITY's potable water service within the approximate 16.1 square miles of the City of Boynton Beach as well as portions of unincorporated Palm Beach County, Town of Briny Breezes, Town of Ocean Ridge, Town of Gulfstream, and parts of the Village of Hypoluxo. The potable water service area extends approximately from Hypoluxo Road south to the City of Delray Beach, from the Atlantic Ocean west to the E-3 Canal west of Military Trail.

SCOPE OF WORK

The following is a description of the services to be provided under this Task Order:

TASK 1 - PREPARE 10-YEAR WATER SUPPLY FACILITIES WORK PLAN

Subtask 1.1 - Identify and Map Existing Water Supply Facilities

CONSULTANT will identify and document the existing water supply facilities for which the CITY is responsible, including the locations of wells (or intake point from a surface water source), facilities used to withdraw water from its source, transmission facilities, treatment facilities, storage facilities, and the major transmission mains (12-inch diameter and larger) and the locations and sizes of interconnections with other utilities. Source restrictions will also be identified.

The necessary information will be compiled primarily from the previous Water Supply Facilities Work Plan Update (GAI Consultants, Inc, January 2015) and the most recent water master plan. In addition, the CITY will provide the CONSULTANT all relevant GIS files along with any requested record drawings and design reports.

Subtask 1.2 - Preparation and Analysis of Population and Water Demand Forecasts

CONSULTANT will review and update available population forecasts for a planning period extending through 2040. Water demand forecasts will be prepared based on population projections for existing and proposed service areas, historic per capita use, and raw water and finished water production for the past five (5) years. These demand projections will be compared with the projections in the 2018 LECWSP update.

Subtask 1.3 - Identify Capital Improvement Projects

CONSULTANT will identify those Capital Improvement Projects (CIP) that are planned to be implemented within the next 10 years to maintain or increase the water supply within the CITY. Data will be gathered from the most recent master planning documents. CITY staff will provide the most recent CIP.

Subtask 1.4 - Prepare 10-Year Water Supply Facilities Work Plan

For the CITY, the CONSULTANT will prepare a water supply facility capacity analysis and compute capacity surpluses and deficiencies for:

a. Existing conditions based on existing demand, including identification of currently utilized water sources.

b. Conditions five years into the future based on projected demand, computing capacity surpluses and deficiencies, including identification of water sources that will be used to satisfy the projected demand.

c. Conditions ten years into the future based on projected demand, computing capacity surpluses and deficiencies, including identification of water sources that will be used to satisfy the projected demand.

The 10-Year Water Supply Facilities Work Plan will consist of the following sections:

1. Executive Summary
2. Introduction
3. Background
4. Water Service Areas
5. Population and Demand Projections
6. Existing Water Supply Facilities
7. Facilities Capacity Analysis
8. Conservation and Reuse
9. Capital Improvement Projects

10. Goals, Objectives and Policies

11. Regional Issues

The CONSULTANT will submit the initial draft 10-Year Water Supply Facilities Work Plan to the CITY for review and will address comments received from the CITY. The CITY will submit the second draft to the SFWMD for review. SFWMD review comments will be addressed in the final document.

TASK 2 - PROJECT MANAGEMENT, MEETINGS AND QUALITY CONTROL

Activities performed under this task consist of those general functions required to maintain the project on schedule and within budget, and of those ensuring that the quality of the work products defined within this scope is consistent with the CONSULTANT's standards and the CITY's requirements. Specific activities included are identified below:

Subtask 2.1 - Meetings

CONSULTANT will prepare for and conduct a kick-off meeting for the project. Following a review of information gathered at the kickoff meeting, a workshop will be held to review the compiled information and fill any data gaps. The CONSULTANT will attend up to two (2) review meetings to discuss comments, as requested by the CITY.

Subtask 2.2 - Project Management and Quality Control

The CONSULTANT's project manager will prepare and submit a monthly written status report and invoice for anticipated project duration. Additionally, the CONSULTANT will provide email updates as requested by the CITY.

The CONSULTANT maintains a quality management system (QMS) for CITY projects performed by the CONSULTANT. Technical reviews of deliverables are budgeted for and will be performed to review various milestone submittals.

DATA OR COORDINATION ASSISTANCE TO BE PROVIDED BY THE CITY

1. Most Recent Master Plan and CIP.

2. GIS layers for raw water withdrawal facilities (wells), raw water transmission system, potable water distribution system and reclaimed water distribution system.

3. Permits and water purchase/sales agreements including interconnection locations and sizes.

4. Historical daily plant flow data (Raw and Finished) and well data.

5. Record drawings and design reports, upon request.

6. Latest copy of the City's Comprehensive Plan.

ASSUMPTIONS

The above described engineering services have been based upon the following assumptions:

1. The format of the 10-Year Water Supply Facilities Work Plan will be generally consistent with the SFWMD template dated 2014.

2. The CITY's latest Master Plan and CIP update in addition to the previous Water Supply Facilities Work Plan Update will be used as the basis for developing the 10-Year Water Supply Facilities Work Plan Update. Any additional documents the CITY would like to use in supplementing these data sources will be identified during the project kickoff meeting and provided to the CONSULTANT.

DELIVERABLES

CONSULTANT will provide the following deliverables to the CITY:

1. Draft 10-Year Water Supply Facilities Work Plan for CITY's review

2. Draft 10-Year Water Supply Facilities Work Plan for submittal to the SFWMD

3. Final 10-Year Water Supply Facilities Work Plan

FEE

For the services performed under this Task Authorization, the CITY agrees to pay the CONSULTANT a lump sum amount of **$49,680**. The fee build-up for the lump sum amount are presented in the attached tables.

Lump Sum invoices will be submitted monthly for the CONSULTANT's work in accordance with the terms of the Agreement. Written monthly status reports will be provided with each monthly invoices.

SCHEDULE

A preliminary schedule for the tasks included in this project is provided below. Services described in the scope will be completed within 120 days of NTP.

cc: Suzanne Mechler

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CDM SMITH, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
☒	Scope Category B	Infrastructure Improvements and Evaluations
☒	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract".

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

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

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

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

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

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

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

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

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

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

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

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements

of general market conditions.

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

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

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

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

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

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

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

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

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

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

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

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

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

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have

control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

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

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

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

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the

Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

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

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

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

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

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

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;

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

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

Although CONSULTANT shall not be responsible for health or safety

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

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- Providing renderings or models for the CITY'S use.
- Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting

proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

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

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

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

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

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

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

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

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

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

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

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

1.5 SEQUENCE OF EVENTS

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

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

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

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

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

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

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

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

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

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

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

2.1 The initial Contract period shall be for an initial two (2) years, commencing at the execution of the contract, and the City reserves the right to unilaterally renew the contract for three (3) additional one (1) year periods under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the two (2) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the CONSULTANT.

2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY'S discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Work under this Contract shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of an executed task order and resultant task order. CONSULTANT shall perform all services and provide all work product required pursuant to this Contract and the specific task order by the Sequence of Events, or unless an extension of time is granted in writing by the CITY.

ARTICLE 4 - PAYMENT

4.1 The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

- The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be verified by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

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

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

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

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

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

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

6.1 This Contract shall remain in full force and effect only as long as the expenditures provided in the Contract have been appropriated by the City Commission of Boynton Beach in the annual budget for each fiscal year of this Contract, and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed

by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

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

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. CONSULTANT shall include the Worker's Compensation and Employer's Liability Insurance requirements in its subcontracts. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance, unless not required by statute. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

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

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of $1,000,000 per claim/aggregate.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS comply with the same insurance requirements referenced above.

10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY'S written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT'S obligation includes, but is not limited to CONSULTANT'S obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

12.1 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion to deduct from the contract

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

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

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

15.1 The CONSULTANT, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 16 - ASSIGNMENT

16.1 The CONSULTANT shall not sublet or assign any of the services covered by this Contract without the express written consent of the CITY.

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

18.1 Termination for Convenience: This Contract may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Contract or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

18.2 Termination for Default: In addition to all other remedies available to the CITY, this Contract shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure. In the event of non-payment of other material breach of this Contract by CITY, the Contract is subject to cancellation by CONSULTANT should such condition continue for a period of thirty (30) days after receipt by CITY of written notice of breach.

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

20.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

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

ARTICLE 22 – ESTIMATES AND PROJECTIONS

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

ARTICLE 23 – THIRD PARTIES

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

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

Copy to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CDM Smith, Inc.
Attn: Suzanne Mechler, P.E.
621 NE 53rd Street
Suite 265
Boca Raton, FL 33487

ARTICLE 25 - INTEGRATED AGREEMENT

25.1 This Contract, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Contract may be amended only by written instrument signed by both CITY and CONSULTANT.

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

26.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this 20th day of August, 2018.

CITY OF BOYNTON BEACH

Lori LaVerne
City Manager

CONSULTANT

Attest/Authenticated:

City Clerk
Title

Judith G Ryle
City Clerk

CDM SMITH INC. 1970 (Corporate Seal) MASSACHUSETTS

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Paul Milligan
Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: CDM SMITH INC.

DATE: March 19, 2018

Personnel Classifications	Hourly Rate
Principal	$270.00
Project Manager	$250.00
Senior Engineer	$220.00
Process Engineer	$220.00
Sr Electrical Egn.	$230.00
Elec. Egn.	$160.00
Process Control/Inst. Egn.	$210.00
Sr. Mechanical Engineer	$230.00
Mechanical Engineer	$160.00
Engineer	$160.00
Designer	$140.00
GIS Specialist	$180.00
CADD/Technician	$140.00
Public Relations Specialist	$150.00
Construction Inspector	$165.00
Sr. Rate analyst	$240.00
Clerical/Administrative	$120.00

Reimbursable Expenses:

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

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

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

Rate numerically 1 to 5 with 5 being the highest score N/A

1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Holder Identifier : AE

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Boston MA Office 53 State Street Suite 2201 Boston MA 02109 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): 800-363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CDM Smith Inc. 75 State Street, Suite 701 Boston MA 02109 USA	INSURER A: National Union Fire Ins Co of Pittsburgh	19445
	INSURER B: New Hampshire Insurance Company	23841
	INSURER C: American Home Assurance Co.	19380
	INSURER D: Illinois National Insurance Co	23817
	INSURER E: Lloyd's Syndicate No. 2623	AA1128623
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570072564350 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GL3629894	01/01/2018	01/01/2019	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY			CA 1921822 AOS	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
A	X ANY AUTO			CA 1921821 MA	01/01/2018	01/01/2019	BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC014649625 AOS	01/01/2018	01/01/2019	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A		WC014649626 AK,AZ,VA	01/01/2018	01/01/2019	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
E	Archit&Eng Prof			PSDEF1800033 Professional/Claims Made	01/01/2018	01/01/2019	Each Claim Aggregate	$1,000,000 $1,000,000

Certificate No : 570072564350

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

City of Boynton Beach is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. XCU Coverage is included under the General Liability policy where required by written contract. Contractual Liability is included under the General Liability policy where required by written contract.

CERTIFICATE HOLDER

City of Boynton Beach
Attn: Charles J. Magazine
Risk Manager
100 E. Boynton Beach Blvd.
PO Box 310
Boynton Beach FL 33435-0310 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

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AGENCY CUSTOMER ID: 10518329

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	CDM Smith Inc.
POLICY NUMBER: See Certificate Number: 570072564350	
CARRIER: See Certificate Number: 570072564350 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
C		N/A		WC014649627 CA	01/01/2018	01/01/2019		
D		N/A		WC014649628 FL	01/01/2018	01/01/2019		
B		N/A		WC014649629 IL, KY, NC, NH, UT, VT	01/01/2018	01/01/2019		
B		N/A		WC014649630 MA, ND, OH, WA, WI, WY	01/01/2018	01/01/2019		
B		N/A		WC014649631 NJ, PA	01/01/2018	01/01/2019		

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CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Approve the addition of a vendor to Bid "ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT" Bid # 029-1412-19/MFD. To add Southern Sewer to Lot # 10.

EXPLANATION OF REQUEST:
On July 16, 2019, Commission approved the award of Bid "ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT" Bid # 029-1412-19/MFD to multiple vendors based on Lots.

The original intent was to include Southern Sewer as the Secondary vendor for Lot # 10 in the award. We are asking to include Southern Sewer in the award to Lot # 10. The award will be as follows:

LOT # 10
Pat's Pump (Primary)
OEM Part Discount 0%
Service Cost per Hour $80.00

Southern Sewer (Secondary)
OEM Part Discount 0%
Service Cost per Hour $120.00

The Secondary is in place in case the primary cannot perform.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? By adding a secondary to Lot # 10, it insures that there will be ample service and parts provided to Fleet.

FISCAL IMPACT: Budgeted Funds are budgeted and available for account number 502-0000-141-0100.

ALTERNATIVES: To not award the additional vendor and stay with only one vendor for Lot # 10.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Original Commission Agenda Request
Addendum	Southern Sewer Proposal

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 7/16/2019

REQUESTED ACTION BY COMMISSION: Approve the Bid for "ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT" Bid # 029-1412-19/MFD to the following ten (10) companies: Palm Truck, SBL Freightliner, Nextran, Trekker Tractor, Sunbelt, Pat's Pump, Dartco, Expert Diesel, General GMC and Southern Sewer on a lot by lot basis, to the lowest, most responsive, responsible bidders who met all specifications with an estimated annual expenditure of $500,000.

EXPLANATION OF REQUEST:
Contract Term: September 4, 2019 thru September 3, 2021

On June 18, 2019, Procurement Services opened and tabulated ten (10) bids for Service/Parts for Large Trucks. All bids were reviewed by the Manager of Materials and Distribution. It was determined to recommend award by a lot to lot basis to the ten (10) companies. The award is based on percentage discount and service cost per hour. The award is as follows:

LOT # 1
Palm Truck
OEM Part Discount 16%
Service Cost per Hour $115.00

LOT # 2
SBL Freightliner
OEM Part Discount 20%
Service Cost per Hour $145.00

LOT # 3
Nextran
OEM Part Discount 20%
Service Cost per Hour $142.00

LOT # 4
NO BID

LOT # 5
SBL Freightliner
OEM Part Discount 20%
Service Cost per Hour $145.00

LOT # 6
Trekker Tractor
OEM Part Discount 15%
Service Cost per Hour $150.00

LOT # 7
Sunbelt
OEM Part Discount 20%
Service Cost per Hour $125.00

LOT # 8
Pat's Pump
OEM Part Discount 10%
Service Cost per Hour $80.00

LOT # 9
NO BID

LOT # 10
Pat's Pump
OEM Part Discount 0%
Service Cost per Hour $80.00

LOT # 11
SBL Freightliner (Primary)
OEM Part Discount 20%
Service Cost per Hour $145.00

Dartco (Secondary)
OEM Part Discount 28%

Service Cost per Hour $135.00

LOT # 12
Expert Diesel (Primary)
OEM Part Discount 40%
Service Cost per Hour $225.22

General GMC (Secondary)
OEM Part Discount 30%
Service Cost per Hour $286.75
LOT # 13
Pat's Pump
OEM Part Discount 0%
Service Cost per Hour $80.00

LOT # 14
NO BID

LOT # 15
Southern Sewer
OEM Part Discount 0%
Service Cost per Hour $120.00

Note * For LOT # 11, it is recommended to go to SBL Freightliner for repair and Dartco for parts. Dartco does not have a facility located in Florida for repairs. They are able to ship parts to our location.

The City currently has a bid in place that will expire 9-3-19. This bid will take effect after the current one expires.

The bid will be for two (2) years and will allow for three (3) additional one (1) year extensions at the same terms, conditions and prices subject to vendor acceptance, satisfactory performance and determination that the renewal is in the best interest of the City.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The purpose of this bid is to secure a source of supply for the purchase of service/parts for large trucks and heavy duty equipment. All orders are on an "AS NEEDED BASIS" and with high usage items being stocked within the City's Warehouse.

FISCAL IMPACT: Budgeted
Funds are budgeted and available for account number 502-0000-141-0100

FY 16/17 expenditures were $127,391
FY 17/18 expenditures were $205,164
FY 18/19 expenditures to date are $399,913.56

ALTERNATIVES:
Obtain quotes on an "as needed" basis which would not be cost effective.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	Tabulation Sheet

BIDDER ACKNOWLEDGEMENT

Submit Bids To: PURCHASING SERVICES
3301 Quantum Boulevard
Boynton Beach, Florida 33426
Telephone: (561) 742-6310

Bid Title: **"ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT"**

Bid Number: **029-1412-19/MFD**

Bid Received By: **JUNE 18, 2019, NO LATER THAN 3:00 P.M. (LOCAL TIME)**

Bids will be opened in Procurement Services unless specified otherwise. Bid receiving date and time is scheduled for: **June 18, 2019, no later than 3:00P.M. (local time)** and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: SSES, Inc. d/b/a Southern Sewer Equipment Sales

Federal I.D. Number: 65-0267110

A Corporation of the State of: Florida

Area Code: 800 Telephone Number: 782-4134

Area Code: 772 FAX Number: 595-9171

Mailing Address: 3409 Industrial 27th Street

City/State/Zip: Fort Pierce, FL 34946

Vendor Mailing Date: 6/17/19

E-Mail Address: info@southernsewer.com

Felix Denmon

Authorized Signature

Felix Denmon, Vice President

Name Typed

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

SPECIFICATIONS

FOR

"ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT"

BID No. 029-1412-19/MFD

The estimated annual expenditure for the large truck OEM parts is: **$400,000.00**

SCOPE OF BID:

The purpose of this bid is to secure a source for OEM service and OEM parts and supplies for the City's fleet of large vehicles and equipment:

Class 6 – 19,501 to 26,000 lb Gross Vehicle Weight (GVW)
Class 7 – 26,001 to 33,000 lb GVW
Class 8 – 33,000 + lb GVW

Medium/Large vehicles and miscellaneous equipment manufacturers to include but are not limited to Mack, Ford, Sterling, International, and Peterbilt. The OEM parts/supplies are Fleet parts to be ordered on an "AS NEEDED BASIS".

The initial term of the agreement will be for two (2) years and may be renewed at the same prices, terms and conditions for three (3) additional one-year periods contingent upon satisfactory performance, vendor acceptance and determination that the renewal will be in the City's best interests

By submitting a proposal the successful bidder shall provide services in accordance with the following conditions and specifications:

A) All Bid prices are F.O.B. Boynton Beach, Warehouse, 222 N.E. 9TH Avenue, Boynton Beach, Florida 33435.

B) Bidder's repair facility and parts operation are preferred to be located within Palm Beach, Broward, or Dade Counties. Any repair facilities located outside these counties may be considered and will be reviewed before award to determine if the distance is justifiable.

C) Bidder must provide complete and accurate invoices which must include, for every item purchased, a part number, definitive description, catalog/list price, and the discounted/invoiced price.

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D) Bidder must be able to guarantee all deliveries, throughout the duration of the bid. All orders must be delivered within one (1) day from date of the purchase order for stocked parts and three (3) days for non-stocked parts.

E) Bidder must begin work no later than two (2) days after notification for service.

F) Bidder must complete service within five (5) business days after starting work.

G) Bidder must provide catalogs and price lists for all awarded manufacturers upon request by the City. The bidder shall keep these catalogs and price lists current throughout the duration of this contract.

H) Only bidders who are a manufacturer authorized dealer/distributor/reseller/repair center will be considered..

I) Bidder must maintain an adequate stock of materials normally required to meet the requirements of this bid.

J) Bidder acknowledges that only the referenced manufacturer/OEM replacement parts will be considered.

K) The hourly rate for labor shall include, but not limited to, manpower, fuel, travel, mileage, equipment, tools, materials, mobilization, demobilization, and any/all other incidental expenses that may arise from this bid.

L) Repairs will be paid for on an hourly basis billed in fifteen (15) minute increments after the first hour.

M) Parts provided in the service of a City vehicle are subject to the same discount as those parts ordered by the City for delivery to the Warehouse.

N) The City will deliver and pick up vehicles to be repaired from the awarded vendor unless vendor is willing to transport vehicles at no charge.

O) Bidder acknowledges the City will only accept Lots that have Items 1, 2, and 3 completed. Any failure to complete/fill an item may be deemed as non responsive.

P) The bid will be awarded on a lot by lot basis.

Q) Bidder shall have a shop and all equipment necessary for vehicles as specified herein.

R) Bidder's facility shall have a secured area for vehicles under repair.

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S) Bidder shall be responsible for completing all repairs in accordance with the manufacturer's requirements/specifications and all applicable city, state, federal and safety regulations.

T) Bidder must allow, upon the request from the City, visitation to where the service will be performed and where the parts are stocked.

U) The City reserves the right to purchase on the open market should lower market prices prevail at which time the successful bidder shall have the option of meeting the lower price or relieving the City of an obligation agreed to by contract.

V) IF THE PROPOSAL SHEETS ARE NOT LEGIBLE, THE PROPOSAL WILL BE REJECTED. LEGIBILITY WILL BE DETERMINED BY STAFF.

W) The Proposal Sheet for this bid is "**ATTACHMENT B**" and is in Excel format.

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NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Florida)
:
County of St. Lucie)

Felix Denmon, being first duly sworn, deposes and says that:

1) He is Vice President (Title) of SSES, Inc. d/b/a Southern Sewer Equipment Sales (Name of Corporation or Firm) the bidder that has submitted the attached bid:

2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3) Said bid is genuine and is not a collusive or sham bid;

4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Boynton Beach or any person interested in the proposed Contract; and

5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Felix Denmon

Subscribed and sworn to before me

(Title) Vice President

This 17th day of June, 20 19

Jennifer Mitchem

My commission expires October 30, 2022

JENNIFER MITCHE
MY COMMISSION # GG271
EXPIRES October 30, 20

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ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)
: SS
COUNTY OF PALM BEACH)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Boynton Beach as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this 17th day of June ,20 19

Printed Information:

Felix Denmon
NAME

Vice President
TITLE

_____
NOTARY PUBLIC, State of Florida
at Large

SSES, Inc. d/b/a Southern Sewer Equipment Sales
COMPANY

JENNIFER MITCHEM
MY COMMISSION # GG271360
EXPIRES October 30, 2022

"OFFICIAL NOTARY SEAL" STAMP

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CONFIRMATION OF MINORITY OWNED BUSINESS

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

Is your company a Minority Owned Business ? X Yes _____ No

If Yes, please indicate by an "X" in the appropriate box:

( ) AMERICAN INDIAN

( ) ASIAN

( ) BLACK

( ) HISPANIC

(X) WOMEN

( ) OTHER _____ (specify)

( ) NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES X NO ____

If YES, Name the Organization from which this certification was obtained and date:

State of Florida
Issuing Organization for Certification

11/22/17
Date of Certification

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CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Boynton Beach or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

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

4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

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

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

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TO BE CONSIDERED COMPLETE AND ACCEPTABLE

PALM BEACH COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

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

SSES, Inc. d/b/a Southern Sewer Equipment Sales
CONTRACTOR NAME

By _____

Title: Vice President

Date: June 17, 2019

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

CITY OF BOYNTON BEACH
LOCAL BUSINESS STATUS CERTIFICATION

I, _____, the _____ of
(Name of officer of company) (Title of officer of company)

_____, located at _____,
(Name of Corporation/Company) (Business Address)

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

NAME OF BUSINESS:_____			
1. Is the business located within the City limits of Boynton Beach, Florida?	YES	NO	Number of Years: _____
2. Does the business have a business tax receipt issued in the current year?	YES	NO	Business License Number: _____
3. Is the business registered with the Florida Division of Corporations?	YES	NO	

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

Print Name: _____ Signature: _____

*****FOR PURCHASING USE ONLY*****

Business License ☐ **Year Established:** ☐ **Active:**

Verified by: _____ **Date:** _____

CERTIFICATION PURSUANT TO FLORIDA

STATUTE § 287.135

I, Felix Denmon (Print Name and Title), on behalf of SSES, Inc. d/b/a Southern Sewer Equipment Sales (Company Name) certify that SSES, Inc. d/b/a Southern Sewer Equipment Sales (Company Name) does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

2) Contracting with companies, for goods or services over $1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector list, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted

a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

SSES, Inc. d/b/a Southern Sewer Equipment Sales	
COMPANY NAME	SIGNATURE
Felix Denmon	Vice President
PRINT NAME	TITLE

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

A D D E N D A

CITY OF BOYNTON BEACH
FLORIDA

BID No.: 029-1412-19/MFD

BIDDER: SSES, Inc. d/b/a Southern Sewer Equipment Sales

DATE SUBMITTED: June 17, 2019

We propose and agree, if this submittal is accepted, to contract with the City of Boynton Beach, in the Contract Form, to furnish all material, equipment, machinery, tools, apparatus, means of transportation, coordination, labor and services necessary to complete/provide the work specified by the Contract documents.

ADDENDUM NO.	DATE	ADDENDUM No.	DATE
1	6/04/19		
2	6/14/19		

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID**

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

STATEMENT OF NO BID

If you are not bidding this service/commodity, please complete and return this form to: PROCUREMENT SERVICES, City of Boynton Beach, 3301 Quantum Blvd., Boynton Beach, Florida 33426.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Boynton Beach.

COMPANY NAME: _____

ADDRESS: _____

_____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid on your Bid No. **029-1412-19/MFD**; **"ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT"** because of the following reasons:

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

IF YOU ARE NOT SUBMITTING A BID, PLEASE COMPLETE FORM AND RETURN TO PROCUREMENT SERVICES

Please see "Attachment B" Proposal Sheet.

"Attachment B" must be submitted with your proposal.

IF YOU ARE NOT SUBMITTING A BID, PLEASE COMPLETE FORM AND RETURN TO PROCUREMENT SERVICES

ATTACHMENT "B" PROPOSAL SHEET

ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT
BID # 029-1412-19/MFD

**** PLEASE FILL OUT THE HIGHLIGHTED PORTIONS ONLY ****

LOT # 1 **Peterbilt**

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM Peterbilt parts that we will order when needed.

ITEM	DESCRIPTION	PRICE LIST		PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE	NO BID	% OFF
		DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER		

Item 2 is to determine the hourly rate charged for road call service on a Peterbilt vehicle performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES OR NO		

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a Peterbilt vehicle performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	NO BID

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	Lock Latch 04017-7	$	% OFF	NO BID

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$	+		

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	

LOT # 2 Freightliner

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM Freightliner parts that we will order when needed.

	DESCRIPTION		PRICE LIST	PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE	NO BID	% OFF
		DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER		

Item 2 is to determine the hourly rate charged for road call service on a Freightliner vehicle performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES OR NO	HOUR	$

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a Freightliner vehicle performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	NO BID

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	Blower Motor VCC/T77421A/2C	$	% OFF	NO BID

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$	+		= $

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	Felix Ramos

LOT # 3 Mack

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM Mack parts that we will order when needed.

ITEM	DESCRIPTION	PRICE LIST		PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER	NO BID	% OFF

Item 2 is to determine the hourly rate charged for road call service on a Mack vehicle performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES OR NO	HOUR	$

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a Mack vehicle performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	NO BID

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	Rear Drums 3123207002	$	% OFF	NO BID

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$	+		= $

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	

LOT # 4 International

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM International parts that we will order when needed.

ITEM	DESCRIPTION	PRICE LIST		PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE	NO BID	% OFF
		DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER		

Item 2 is to determine the hourly rate charged for road call service on a International vehicle performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES OR NO	HOUR	$

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a International vehicle performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	NO BID

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	Brake Chamber ZAJ1428901	$	% OFF	NO BID

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$	+		= $

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	Felipe

LOT # 5 Sterling

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM Sterling parts that we will order when needed.

ITEM	DESCRIPTION	PRICE LIST		PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER	NO BID	% OFF

Item 2 is to determine the hourly rate charged for road call service on a Sterling vehicle performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES OR NO	HOUR	$

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a Sterling vehicle performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	NO BID

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	Blower Motor GNR/700087DL	$	% OFF	NO BID

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$	+		= $

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	

LOT # 6 Case

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM Case parts that we will order when needed.

ITEM	DESCRIPTION	PRICE LIST		PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER	NO BID	% OFF

Item 2 is to determine the hourly rate charged for road call service on a Case vehicle performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES OR NO	HOUR	$

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a Case vehicle performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	NO BID

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	AC Condenser 87546291	$	% OFF	NO BID

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$	+		= $

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	

LOT # 7 **Heil**

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM Heil parts that we will order when needed.

ITEM	DESCRIPTION	PRICE LIST		PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE	**NO BID**	% OFF
		DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER		

Item 2 is to determine the hourly rate charged for road call service on a Heil vehicle performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES OR NO	HOUR	$

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a Heil vehicle performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	NO BID

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	Roller Assembly 062-0640	$	% OFF	NO BID

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$	+		= $

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	

LOT # 8 **Aquatech**

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM Aquatech parts that we will order when needed.

	DESCRIPTION		PRICE LIST	PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE	NO BID	% OFF
		DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER		

Item 2 is to determine the hourly rate charged for road call service on a Aquatech vehicle performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES OR NO	HOUR	$

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a Aquatech vehicle performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	NO BID

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	3" Poly Strainer Assembly A380820	$	% OFF	NO BID

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$	+		= $

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	

LOT # 9 Caterpillar

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM Caterpillar parts that we will order when needed.

	DESCRIPTION	PRICE LIST		PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE	**NO BID**	% OFF
		DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER		

Item 2 is to determine the hourly rate charged for road call service on a Caterpillar vehicle performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES OR NO	HOUR	$

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a Caterpillar vehicle performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	NO BID

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	AC Condenser 2111381	$	% OFF	**NO BID**

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$	+		= $

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	Felix [signature]

LOT # 10 **Vac-Con**

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM Vaccon parts that we will order when needed.

	DESCRIPTION		PRICE LIST	PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE	MSRP	0 % OFF
		DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER		

Item 2 is to determine the hourly rate charged for road call service on a Vaccon vehicle performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES	HOUR	$ 247.17

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a Vaccon vehicle performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	$ 120.00

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	Power Clamp 680-0016	$ 34.46	0 % OFF	$ 34.46

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$ 120.00	+	$ 34.46	= $154.46

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	Felix [signature]

LOT # 11 **Allison Transmission**

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM Allison Transmission parts that we will order when needed.

ITEM	DESCRIPTION	PRICE LIST		PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE	NO BID	% OFF
		DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER		

Item 2 is to determine the hourly rate charged for road call service on an Allison Transmission performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES OR NO	HOUR	$

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a Allison Transmission performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	NO BID

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	TCM A53 29551869	$	% OFF	NO BID

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$	+		= $

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	

ATTACHMENT "B" PROPOSAL SHEET (ADDENDUM #1 ATTACHMENT)

ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT
BID # 029-1412-19/MFD

** PLEASE FILL OUT THE HIGHLIGHTED PORTIONS ONLY **

LOT # 12 **Autocar**

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM Allison Transmission parts that we will order when needed.

ITEM	DESCRIPTION	PRICE LIST		PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE	NO BID	% OFF
		DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER		

Item 2 is to determine the hourly rate charged for road call service on an Allison Transmission performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES OR NO	HOUR	$

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a Allison Transmission performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	NO BID

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	Torque Rod A3581069-628	$	% OFF	NO BID

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$	+		= $

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	

LOT # 13 **Vactor**

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM Allison Transmission parts that we will order when needed.

ITEM	DESCRIPTION	PRICE LIST		PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE	NO BID	% OFF
		DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER		

Item 2 is to determine the hourly rate charged for road call service on an Allison Transmission performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES OR NO	HOUR	$

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a Allison Transmission performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	NO BID

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	Mac Solenoid Valve 49289-30	$	% OFF	NO BID

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$	+		= $

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	

LOT # 14 **G.S. Products**

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM Allison Transmission parts that we will order when needed.

ITEM	DESCRIPTION		PRICE LIST	PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE	NO BID	% OFF
		DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER		

Item 2 is to determine the hourly rate charged for road call service on an Allison Transmission performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES OR NO	HOUR	$

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a Allison Transmission performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	NO BID

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	Grabber Belt 90056CS-4	$	% OFF	NO BID

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$	+		= $

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	Felix

ATTACHMENT "B" PROPOSAL SHEET (ADDENDUM #2 ATTACHMENT)

LOT # 15 **New Way**

ITEMS 1, 3 and 4 must be filled out in order for the bidder to be considered responsive.

ITEM 1 is to determine the percentage discount offered on all OEM Allison Transmission parts that we will order when needed.

ITEM	DESCRIPTION	PRICE LIST		PERCENTAGE DISCOUNT OFFERED
1	OEM PARTS	TYPE	MSRP	0 % OFF
		DISCOUNT BASED ON MSRP/DEALER/JOBBER/OTHER		

Item 2 is to determine the hourly rate charged for road call service on an Allison Transmission performed by the bidder when service is needed.

Road Call Service does not impact the evaluation for award. It is only to determine if this service is provided. If provided and awarded, the rate and service will be binding.

ITEM	DESCRIPTION	SERVICE PROVIDED	UNIT	HOURLY RATE
2	HOURLY RATE FOR ROAD CALL SERVICE	YES	HOUR	$ 247.17

ITEM 3 is to determine the hourly rate charged for OEM authorized service on a Allison Transmission performed by the bidder when service is needed.

ITEM	DESCRIPTION	UNIT	HOURLY RATE
3	HOURLY RATE FOR SERVICE	HOUR	$ 120.00

Item 4 will be used for evaluation purposes only and are not sole items to be ordered. The bidder shall complete all spaces to include the current price list for the item, the percentage discount offered from ITEM 1, and the final item price after the discount is applied.

ITEM	DESCRIPTION	CURRENT PRICE	DISCOUNT % FROM ITEM 1	FINAL ITEM PRICE
4	Rubber Bumpers on Side Arm 122295	$ 29.40	0 % OFF	$ 29.40

The evaluation and award of this lot will be determined by the formula in ITEM 5

ITEM	HOURLY RATE		FINAL ITEM PRICE FROM ITEM 4	TOTAL COST
5	$ 120.00	+	$ 29.40	= $149.40

BIDDER NAME	BIDDER SIGNATURE
SSES, Inc. d/b/a Southern Sewer Equipment Sales	

Southern Sewer Equipment Sales

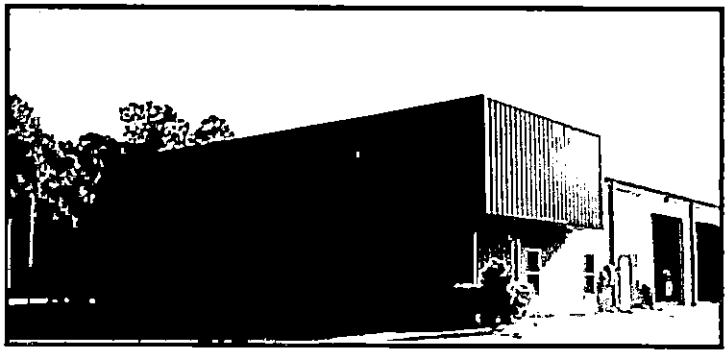
800-782-4134 • 772-595-6940 • FAX 772-595-9171

www.southernsewer.com "A Certified MBE Woman Owned Business"

Service available on site or at one of our service centers:

Call Toll Free (800) 782-4134

Main Office, Parts and Service:
Southern Sewer Equipment Sales
3409 Industrial 27th Street
Fort Pierce, FL 34946



Parts and Service:
Southern Sewer Equipment Sales
10575 General Drive
Orlando, FL 32824

Parts and Service:
Southern Sewer Equipment Sales
8200 NW 58th Street
Doral, FL 33166

State of Florida

Woman Business Certification

SSES, Inc.

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

11/22/2017 to 11/22/2019

Erin Rock, Secretary
Florida Department of Management Services

office of supplier DIVERSITY

Certificate of Compliance

Southern Sewer Equipment Sales

HAS SUCCESSFULLY IMPLEMENTED A FULLY COMPLYING

DRUG-FREE WORKPLACE

meeting standards established by the State of Florida for the maintenance of comprehensive drug abuse and alcohol misuse deterrence, education, training and assistance programs which comply with applicable Federal and State laws, including Florida Statutes, Chapter 440 Workers' Compensation, Section 440.101 - .102 and Chapter 59A-24 Drug-Free Workplace Standards. Compliance may be verified by contacting Alcohol & Substance Abuse Prevention Programs, Inc. at (800) 329-6334.

August - 2019

CERTIFIED THROUGH

ASAP™

Alcohol & Substance Abuse Prevention Programs

USCIS Office Plaza • 5635 Hoover Blvd. • Tampa, FL 33634

VAC-CON
MORE POWER TO YOU

January 24, 2019

To Whom It May Concern,

This letter will confirm that Southern Sewer Equipment Sales, located at...

3409 Industrial 27th Street
Fort Pierce, FL 34946

10575 General Drive
Orlando, FL 32824

8200 NW 58th Street
Doral, FL 33166

...is the sole authorized Vac-Con dealer for sales, parts, and service in the state of Florida (excluding the Florida Panhandle).

Regarding warranties, warranties are only available on OEM parts purchased through an authorized Vac-Con, Inc. dealer. Warranties are non-transferable.

If you have any further questions, please do not hesitate to contact us.

Thank you,

Todd Masley
Executive Vice President

969 Hall Park Road,
Green Cove Springs, FL 32043
Tel: 904.284.4200 • Fax: 904.284.3305
www.vac-con.com

Driving The Difference.

To Whom It May Concern: January 22, 2019

This letter will confirm that Southern Sewer Equipment Sales is the sole authorized Scranton Mfg./New Way dealer for sales, parts and service in the State of Florida (excluding the Florida Panhandle). Please see below the three full service facilities that Southern Sewer Equipment Sales has in Florida.

- 3409 Industrial 27th Street, Fort Pierce, FL 34946
- 8200 NW 58th Street, Doral, FL 33166
- 10575 General Drive, Orlando, FL 32824

If you have any further questions, please do not hesitate to contact us.

Ken Beugger
Regional Sales Manager
Ken. Beugger
Scranton Manufacturing/New Way
101 State St.
Scranton, IA 51462
CELL: 336-209-4995
Find Us On The Web At: http://www.newwaytrucks.com
Or At: http://www.scrantonmfg.com/

ORIGINAL

The City of
Boynton Beach

Finance/Procurement Services
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 2

DATE: **June 14, 2019**
BID TITLE: **ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT**
BID NO.: **029-1412-19/MFD**

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum No. 2 shall govern. Words in ~~strikethrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The bid opening date remains as June 18, 2019 at 3:00 PM. The location remains unchanged.

2. On the New Way section of the bid. The part-no. is not a known part number. **Remove from Item 4 on Lot # 15 ~~Brake Chamber Hose A3582002W048~~ and add Rubber Bumpers on Side Arm 122295. Updated proposal sheet for Lot # 15 is attached.**

Sincerely,

Tim W. Howard
Assistant City Manager - Administration

cc: Finance/Procurement

I

The City of
Boynton Beach

Finance/Procurement Services
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ACKNOWLEDGEMENT OF ADDENDUM No. 2

ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT
BID NO.:029-1412-19/MFD

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 2 WITH BID PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

Felix Denmon, Vice President	
PRINT NAME OF REPRESENTATIVE	**SIGNATURE OF REPRESENTATIVE**
SSES, Inc. d/b/a Southern Sewer Equipment Sales	June 17, 2019
NAME OF COMPANY	**DATE**

The City of Boynton Beach

Finance/Procurement Services
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ADDENDUM No. 1

DATE: **June 4, 2019**
BID TITLE: **ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT**
BID NO.: **029-1412-19/MFD**

This addendum to the drawings, specifications, and/or contract documents is issued to provide additional information and clarification to the original Bid specifications and proposal form and is hereby declared a part of the original drawings, specifications and/or contract documents. In case of a conflict, this Addendum No. 1 shall govern. Words in ~~strikethrough~~ type are deletions from existing text. Words in **bold, underlined** type are additions to existing text.

1. The bid opening date remains as June 18, 2019 at 3:00 PM. The location remains unchanged.

2. On the Autocar section of the bid. The part-no. is not a known part number. **Remove from Item 4 on Lot # 12 ~~A3582002W048~~ and add A3581069-628. Updated proposal sheet for Lot # 12 is attached.**

Sincerely,

Tim W. Howard
Assistant City Manager - Administration

cc: Finance/Procurement

The City of
Boynton Beach

Finance/Procurement Services
P. O. Box 310
Boynton Beach, Florida 33425-0310
Telephone: (561) 742-6310
FAX: (561) 742-6316

ACKNOWLEDGEMENT OF ADDENDUM No. 1

ANNUAL SUPPLY OF ORIGINAL EQUIPMENT MANUFACTURER (OEM) SERVICE AND PARTS FOR MEDIUM/LARGE AND HEAVY DUTY VEHICLES AND EQUIPMENT
BID NO.:029-1412-19/MFD

RESPONDENT MUST SIGN, DATE AND INCLUDE THIS "ACKNOWLEDGEMENT OF ADDENDUM NO. 1 WITH BID PACKAGE IN ORDER FOR SUBMITTAL TO BE CONSIDERED COMPLETE AND ACCEPTABLE.

Felix Denmon, Vice President	
PRINT NAME OF REPRESENTATIVE	**SIGNATURE OF REPRESENTATIVE**
SSES, Inc. d/b/a Southern Sewer Equipment Sales	June 17, 2019
NAME OF COMPANY	**DATE**

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Approve increase of Blanket Purchase Order PO # 190335 - Acct. # 401-2824-536-46-98 for $10,000 issued to Vincent and Sons Landscaping, Inc. for annual landscape maintenance for Utility Stormwater Ponds Landscape Maintenance Services. With the proposed increase the new total will be $91,719.

EXPLANATION OF REQUEST:
Boynton Beach (Utilities) utilizes blanket purchase orders for landscape maintenance services to support its operations. Vincent and Sons Landscaping, Inc. was selected to provide annual landscape maintenance for Utility Stormwater Ponds in September 6, 2018 under BID # 034-2821-18/IT.

Funding increase request is based on a shortage of funds to cover the yearly services. This shortage was due to the need of performing removal of more than 10-year overgrowth of native vegetation and invasive vegetation at the Barrier Free Ponds, as well as trimming of the allow up-to 25% of mangroves at the INCA Ponds. The original Blanket Purchase Order PO 190335 - Acct. # 401-2824-536-46-98 was in the amount of $81,719.00 for annual landscape maintenance for Utility Stormwater Ponds. With the proposed increase of $10,000 the new total will be $91,719.00.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Approval for increase amount of Purchase Order 190335 will allow for contractor payment of uninterrupted landscape maintenance services for stormwater ponds and flood protection.

FISCAL IMPACT: Non-budgeted
Impacted accounts: 401-2824-536-46-98

ALTERNATIVES:
None. This additional landscape services are needed to maintain the City stromwater ponds for the remaining of the fiscal year 2019.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CONTRACTS

VENDOR NAME: Vincent and Sons Landscaping, Inc.

START DATE: 10/1/2018

END DATE: 9/5/2020

CONTRACT VALUE: $81,719.00

MINORITY OWNED CONTRACTOR?:

EXTENSION AVAILABLE?: No

EXTENSION EXPLANATION:

ATTACHMENTS:

Type	Description
Quotes	Barrier Free park LS services quote
Exhibit	Barrier Free Park Exhibit A
Quotes	INCA Mangrove Trimming quote
Attachment	Inca Stormwater pond mangrove trimming photos

Vincent and Sons Landscaping Inc. / DBA: V&S Landscaping

PO BOX 20605
WPB FL, 33416
Office: 1-877-809-1714

Proposal Submitted To: **Date:** 12.5.18

Ms. Angela Prymas
Utilities: Senior Engineer
Boynton Beach Utilities
City of Boynton Beach
124 E. Woolbright Rd. Boynton Beach, FL 33435
Prymas@bbfl.us

Job Site:

BARRIER FREE PONDS
BOYNTON BEACH FL 33426

Overview of Proposal: Refer to attached Exhibit A

- Removal of all Invasive Vegetative Material (Including Stump Grinding and Root Killing Chemicals).
  SPECIES:
  - Camphor Trees
  - Mimosa Trees
  - Chinese Tallow Trees
  - Florida Holly Trees
- Palm Tree Trimming: Sable Palms
  PROCESS: A sharp and straight-edged pruning saw will be used. The pruning saw will be sterilized (5 minutes in bleach should prior to using, to avoid any disease contaminating organisms being transferred to the tree). Hard pruning only the completely brown leaves will be cut. The leaves will

be cut below the 9-3 line. Meaning, if the canopy of the tree was a clock, imagine where the 9:00 and 3:00 would be, and make a mental horizontal line. Fonds should not be cut above that line.
The fond will be cut a few inches from the trunk, so the boots are left on the trunk.

- Hedge Trimming: Trim all Cocoplum to reflect a natural appearance.
- Lifting of all Trees at location: 8'-10'
    - All trees will be cut to meet the City of Boynton Beach / Florida State guidelines for effective compliance standards.
- Removal of all Vines
- Removal of all Trash

Vincent and Sons Landscaping shall remove all project generated debris from the site upon the completion of the work.

- All dump, equipment and labor fees are included.
- Vincent and Sons Landscaping shall provide electronic photos of the work completed around the ponds.

Total: $25,000.00

Pictures of Proposed Work Area

DIRECTION 97 deg(T)
26.49442°N 080.09203°W
ACCURACY 6 m DATUM WGS84
Barrier free ponds
2018-12-03 12:09:20-05:00
DIRECTION 124 deg(T)
26.49443°N 080.09191°W
ACCURACY 4 m DATUM WGS84
Barrier free ponds
2018-12-03 12:09:31-05:00
DIRECTION Unavailable
LOCATION Unavailable
ACCURACY/DATUM Unavailable
Barrier free ponds
2018-12-03 12:01:27-05:00
DIRECTION Unavailable
LOCATION Unavailable
ACCURACY/DATUM Unavailable
Barrier free ponds
2018-12-03 12:01:30-05:00
DIRECTION 96 deg(T)
26.49548°N 080.09080°W
ACCURACY 8 m DATUM WGS84
Barrier free ponds
2018-12-03 12:01:43-05:00
DIRECTION 154 deg(T)
26.49532°N 080.09082°W
ACCURACY 6 m DATUM WGS84
Barrier free ponds
2018-12-03 12:02:00-05:00
DIRECTION 144 deg(T)
26.49514°N 080.09081°W
ACCURACY 65 m DATUM WGS84
Barrier free ponds
2018-12-03 12:02:22-05:00
DIRECTION 170 deg(T)
26.49514°N 080.09081°W
ACCURACY 65 m DATUM WGS84
Barrier free ponds
2018-12-03 12:02:23-05:00

DIRECTION 113 deg(T)
26.49505°N 080.09079°W
ACCURACY 75 m DATUM WGS84
Barrier free ponds
2018-12-03 12:02:42-05:00
DIRECTION 104 deg(T)
26.49496°N 080.09077°W
ACCURACY 126 m DATUM WGS84
Barrier free ponds
2018-12-03 12:03:03-05:00
DIRECTION 38 deg(T)
26.49496°N 080.09077°W
ACCURACY 126 m DATUM WGS84
Barrier free ponds
2018-12-03 12:03:07-05:00
DIRECTION 25 deg(T)
26.49491°N 080.09076°W
ACCURACY 177 m DATUM WGS84
Barrier free ponds
2018-12-03 12:03:28-05:00
DIRECTION 29 deg(T)
26.49486°N 080.09075°W
ACCURACY 213 m DATUM WGS84
Barrier free ponds
2018-12-03 12:03:40-05:00
DIRECTION 315 deg(T)
26.49473°N 080.09049°W
ACCURACY 6 m DATUM WGS84
Barrier free ponds
2018-12-03 12:03:57-05:00
DIRECTION 302 deg(T)
26.49478°N 080.09053°W
ACCURACY 6 m DATUM WGS84
Barrier free ponds
2018-12-03 12:04:06-05:00
DIRECTION 277 deg(T)
26.49479°N 080.09053°W
ACCURACY 6 m DATUM WGS84
Barrier free ponds
2018-12-03 12:04:08-05:00

DIRECTION 23 deg(T)
26.49479°N 080.09045°W
ACCURACY 6 m DATUM WGS84
Barrier free ponds
2018-12-03 12:04:17-05:00
DIRECTION 316 deg(T)
26.49478°N 080.09041°W
ACCURACY 6 m DATUM WGS84
Barrier free ponds
2018-12-03 12:04:23-05:00
DIRECTION 28 deg(T)
26.49453°N 080.09076°W
ACCURACY 4 m DATUM WGS84
Barrier free ponds
2018-12-03 12:05:00-05:00
DIRECTION 212 deg(T)
26.49418°N 080.09123°W
ACCURACY 6 m DATUM WGS84
Barrier free ponds
2018-12-03 12:05:55-05:00
DIRECTION 267 deg(T)
26.49413°N 080.09127°W
ACCURACY 6 m DATUM WGS84
Barrier free ponds
2018-12-03 12:06:06-05:00
DIRECTION 212 deg(T)
26.49414°N 080.09127°W
ACCURACY 6 m DATUM WGS84
Barrier free ponds
2018-12-03 12:06:11-05:00
DIRECTION 218 deg(T)
26.49391°N 080.09125°W
ACCURACY 6 m DATUM WGS84
Barrier free ponds
2018-12-03 12:06:32-05:00
DIRECTION 236 deg(T)
26.49376°N 080.09129°W
ACCURACY 4 m DATUM WGS84
Barrier free ponds
2018-12-03 12:06:48-05:00

PAYMENT TERMS:

Payment is due upon completion of the job. Past due accounts will acquire an eighteen percent (18%) interest per year. Should collection activities be warranted, the client shall

be responsible for any related expenses including but not limited to attorney's fees and court costs. There is a fifty-dollar ($50.00) fee for each check returned or non-sufficient funds. Any alterations made to this document, will make it void.

ACCEPTANCE OF PROPOSAL

WHEREFORE, Contractor and Owner, or Owner's Agent, have accepted the scope ad terms of this proposal. Owner or Owner's Agent gives express permission to Contractor to enter said property and confirms that it is clear from any hidden danger or defects.

Submitted by: Vincent & Sons Landscaping Inc. / DBA: V&S Landscaping
President: Mr. David Vincent / David@VandSLandscaping.com
Manager: Mr. Nicholas Petrino / Nicholas@VandSLandscaping.com

_____ _____

Client Signature: **Printed Name**

_____

Title & Company

_____

Date

Thank you for your business!

SCALE IN FEET: 1" = 120'

120 60 0 120

POND CLEANUP

BARRIER-FREE PARK

POND CLEANUP

TENNIS CENTER

WXEL

10'x10' CONC. PAD FOR WINDMILL

CONC. PAD FOR SECURING WINDMILL

PALMLAND DR

CHARTER DRIVE

CONGRESS AVENUE

City of Boynton Beach

Utilities Engineering Dept.

124 EAST WOOLBRIGHT ROAD BOYNTON BEACH, FL 33435

SHEET NO. 1 OF 1

CONGRESS AVE BARRIER-FREE PARK BOUNDARY - EXHIBIT A

DATE: 12-6-18
CHECKED BY: -----
DRAWN BY: G. OWENS
REVISED: ----

Y:\Map and Drawings from Share Drive\Co-worker maps-drawings\Angela Prymas\Barrier Free Park\Barrier Free Park - Broad overview_1_15756_3587_R2V2.dwg

INVOICE

Vincent & Sons Landscaping, Inc.

PO BOX 20605
West Palm Beach, Fl 33416

DATE: July 2, 2019
INVOICE # MAN61919
FOR: *INCA MANGROVES*
Due Date July 12, 2019
Month of *6/1/2019* 6/30/2019

Bill To:
City of Boynton Beach
100 e. Boynton Beach Blvd
Boynton Beach, Fl 33425-0310

Service Date- 6/17/19 & 6/18/19
Exterior Prunning of Mangroves

PO#	**190311**	**Areas**	**INCA PONDS**

DESCRIPTION	
INCA Storm Drainage Areas Exterior Selective Prunning	
Prunning (Maintenance) of the mangroves and removal of invasives.up to 25% prunning on the exterior mangroves, (Recommend next prunning the interior & Highth reduction) on the next scheduled service. Johnny Cannon the Certified Abourist (Consultant) was onsite during the service of the Mangroves and removal of invasives. Mr. Cannon Supervised and overseen the Maintenance service this period. We properly pruned the mangroves and removal of invasives within the maintenance areas.	
TOTAL	$ 6,000.00

Make all checks payable to Vincent & Sons Landscaping, Inc
If you have any questions concerning this invoice please contact David Vincent by E-mail
David@vincentandsonslandscaping.com
http://vincentandsonslandscaping.com/

THANK YOU FOR YOUR BUSINESS!

INCA Stormwater Pond Mangrove Trimming

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Accept third quarter report on operations of the Schoolhouse Children's Museum and Learning Center for FY18/19.

EXPLANATION OF REQUEST:
Per the City's Management Agreement with the Schoolhouse Children's Museum on all of its activities, revenues and expenditures at a regularly scheduled Commission meeting.

Report covers April 1, 2019 through June 30, 2019.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? None

FISCAL IMPACT: None

ALTERNATIVES: Do not accept report.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Attachment	3rd Quarter FY18/19 Schoolhouse Museum Report

Schoolhouse Children's
MUSEUM & LEARNING CENTER

Quarterly Report

FY '18/'19

3rd Quarter

General Operations

The third quarter of the fiscal year showed improvement in Program Income and Special events/Fundraiser Income over the previous year. Group Income, Admissions, Party/Facility rentals and Memberships were lower when compared with 3rd quarter '17/'18. These changes were not unexpected considering the Town Square construction surrounding the Museum. Both Gross income and expenses for the quarter were higher primarily due to the fundraiser, which took place on April 11th.

Revenue

Gross revenue for the second quarter of '18/'19 was 15.6% higher than the same period last year. Excluding the City's support, income from operations, including fundraising for FY '18/'19 – Q3 was $132,198 vs $114,362 in FY '17/'18 – Q3.

Expenses

Overall Expenses for the third quarter of '18/'19 were higher by 15.8% when compared to the same period last year, primarily due to expenses related to the spring fundraiser, which did not occur in '17/'18. Expenses for FY '18/'19 – Q3 were $134,156 vs. $115,791 in FY '17/'18 – Q3.

Fiscal year to date, the museum is showing net ordinary income of $5,123 vs ($12,585) in '17/'18.

Programming

In addition to regular educational classes, the following special events and programs took place.

April

- Outreach – Bridges – April 2nd
- Outreach – April 4th
- Earth Day PR Event – April 6th
- Focused Field Trip – April 8th
- Outreach – April 10th
- Schoolhouse Bash – Too Cool for School – April 11th
- Art in Bloom Reception – April 12th
- Art in Bloom – April 13th Focused
- Focused Field Trip – April 15th

- INCA – April 15th
- Outreach – Bridges – April 16th
- Focused Field Trip – April 18th
- Focused Field Trip – April 22nd
- Focused Field Trip – April 25th
- Focused Field Trip – April 29th

May

- Focused Field Trip – May 6th
- Outreach – Bridges – May 7th
- Group Visit – May 9th
- Focused Field Trip - May 13th
- INCA – May 20th
- Focused Field Trip – May 20th
- Outreach – Bridges – May 21st

June

- Focused Field Trip – June 6th
- Focused Field Trip – June 10th
- Outreach – June 12th
- Outreach – June 17th
- Focused Field Trip – June 17th
- Focused Field Trip – June 24th
- Outreach – June 26th

Respectfully submitted,
Suzanne Ross
Executive Director

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Approve utilizing the National JPA Cooperative Contract No. 062117-JCS with Tropicars Golf and Utility Vehicles a authorized Jacobsen distributor for north-central Florida, for the purchase of (1) JacobsenTruckster XD Diesel 4WD; (2) Jacobsen ZT600 60" mowers; (1) Turfco Widespin 1550 Tow-behind Top Dresser; (1) Ryan HD 18" Sod Cutter; and (1) Lely Broadcast Spreader HR for a total purchase price of $52,928.20.

EXPLANATION OF REQUEST:
In order to maintain and present an attractive, well-manicured golf facility to the public, the Golf Course is replacing its older equipment (based on the approved budget) with new equipment.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
Purchasing new equipment will reduce the costs associated with constant repairs and avoid unnecessary equipment downtime, thus improving the ability to maintain and enhance the overall image of the Golf Course.

FISCAL IMPACT: Budgeted This expense has been included in the FY18/19 budget under line item 411-2911-572-64-21.

ALTERNATIVES:
Not purchasing new equipment and continuing to experience high maintenance costs and downtime associated with the older equipment.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Piggy-Back	supporting documentaion

Sourcewell

City of Boynton Beach
100 E Boynton Beach Blvd
Boynton Beach, FL 33435-3899

ID# 21407

Is this your organization?

Great news—your organization is already a Sourcewell member! Using the ID number provided on this page, you can immediately utilize Sourcewell awarded contracts by providing this number to the vendor you wish to purchase from.

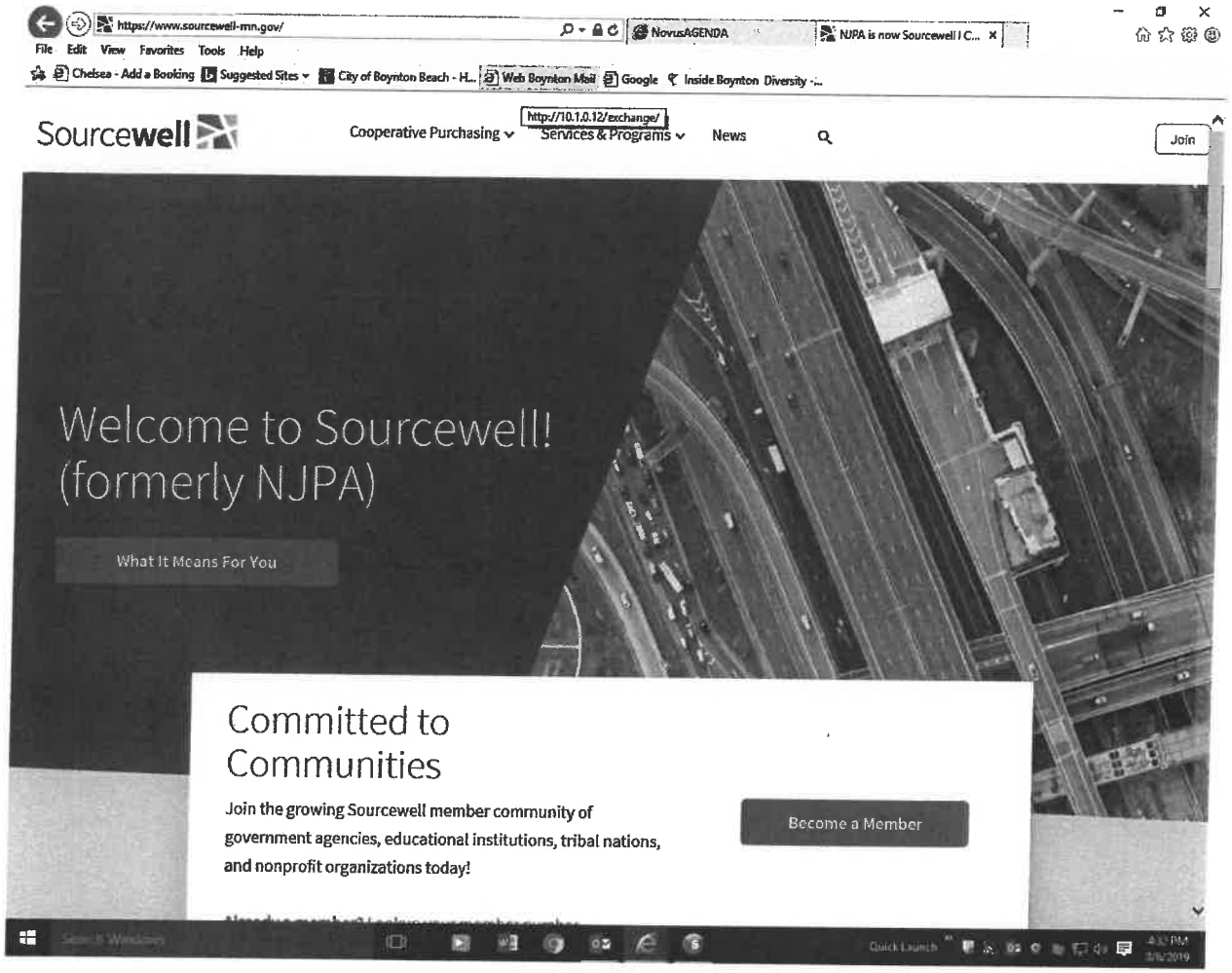
Update your organization's information

Add a contact for your organization

Need help?

Contact our dedicated Membership Team at **membership@sourcewell-mn.gov** or 877-585-9706.

Sourcewell for Vendors →


https://www.sourcewell-mn.gov/
NovusAGENDA
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City of Boynton Beach - H...
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Inside Boynton Diversity -...
Sourcewell
Cooperative Purchasing
http://10.1.0.12/exchange/
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News
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Welcome to Sourcewell!
(formerly NJPA)
What It Means For You
Committed to
Communities
Join the growing Sourcewell member community of government agencies, educational institutions, tribal nations, and nonprofit organizations today!
Become a Member

TEXTRON
SPECIALIZED VEHICLES

January 2019

Dear Textron Golf Customer,

Textron Golf is excited to announce that Tropicars will now support the sales and service of Jacobsen and Cushman products at your facility. Located in Miami, FL, Tropicars has been a Textron Specialized Vehicles distributor for over a decade and has extensive experience working with Jacobsen equipment, Cushman utility products and the golf industry.

We are pleased to introduce you to your new Tropicar contacts for Sales and Service. They will continue to deliver the highest level of customer service and will contact you shortly to learn more about your operation and answer any questions you may have:

Sales Contacts:

TJ Sokolowsky
sales@tropicars-golf.com

Service Contacts:

Nick East
support@tropicars-golf.com

We look forward to continuing our relationship and providing products that exceed your expectations and ensure success for your business.

Sincerely,

Michael R. Parkhurst
Vice President, Golf & Turf North America

1451 Marvin Griffin Road Augusta, GA 30906 Phone 800.241.5855 Fax 706.771.4608

Jacobsen expands the regions of six U.S. distributors

Move designed to strengthen sales and service.

February 7, 2019

Textron Specialized Vehicles announced the expansion of sales-and-service regions for several authorized distributors of Jacobsen professional turf equipment. These expansions leverage the expertise and knowledge of existing Jacobsen distributors.

"The updated regions enable us to optimize and strengthen our ability to support the sales and service of Jacobsen equipment to golf and turf facilities across the United States," said Michael R. Parkhurst, vice president, Golf & Turf at Textron Specialized Vehicles, which designs and manufactures Jacobsen products. "Customers will benefit from the support offered by these distributors, which are highly respected, have a strong knowledge of and affinity for Jacobsen equipment, and consistently deliver exceptional customer service."

The changes are as follows:

- RMT Equipment will add Las Vegas to its territory. RMT Equipment has been a full-service distributor for E-Z-GO, Cushman and Jacobsen equipment for over a decade and has established strong relationships within the golf and turf industries.
- MTE Equipment Solutions will now cover northern New Jersey. MTE is an award-winning supplier of commercial grounds maintenance equipment, and has been the exclusive Jacobsen distributor in the Northeast since 2010, with four full-service locations.
- Tri-State Pump (TSP) will expand its region to cover Georgia and northern Florida. TSP has been an expert in professional turf and irrigation equipment for 25 years, and an exclusive distributor for Jacobsen equipment for 10 years in South Carolina.
- Joe Blair Garden Supply will handle sales and service of Jacobsen equipment to golf facilities in southern Florida. Joe Blair Garden Supply has been a fixture in Southern Florida for more than 75 years, offering an extensive range of equipment, including Jacobsen, focused on the professional turf industry.
- Burris Equipment will add northern Indiana and southwest Michigan to its existing territory of Illinois. Burris has distributed industry-leading brands since 1931, and added Jacobsen to its portfolio in 2003; it offers a complete complement of services, including new equipment sales, rental, parts and service.
- Tropicars Golf and Utility Vehicles will service customers in north-central Florida. Tropicars is an authorized Jacobsen distributor covering the Caribbean, central and South America with an extensive network of sales, parts and technical support.

CITY OF BOYNTON BEACH
REQUEST FOR PURCHASE OVER $10,000

Date: 8/2/2019

Requesting Department: Golf Course **Contact Person:** Glenn Landgraf

Explanation for Purchase:
In order to maintain an attractive, well-manicured golf facility, and as our budget permits, we are replacing our aging equipment with new equipment. This will reduce the costs associated with constant repairs and avoid downtime while the older equipment is being repaired.

Recommended Vendor Tropicars

Dollar Amount of Purchase $52,928.00

Source for Purchase (check and attach backup materials):

Three Written Quotations		GSA	
State Contract		PRIDE/RESPECT	
SNAPS		Sole Source	
Piggy-Back	X	Budgeted Item	
Emergency Purchase		Other	

Contract Number: NJPA Contract # 062117-JCS

NOTE: Pricing proposal for purchase must be presented in the same detail contained within the contract.

Fund Source for Purchase:
411-2911-572-64-21

Approvals:

Department Head	[signature]	Date	8/7/19
Purchasing Agent		Date	
Asst City Manager		Date	
City Manager		Date	

Form Revised 02/01/02

COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #062117
Entitled
GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES

The following advertisement was placed in Oregon's *Daily Journal of Commerce* on May 12, 2017, in Utah's *The Salt Lake Tribune* on May 11, 2017, in *USA Today* on May 11, 2017, and on the NJPA website www.njpacoop.org, Onvia website www.onvia.com, Notice to Bidders website www.noticetobidders.com, PublicPurchase.com, Merx, AAMDC and Biddingo:

> *The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #062117 GROUNDS MAINTENANCE EQUIPMENT, ATTACHMENTS, ACCESSORIES, AND RELATED SERVICES. Details of this RFP are available beginning May 11, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until June 21, 2017 at 4:30 p.m. Central Time at the above address and opened June 22, 2017 at 8:30 a.m. Central Time.*

RFPs were requested by and distributed to:

Alco-Chem, Inc.	Manitou
All Seasons Inc.	Matta LLC
Alliance Material Handling	Midwest Ag Center
Altoz	Midwest Turf
Ariens Company	Morbark
ARPAC Storage Systems	MTD Products Company
Bad Boy Mowers	Multihog
Bandit Industries	MultiOne
BDI	Onvia, Inc.
Bedford Technology	Orkin
Bonnell Industries Inc.	Pace, Inc.
Brown Products	Pavement Technologies International Corp.
Brown's Repair	Penn Equipment
Burke Equipment Company	PMHSI
C&B Operations	Power Distributors
Cherrington Beachcleaners	Power Source Canada
Consolidated Equipment Group	Pyramid Time Systems

Construction Journal	Quick Attach Attachments
Covermaster Inc.	R&R Products
Dawson Manufacturing LLC	RhinoAG
Decker Inc.	Ring-O-Matic
Eager Beaver Trailers	Rotochopper, Inc.
ECHO Inc.	Safety-Kleen Systems, Inc.
eRepublic	Scag Power Equipment - KPM Exceptional LLC
Euclid Infotech	Schiller Grounds Care, Inc.
EV Transportation Services, Inc	Schulte Industries
Exmark Mfg. Co., Inc.	SealMaster
Fecon, Inc.	Site One
FINN Corporation	Sno-Way International Inc.
Flex-O-Lite	Standard Industrial & Automotive Equipment
Forestry Suppliers, Inc.	Stills Power Equipment
G.C. Duke Equipment Ltd.	The Grasshopper Company
GERD Energy Inc.	Thorworks Industries Inc.
Gillespie Outdoor Power Equipment	Tiger Corporation
Gyro-Trac Corporation	Titan LED
Harper Industries, Inc.	Titan Machinery
Henrich Equipment	Toro Company
Holder Tractors Inc.	Towmaster Trailers and Truck Equipment
Hustler Turf Equipment	Trackless Vehicles Ltd.
I-4 Power Equipment	TransAxle
Jacobsen	Turfwerks
John Deere Construction Retail Sales	VariTech Industries Inc.
Kubota	VenTek International
Kut Kwick	Venture Products, Inc.
Land Pride	Vermeer Corporation
Madvac	Woods Equipment

Proposals were opened on June 22, 2017, at the NJPA offices located at 202 12th Street Northeast in Staples, Minnesota 56479, from the following:

Ariens Company
Bandit Industries
Bedford Technologies
Deere & Company
Exmark Manufacturing Company Inc.
Exprolink Inc.
FINN Corporation
Great Plains Mfg. dba Land Pride
Harper Industries, Inc.
Holder Tractors Inc.
Hustler Turf Equipment, Inc.
Jacobsen, A Division of Textron Inc
Kassbohrer All-Terrain Vehicles
Kubota Canada Ltd

Kubota Tractor Corporation
Manitou Americas, Inc.
Morbark, LLC
Multihog Ltd
MultiOne America
Power Distributors, LLC
Power Source Canada
Rhino AG, Inc
Scag Power Equipment
Schulte Industries
The Toro Company
Trackless Vehicles Ltd.
VariTech Industries Inc.
Venture Products, Inc.
Vermeer Corporation

Proposals were reviewed by the Proposal Evaluation Committee:

Chris Robinson, JD, NJPA Procurement Manager
Kim Austin, NJPA Procurement Analyst III
Carol Jackson, Procurement Analyst
Tim Spitzley, NJPA Evaluation Committee Member
Keith Hanson, CPA, NJPA Accounting Manager

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee used the established NJPA RFP evaluation criteria and determined that all proposal responses met Level-One and Level-Two Responsiveness and were evaluated.

Ariens Company is the manufacturer of zero turn mowers, stand-on mowers, walk behind mowers, snow blowers, trimmers and edgers, job site vehicles, and related accessories and attachments, under the Ariens and Gravely brand names. They have a network of more than 3,500 independent dealers and three distribution centers to serve Members in the US and Canada. Ariens offers a considerable discount from suggested list price, with additional volume discounts available.

Bandit Industries manufactures a line of chippers, grinders, and recyclers for tree, brush and stump care. The equipment comes in a variety of sizes, configurations, and both towable and mountable alternatives. Their pricing proposal includes a solid discount off of list price and additional discounts on purchases of 3 or more units. Bandit dealers are located across the US and Canada to serve Member needs.

Deere & Company provides a broad selection of lawn, turf, and vegetation maintenance and snow removal equipment, including lawn and garden tractors with attachments, professional mowing equipment, utility vehicles, compact tractors with attachments, tractor loaders, rotary cutters, golf and turf related equipment and a variety of frontier equipment. They offer discounts from MSRP by product category, with additional multi-unit purchase discounts on many lines. Deere dealers are available to serve Members' needs across the US.

Exmark Manufacturing Company Inc., offers a line of mowers that includes walk-behinds, zero-turn riders, and stand-on units, and turf management tools such as aerators, rotary brooms, spreaders, sprayers and seeders. Sales and

service of their equipment is available through a network of distributors and over 1,500 dealers across the US and Canada. Exmark's pricing provides a significant discount from list pricing on whole goods and accessories and reflects a solid value to Members.

Great Plains Mfg. dba Land Pride, is the manufacturer of attachments for tractors and skid steer equipment such as mowers, seeders, spreaders, snow blowers, buckets and grapples. They have more than 1,700 dealers in their sales and service network across the US and Canada, and a reported parts order fill rate of nearly 98%. Land Pride offers Members a range of discounts of 17-32% off list price.

Hustler Turf Equipment, Inc., provides over 70 models of mowers, with accessories, and a line of utility vehicles, for Members' grounds maintenance needs. Sales and service are offered through over 1,100 dealers and they maintain distributor product and parts warehouses in multiple locations in the US. The Hustler pricing includes significant discounts ranging from 10% to 27% off of MSRP, with free set up and delivery of mowers in the lower 48 US States.

Jacobsen, A Division of Textron Inc., manufactures a full line of maintenance equipment and vehicles for turf and landscaped areas, as well as parking areas, sidewalks, and beach or waterfront areas, with options for gas, diesel, electric and hybrid power sources. They have a broad network of dealers across the US and Canada to meet Member needs. Jacobsen provides a discount from list prices in a range of 23% to 26% on equipment and accessories, with an additional 3.5% volume discount available.

Kubota Tractor Corporation is the US distributor of Kubota products. They offer several styles and series of mowers, tractors, utility vehicles, compact skid steers and compact loaders, with a full complement of attachments and accessories. Kubota offers discounts of 22-24% from published list prices, reflecting a solid value for Members' grounds maintenance needs.

Morbark, LLC, manufactures chippers, grinders, shredders and screens for the processing of trees, brush and stumps. In addition, they offer mini-skid steer equipment under the Boxer brand with a full line of attachments. They maintain a dealer network with over 200 locations in the US, including the ability to serve Members in Alaska, Hawaii and the US Territories, and many dealer locations in Canada. Morbark offers a range of considerable discounts off retail pricing on its line of products.

Power Distributors, LLC, is the exclusive distributor of Briggs & Stratton engines and parts in the US. They manage a network of 13,000 dealers, supported by 5 call centers and 9 distribution warehouses, to offer an inventory value of more than $55 Million, and over 60,000 unique SKUs. In addition to Briggs & Stratton solutions, Power Distributors offers a variety of chain saws, spark plugs, carburetors, walk-behind mowers and related supplies, parts and accessories. The discount schedule of Power Distributors includes a range of 10-20% off MSRP on products, parts, supplies and accessories.

Rhino AG, Inc, is the manufacturer of rotary cutters, rotary flails, tractor mounted rear blades and landscaping equipment. Sales and service are delivered to Members through a network of 1,200 dealers in the US and two Canadian provinces. Rhino offers a range of significant discounts from list pricing that falls within the competitive range.

Schulte Industries provides attachment equipment for both landscaping and snow removal needs. They deliver their solutions through a combination of direct and indirect representatives, as well as a dealer network in the US and Canada. Schulte's pricing schedule is clear and easy to use, and provides a strong discount from list prices.

The Toro Company offers complete lines of mowing equipment, turf maintenance equipment, utility vehicles, snow removal solutions and irrigation products. Their equipment includes technological features that allow for precision performance, fuel efficiency, water conservation, and operator safety and comfort. Toro pricing reflects a strong value to Members, with a range of discounts off MSRP from 20% to 40% based on product line.

Venture Products, Inc., manufactures tractors featuring a center articulating and oscillating frame, along with multiple power options and over 30 different grounds maintenance attachments under the Ventrac brand. The tractor design allows for safe operation in varied conditions, including steep slopes, and provides for multiple potential uses. Ventrac offers a discount of 15% off of MSRP on tractors and attachments.

Vermeer Corporation is the manufacturer of equipment ranging from chippers, cutters and loaders for tree care and landscaping, trenchers and plows for irrigation and other landscaping applications, and grinders, screens, compost turners, and mulchers for forestry or recycling. They have 125 dealership locations across the US and Canada to serve Members' needs. The Vermeer pricing model includes a range of percentages off of list price and a matrix for calculating freight costs by region.

For these reasons, the NJPA Proposal Review Committee recommends award of NJPA Contract #062117 to:

Ariens Company	#062117-ACO
Bandit Industries	#062117-BAN
Deere & Company	#062117-DAC
Exmark Manufacturing Company Inc.	#062117-EXM
Great Plains Mfg. dba Land Pride	#062117-LPI
Hustler Turf Equipment, Inc.	#062117-HTE
Jacobsen, a Division of Textron Inc.	#062117-JCS
Kubota Tractor Corporation	#062117-KBA
Morbark, LLC	#062117-MBI
Power Distributors, LLC	#062117-PWR
Rhino AG, Inc	#062117-RHA
Schulte Industries	#062117-SCI
The Toro Company	#062117-TTC
Venture Products, Inc.	#062117-VPI
Vermeer Corporation	#062117-VRM

The preceding recommendations were approved on August 16, 2017:

Chris Robinson, JD, NJPA Procurement Manager

Kim Austin, NJPA Procurement Analyst III

Carol Jackson, NJPA Procurement Analyst III

Tim Spitzley, NJPA Evaluation Committee Member

Keith Hanson, CPA, NJPA Accounting Manager

FORM E
CONTRACT ACCEPTANCE AND AWARD

(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

NJPA Contract #: 062117-JCS
Proposer's full legal name: Jacobsen, A Division of Textron Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be August 18, 2017 and will expire on August 18, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:

NJPA DIRECTOR OF COOPERATIVE CONTRACTS AND PROCUREMENT/CEO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on August 17, 2017

NJPA Contract # 062117-JCS

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Jacobsen, a Division of Textron Inc

Authorized Signatory's Title Director of Channel Development

VENDOR AUTHORIZED SIGNATURE

Gina Putnam
(NAME PRINTED OR TYPED)

Executed on Aug. 18, 2017

NJPA Contract # 062117-JCS

Model No.	Description	NJPA Price	List Price USD
	Zero Turn Mowers		
(Not CE Compliant)			
ZT400 Series	**ZT400 Series mowers feature standard Parker® HTE transmissions, inCommand™ console with "soft start" clutch, maintenance free deck spindles, a Class 1 hitch, and foldable ROPs.**		
(N) 099099-ZT42248KW	22 hp Kawasaki FS, 48" Deck - **HOT PRODUCT PRICING**	$5,643.79	$7,949.00
(N) 099099-ZT42554BR	25 hp B&S, 54" Deck *(2017 model year; limited availability)* - ***HOT PRODUCT PRICING***	$5,324.29	$7,499.00
(N) 099099-ZT42560BR	25 hp B&S, 60" Deck *(2017 model year; limited availability)* - ***HOT PRODUCT PRICING***	$5,466.29	$7,699.00
(N) 099099-ZT42454KW	24 hp Kawasaki FS, 54" Deck - **HOT PRODUCT PRICING**	$5,998.79	$8,449.00
(N) 099099-ZT42460KW	24 hp Kawasaki FS, 60" Deck - **HOT PRODUCT PRICING**	$6,069.79	$8,549.00
	Accessories		
902985	Kit-Striping (All Models)	$67.12	$83.90
(N) 30227-50E	Blade-Twist, 17.000" (48" Deck)	$10.35	$12.94
(N) 301245E	Blade-Twist, 19.000" (54" Deck)	$16.27	$20.34
(N) 30227-60E	Blade-Twist, 20.500" (60" Deck)	$12.46	$15.58
(N) 4385107	Kit-Mulching, 48"	$161.76	$202.20
(N) 4385108	Kit-Mulching, 54"	$197.57	$246.96
(N) 4382370	Kit-Mulching, 60"	$197.35	$246.69
(N) 4389469	Kit-OCDC 48"	$176.42	$220.52
(N) 4389471	Kit-OCDC 54"	$176.90	$221.12
(N) 4389473	Kit-OCDC 60"	$177.13	$221.41
(N) 4369086	Kit-Springer Fork (Set of 2) (All Models)	$296.95	$371.19
(N) 402091	Asm-Comp. Front Wheel, 13x6.5-6, Straight, Semi-Pneumatic (All Models)	$95.30	$119.13
(N) 4385667	Kit-Trash Container (All Models)	$154.80	$193.50
(N) 4369190	Kit-Hitch (All Models)	$46.47	$58.09
(N) 4366006	Klit-Electric Deck Lift (All Models)	$362.01	$452.51
(N) 4382367	Kit-Light (All Models)	$104.18	$130.23
(N) 4385109	Kit-Suspension Seat (All Models)	$574.06	$717.58
(N) 4393028	Kit-Height Of Cut Reinforcement (All Models)	$21.02	$26.28
ZT600 Series	**ZT600 Series mowers feature standard Parker® HTJ transmissions, inCommand™ console with "soft start" clutch, maintenance free deck spindles, Class 1 hitch, foldable ROPs, and branded suspension seat.**		
(N) 099099-ZT62248KW	22 hp Kawasaki FX, 48" Deck - **HOT PRODUCT PRICING**	$6,424.79	$9,049.00
(N) 099099-ZT62454KW	23.5 hp Kawasaki FX, 54" Deck - **HOT PRODUCT PRICING**	$6,673.29	$9,399.00
(N) 099099-ZT62460KW	23.5hp Kawasaki FX, 60" Deck - **HOT PRODUCT PRICING**	$6,850.79	$9,649.00
(N) 099099-ZT62548KOE	25 hp Kohler EFI, 48" Deck - **HOT PRODUCT PRICING**	$6,318.29	$8,899.00
(N) 099099-ZT62554KOE	25 hp Kohler EFI, 54" Deck - **HOT PRODUCT PRICING**	$6,673.29	$9,399.00
(N) 099099-ZT62560KOE	25 hp Kohler EFI, 60" Deck - **HOT PRODUCT PRICING**	$6,744.29	$9,499.00
(N) 099099-ZT62548KOECA	25 hp Kohler EFI, 48" Deck (CARB Compliant) - **HOT PRODUCT PRICING**	$6,389.29	$8,999.00
(N) 099099-ZT62554KOECA	25 hp Kohler EFI, 54" Deck (CARB Compliant) - **HOT PRODUCT PRICING**	$6,744.29	$9,499.00
(N) 099099-ZT62560KOECA	25 hp Kohler EFI, 60" Deck (CARB Compliant) - **HOT PRODUCT PRICING**	$6,815.29	$9,599.00
	Accessories		
(N) 902985	Kit-Striping (All Models)	$67.12	$83.90
(N) 30227-50E	Blade-Twist, 17.000" (48" Deck)	$10.35	$12.94
(N) 301245E	Blade-Twist, 19.000" (54" Deck)	$16.27	$20.34
(N) 30227-60E	Blade-Twist, 20.500" (60" Deck)	$12.46	$15.58
(N) 4385107	Kit-Mulching, 48"	$161.76	$202.20
(N) 4385108	Kit-Mulching, 54"	$197.57	$246.96
(N) 4382370	Kit-Mulching, 60"	$197.35	$246.69
(N) 4389469	Kit-OCDC 48"	$176.42	$220.52
(N) 4389471	Kit-OCDC 54"	$176.90	$221.12
(N) 4389473	Kit-OCDC 60"	$177.13	$221.41
(N) 4369086	Kit-Springer Fork (Set of 2) (All Models)	$296.95	$371.19
(N) 402091	Asm-Comp. Front Wheel, 13x6.5-6, Straight, Semi-Pneumatic (All Models)	$95.30	$119.13
(N) 4385667	Kit-Trash Container (All Models)	$154.80	$193.50
(N) 4369190	Kit-Hitch (All Models)	$46.47	$58.09
(N) 4366006	Klit-Electric Deck Lift (All Models)	$362.01	$452.51
(N) 4382367	Kit-Light (All Models)	$104.18	$130.23
(N) 4393028	Kit-Height Of Cut Reinforcement (All Models)	$21.02	$26.28

Utility Vehicles and Sprayers

CUSHMAN TRUCKSTER XD — All Truckster XD models feature liquid-cooled engine, five speed transmission, 2-speed rear axle, electronic locking differential, four wheel disk brakes, hydraulic steering, hydraulic powered dump, 2-post ROPS, adjustable bucket seat, seat belt, head lights, horn, phone/cup holder, 12V power plug outlet, and 4-ply turf tread rear tires.

Model No.	Description	Sourcewell Pricing	List Price USD
Base Models Gas			
666485G01	Truckster XD - Gas with Manual Transmission, 2WD, & premium operator seat	$20,162.00	$27,245.00
666486G01	Truckster XD - Gas with Manual Transmission, 4WD, & premium operator seat	$24,545.00	$33,168.00
Base Models Diesel			
666489G01	Truckster XD - Diesel with Manual Transmission, 2WD, & premium operator seat	$20,553.00	$27,773.00
666490G01	Truckster XD - Diesel with Manual Transmission, 4WD, & premium operator seat	$24,936.00	$33,696.00
Base Model Options (Factory Installed)			
671472G79	Color option - Jacobsen orange hood (all fenders are black)		$0.00
671472G37	Color option - Cushman green hood (all fenders are black)		$0.00
4317494	4 Post ROPS	$320.00	$432.00
4364966	Auxiliary Hi/Lo Hydraulics with remote ports	$1,318.00	$1,780.00
4300891	66" Heavy Duty Box and Tailgate	$1,905.00	$2,574.00
4294631	Hitch, 2" Receiver	$234.00	$315.00
4325570	Hydraulic PTO (requires Auxiliary Hi/Lo Hydraulics)	$927.00	$1,252.00
4320507	Throttle and speed control - Gas	$435.00	$587.00
4320506	Throttle and speed control - Diesel	$213.00	$287.00
4341477	Cab only (includes 4 post ROPS, canopy, front and rear windows, front wiper, dome light and head liner) Not compatible with Core Harvester	$2,846.00	$3,845.00
4341478	Doors - requires cab PN 4341477	$2,579.00	$3,484.49
4325730	Heater Defroster	$915.00	$1,236.00
4325578	All function wire harness (required for pin mount sprayers)	$562.00	$759.00
Accessories (Dealer Installed)			
4338307	Hitch, receiver style	$386.00	$521.00
4318046	Drawbar (male insert only)	$43.00	$58.00
4338589	Throttle control / governor - Gas only	$435.00	$587.00
4338466	Throttle control / governor - Diesel only	$325.00	$438.00
4311776	Bulk Storage area	$190.00	$256.00
4337867	Box and tailgate assembly, 66", quick disconnect	$2,027.00	$2,738.00
4338470	Hydraulics, high/low kit (Serial number 1650 - 2499)	$1,934.00	$2,613.00
4365326	Hydraulics, high/low kit (Serial number 2500 -)	$1,934.00	$2,613.00
4387526	External hydraulic lift/lower kit	$168.00	$227.00
4338686	Seat, premium (operator or passenger)	$432.00	$583.00
4344486	5th gear lockout	$63.00	$85.00
4338587	Turn signals	$211.00	$284.00
4336726	Alarm, back-up kit, variable pitch	$191.00	$258.00
4329826	4 Post ROPS kit	$513.00	$693.00
4348346	Mirrors, outside (left and right) Fits 4 Post ROPS or Cab	$236.00	$318.00
4310834	Auto Tailgate	$361.00	$487.00
4336047	Vicon Spreader (Truckster XD) requires Mounting kit 4311773)	$6,000.00	$8,108.00
4311773	Vicon Mounting Kit (Truckster XD)	$703.00	$950.00
4336048	Vicon Retro fit kit - mounts PN 2701600 to Truckster XD includes all hydraulic components (Requires Vicon Mounting kit 4311773)	$1,144.00	$1,545.00
4309575	Top Dresser 1500 (Truckster XD) Requires Mounting kit (4347366)	$6,501.00	$8,785.00

Tropicars
13691 SW 145 CT
Miami, FL 33186
USA
Ph: (305) 235-5454, Fax: (305) 232-1360
support@tropicars-golf.com

Pro-Forma Invoice

Quote #: TEN4251
Date: 8/6/2019
Time: 4:36:59 PM
# of Items: 6
Page: 1
Prepared By: RYAN POWEL

To:
LINKS AT BOYNTON BEACH
8020 JOG RD.
BOYNTON BEACH, FL 33472
USA

Ship To:
LINKS AT BOYNTON BEACH
8020 JOG RD.
BOYNTON BEACH, FL 33472
USA

Quote Date: 8/6/2019
Code: 70004156
Ref #:
Site:
Terms: PREPAID
Phone #:
Contact:
Email:
Fax #:

The following is in response to your Request For Quote

Item	Part Number/Description	CD	Qty	Unit Price	Line Amt
8	85829 TURFCO WIDESPIN 1550,TOP DRESSER-TO W BEHIND(MANUAL Delivery Terms: TBD List Price : $14,736	NE	1	$11,053.00EA	$11,053.00
10	544853G RYAN 544853G HEAVY DUTY SODCUTTER HONDA 16" Delivery Terms: TBD List Price : $13,222	NE	1	$10,000.00EA	$10,000.00
12	LELYHR LELY BROADCAST SPREADER HR Delivery Terms: TBD List Price: $3,815	NE	1	$2,915.00EA	$2,915.00
14	ZT600 ZT600 23.5HP Kawasaki FX, 60" Deck Delivery Terms: TBD List Price: $9,649	NE	2	$5,480.00EA	$10,960.00
16	J-666489G01 TRUCKSTER XD-DIESEL 2WD, MANU AL TRANSMISSION Delivery Terms: TBD List Price: $27,773	NE	1	$16,500.00EA	$16,500.00
17	FREIGHTCSA VEH CSA NON FLEET SALE FRT		1	$1,500.00	$1,500.00

Sub Total:	$51,428.00
Misc Charge:	$0.00
Freight:	$1,500.00
Total:	$52,928.00
	Payable in USD

Authorized Signature:

Form created with Quantum Control(tm) technology. Product Licensed to: Tropicars

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
Approve the minutes from City Commission meeting held on August 6, 2019.

EXPLANATION OF REQUEST:
The City Commission met on August 6, 2019 and minutes were prepared from the notes taken at the meeting. The Florida Statutes provide that minutes of all Commission meetings be prepared, approved and maintained in the records of the City of Boynton Beach.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? A record of the actions taken by the City Commission will be maintained as a permanent record.

FISCAL IMPACT: Non-budgeted N/A

ALTERNATIVES: Do not approve the minutes

STRATEGIC PLAN: Building Wealth in the Community

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Minutes	Minutes 08-06-19

Minutes of the Regular City Commission Meeting
Held on Tuesday, August 6, 2019, at 6:30 P.M. at the
Intracoastal Park Clubhouse, 2240 N. Federal Highway
Boynton Beach, Florida

Present:

Steven B. Grant, Mayor
Justin Katz, Vice Mayor
Mack McCray, Commissioner
Christina Romelus, Commissioner
Ty Penserga, Commissioner

Lori LaVerriere, City Manager
James Cherof, City Attorney
Queenester Nieves, Deputy City Clerk

1. Openings

A. Call to Order - Mayor Steven B. Grant

Mayor Grant called the meeting to order at 6:31 p.m.

Invocation - Pastor Alex Cericola, Healing for the Nation

Pastor Cericola gave the invocation.

Pledge of Allegiance to the Flag led by Commissioner McCray

Roll Call

Deputy City Clerk Nieves called the roll. All present.

Agenda Approval:

1. Additions, Deletions, Corrections

Mayor Grant requested newly hired employees be introduced under 3 D. Commissioner McCray added a request for Community Support Funds before the Consent Agenda. Commissioner Penserga added a Palm Beach County Behavioral Health Coalition presentation by Alexa Lee and Chekuba Thukwuma to Announcements and Presentations. Commissioner Romelus requested removing Item 12 B, as the removal of term limits is not what was sought. She wanted to sit with the City Attorney for clarification on what the agenda item should be.

Mayor Grant confirmed anything related to it would need be reapproved to be put back on the agenda in the future. Vice Mayor Katz expressed concern a different version of

the item to automatically come back. Commissioner Romelus repeated she wanted to sit down with the Attorney and she would like to bring it back up, but not in its current form. Attorney Cherof suggested moving the item to a Future Agenda Item. There was further brief discussion on the item. Commissioner Romelus was fine moving it to a Future Agenda Item. Vice Mayor Katz commented he received several emails about the item and he did not know anyone was present to speak to it. Commissioner McCray agreed. Mayor Grant commented he had a request to take it off the agenda and requested a motion and second for item 12 B.

Motion

Commissioner Romelus motioned to move the item to Future Agenda. The motion died for a lack of a second. .

Commissioner McCray wanted a discussion about what occurred in Ohio and Texas and what protections City employees have when citizens threaten employees and elected officials. They should be treated like employees and human beings. He asked if there was something in place or someone to go to and if not, to put something in place. There was agreement to add a discussion about Active Shooters to New Business.

Motion

Commissioner McCray so moved. Vice Mayor Katz seconded the motion. The motion unanimously passed.

2. Adoption

Motion

Commissioner McCray moved to approve the Agenda as amended. Commissioner Penserga seconded the motion. The motion unanimously passed.

2. Other

A. Informational items by Members of the City Commission

Mayor Grant was unable to attend the last City Commission meeting and the Budget Hearings, but heard Vice Mayor Katz did great job running the meetings. When in Italy, he went to Farindola on the 8th and 10th of July. On July 25th, he attended the Electric Bus demonstration at Palm Tran headquarters. He attended a Palm Tran Service Board meeting and Painting with a Twist's Third Anniversary. He attended and commended the Fire Department's Explorers Open House. He spoke with the firefighter running the program and he is providing youth career education and training. On the 29th, Mayor Grant attended the Sister Cities meeting and was asked to judge the Carolina Ale House's Chicken Wing eating contest. The Ale House then advised him they had enough judges

and asked if he wanted to participate in the contest, which he did and won. On August 1st, he attended a Police presentation made by Chief Gregory to provide service to Briny Breezes. The City did not get the contract, but believed the City was better off. He attended the Congress Middle School Jamboree and the St. John Missionary Baptist Church (SJMBC) for the Pathways to Prosperity (P2P) Back to School Bash, the mall for the opening of Boynton Beach Marketplace, and Metro PCS' Backpack Giveaway.

Commissioner Penserga had no disclosures.

Commissioner Romelus traveled to a Sister Cities Conference in Houston, Texas and was enlightened. She met officials from all over the U.S. and the world and there was discussions about trade, cultural, and policy exchanges. She spoke with Chief Gregory about safety and cameras in high crime areas and neighborhoods. George W. Bush was at the conference. He supports the Sister Cities program and initiatives where cities can interact with each other without federal or international channels. Her goal was to have an opportunity to highlight the relationships that are possible and take advantage of partnerships around the world. She wanted to continue the exchanges and show what Boynton Beach has to offer. She noted the 50th Anniversary of the Apollo 11 Lunar Landing.

Commissioner McCray attended the opening session of the Florida East Coast Baptist Association Congress of Christian Education at the St. John Missionary Baptist Church. He praised Community Standards and Harry Woodworth from INCA about the car wash on Federal Highway that will be cleaned up. As of last night, there was a fence around the property. He praised the Boynton Beach Fire Department as at 5:30 a.m., his niece alerted him that the air conditioner was on fire. They got a chance to witness what the fire department does. He watched them on ladders above the flames and their lives were in danger. As a concerned citizen, he thanked them for keeping the citizens safe and evacuating nearby residents. The equipment requested by the Department was well worth it.

Vice Mayor Katz attended a Quantum Park Property Owners Association meeting a week ago.

3. Announcements, Community and Special Events and Presentations

A. Dorothy Jacks, PBC Property Appraiser to address the Commission

Dorothy Jacks, Palm Beach County Property Appraiser, advised the City Manager requested she come and discuss trends in Palm Beach County and how property values impact Boynton Beach. Ms. Jacks explained Palm Beach County is growing, and is the third most valuable County in Florida and third in size. The County's market value is $276B. The taxable value is almost $200B. There was new construction county-wide of over $2B. Each year, new construction is recalculated based on the prior year's construction. Overall, there was an increase of 5.7%. Boynton Beach's market value is

$8.9B. The taxable value is $6.2B. New construction was $93M and there was a taxable increase of 7.44%, surpassing the County's average. The City's parcel count is 33K. Tangible accounts are business and personal property, which are taxable. Boynton has a number of registered businesses. Parcel count wise, Boynton Beach is the third largest City in the County, slightly ahead of Delray Beach and is in the top 10 cities, value-wise, in the County.

Ms. Jack explained where value goes from market value to taxable value the City collects and noting the Save our Homes, Homestead Exemptions and non-homestead homes.

The Property Appraiser now takes out exemptions, which are different than assessment reductions and the exemptions are then counted out. Homestead Exemptions are the biggest exemption. There is an additional homestead for low-income seniors for those that qualify. The Tangible Personal Property Exemption, exempts the first $25K of every business account. Other exemptions were very small. Ms. Jacks reviewed the demographic makeup of the City. In market values, residential is higher, but for taxable values, commercial property had the higher component.

Ms. Jacks saw a steady increase in value of about 6% in the County, which was that way for the last three years. Apartment complexes are very popular and was where a lot of investment dollars are going. Twenty apartment complexes were added this year and 10 to 15 were anticipated to occur next year. Fast food restaurants had many renovations and last year the trend was improvements in gas stations and convenience stores. Downtown cores are hot. Hotels were experiencing the best business economy since the 1960's. Twenty hotels were added in the last two years, and there were industrial sector booms. Warehousing was doing well. The Property Appraiser's Office is changing their tax notice and the new notice will be mailed in the next few weeks. It is one sheet of paper with taxing authority information on one side and market value and all else taxpayers need to know about values, benefits, Save our Homes and Homesteads on the other.

Mayor Grant thanked Ms. Jack's for coming. Vice Mayor Katz also thanked her attending and advised residents are interested in property tax information.

B. Announce the following September 2019 meetings:

Mayor Grant announced the following meetings:

> September 3rd Commission Meeting moved to Thursday, September 5th at 6:30 p.m. at Intracoastal Park Clubhouse to hold First Public Budget Workshop for FY 19/20 budget.
>
> Special Commission meeting on Tuesday, September 10, 2019 at 6:00 p.m. at Intracoastal Park Clubhouse to adopt Final Fire Assessment for FY 19/20. This meeting will be held immediately before the CRA meeting.

Regular Commission Meeting on Tuesday, September 17, 2019 at 6:30 p.m. at the Intracoastal Park Clubhouse.

C. Proclaim the month of August 2019 as Florida Water Professionals Month.

(Commissioner Romelus left the dais at 7:03 p.m.)

Mayor Grant read the proclamation acknowledging August as Florida Water Professionals Month. Present to accept the award was Joe Paterniti, Utilities Department. Mr. Paterniti accepted the proclamation on behalf of the 130 employees of the Department.

(Commissioner Romelus returned to the dais at 7:05 p.m.)

Mayor Grant thanked the Department as there was no flooding in the City with the amount of rain received recently.

D. Introduction of New City Employees.

Lori LaVerriere, City Manager, introduced Crystal Gibson, the new City Clerk and Adam Temple, Community Standards Director. Ms. Gibson handled Community Standards for Palm Beach Gardens and has prior experience as a City Clerk. She has a Master's Degree in Public Administration and is a Master Municipal Clerk.

Ms. Gibson announced she was looking forward to working with everyone in the Clerk's Office. Boynton Beach is a beautiful city and is close to home. She looked forward to serving the City Commission. Commissioner McCray welcomed her.

Ms. LaVerriere advised Adam Temple, the new Community Standards Director, comes from Doral Florida. He has a Master's Degree in Business Administration. He has been with Doral since it began as a city and he grew the Community Standards Division from the ground up. He has also served in the Navy. Mr. Temple thanked all for the opportunity to join the City. He was born in Boynton Beach, at Bethesda Hospital East and lived near Park Vista High School. He was excited to get to work in the City where he was born. Commissioner McCray noted Karen Proto is a new Community Standards Officer and she was doing a great job.

Ms. LaVerriere thanked Deputy City Clerk Queenester Nieves for managing the Clerk's Office and Vestiguerne Pierre for managing Community Standards.

E. PBC Behavioral Health Coalition.

Alexa Lee, Palm Beach County Behavioral Health Coalition thanked the Commission for inviting them to speak on behalf of the Coalition. They just changed their name to encompass the services they offer. The organization started in the 80's to cover underage drinking and has expanded to all substance awareness. They were formerly known as

the Palm Beach County Substance Awareness Coalition. They currently address substance prevention, HIV education and prevention, and Mental Health First Aid Classes. They seek to break the stigma of mental health and substance abuse. They provide training education and advocacy in the community and have a stellar Teen Coalition in Action program. They use a strategic, evidence based and numbers-driven approach.

Chekuba Thukwuma, Secretary for the Team Coalition in Action, works with the Palm Beach County Behavioral Health Coalition. Their goal is to help all understand the purpose of the Point of Purchase Ordinance is to ensure any establishment in Boynton Beach that sells alcohol, including convenience stores, bars, restaurants and hotel bars, has a sign that states the law regarding the sale of alcohol to minors. Alcohol is related to many causes of death including poisoning, drowning, suicide and homicide. The Coalition hosts compliance checks, which is when a member of the Coalition rides with the Police Department to locations that sell alcohol. The Coalition goes to the counter and ask to purchase alcohol. Often, the establishment sells it to them without requesting identification. This Ordinance will help them understand the severity of underage drinking and help make the community safer. The poster they have is the size of a standard sheet of paper with numbers to call to report people who sell alcohol to someone under 21 and it contains the penalties for breaking the law.

Commissioner Penserga asked what other cities are adopting the Ordinance and about the success rate. Ms. Chukwuma explained the Ordinance was adopted by Greenacres, West Palm Beach, and unincorporated Palm Beach County. They receive calls to report people who have broken the law. The compliance has metric measures. It is relatively new for Boynton Beach. Mayor Grant queried if the Ordinance have a penalty if a business does not have the sign Ms. Lee explained the Ordinance is not penalty based and is geared for compliance with the law. It also builds a village. Palm Beach County has over 3,000 alcohol outlets and only about 4% are checked each year. If a compliance check was done, whatever laws that are in existence would apply. If a business is checked and passed, the Coalition sends them a letter. If they fail, they offer an online training. Mayor Grant thought, since Boynton Beach has breweries, everyone should be responsible when they drink. The Ordinance would not restrict selling alcohol.

Mayor Grant wanted an Ordinance on a future agenda. Vice Mayor Katz requested the Ordinance be moved to the second meeting in September.

Motion

Commissioner Penserga moved to direct staff to bring forward an Ordinance as described by the speakers at the second meeting in September. Mayor Grant commented the Boynton Beach Mental Health Committee recently printed door hangers, so if anyone needed mental health awareness assistance, the information is there. There are also flyers next to the agenda. Attorney Cherof had a draft ordinance to work from. Commissioner McCray seconded the motion. The motion unanimously passed.

4. Public Audience

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

Susan Ross, Schoolhouse Children's Museum, announced summer season is ending. The Town Square has affected memberships, birthday party bookings, and group visits. Access, parking due to construction and no outside play areas are the two major hurdles. In June and July, the Museum averaged 7% more general visits. It means the Museum, by paying close attention to expenses, was holding its own and was ending the third quarter in the black. The fourth quarter, with Ocean Avenue closed, is typically the slower season, although today they were very busy. Despite construction, the Museum drew 20,845 people to the Downtown since January and as always, they are ambassadors for the Downtown. She invited all to come play at the Museum. In response to a question, guests pay $5 admission per person.

Dr. Stephanie Hayden-Adeyemo, 2181 SW 15th Avenue, Condo N102, Boynton Beach, Vice Chair of the Library Board was asked to inquire where the funds from the clothing donation bins go and inquired about the amphitheater at Sara Sims Park. She saw the post by the CRA talking about the Amphitheater that was recently placed on a low-level concrete slab and asked if it was the finished product. She went to the internet and found the stage was a certain distance from the floor and thought the park was being constructed on a layaway basis. Other parks have renovations. Ms. LaVerriere explained if the City received any funds from the clothing donations, they would go to the General Fund, and the City Commission can decide where to appropriate the funds.

Dave Beasley, 190 South Blvd., Apt. B, wrote a letter to the Commission about the Building Department and its bad reputation. He thought Mike Rumpf and the Planning Department were great, but the Building Department was inconsistent. If he did submitted the same room addition 10 times, he would get 10 sets of comments when the Code does not change. He noted some plan reviewers are subbed out and if he has a question on a comment, the reviewer is not there to answer the question. Some of the comments are so miniscule, it is hard to find it. The intent of his letter was to improve the Building Department. The comments cited the Code. He does not encounter these issues in Delray, the County or in Greenacres. It is only in Boynton and Boynton has the worse reputation among the contractors he has worked with for 40 years.

Harry Woodworth, 685 NE 15th Place, thanked Mr. Temple and Ms. Gibson and advised Mr. Temple and INCA will be friends. He like the new sound system in the Commission Chamber. He recognized Commissioner McCray for mentioning the issue with the car wash, but thought the heavy lifting was done by the City Manager and Community Standards. He announced the issue was getting better.

Tory Orr, 207 NE 17th Avenue, Boynton Strong, appreciated the assistance from the City and its employees for helping them with their school supply drive for back to school. School supplies will be available the next day at the Carolyn Sims Center and the Ezell Hester Center. Commissioner McCray thanked Boynton Strong for their positive activities.

Rae Whitely, 223 NE 12th Avenue, representing Healing Hands Ministry in Boynton Beach liked the City's outreach. He was aware the amphitheater was going to go to Sara Sims Park, but did not know it would look like it would. It was a good idea to recycle the amphitheater, but now it has to be reflective of Boynton Beach. Compared to Ocean Avenue, the amphitheater was a disservice to District II. He hoped all would do the right thing.

Mayor Grant saw an amphitheater in Italy, and advised amphitheaters there look very different than what was on Ocean Avenue. He spoke with Mr. Groff and there are Americans with Disability Act requirements for the type of amphitheater dealing with square footage and seats available. An amphitheater in a neighborhood park is not meant to be the big amphitheater that was on Ocean Avenue. He advised there used to be parties at Sara Sims. The amphitheater there will still have the same amount of wattage and residents can still have family parties, but it is supposed to be a family park, not a festival center. The City Center Amphitheater can hold the amount of people that attend a concert, but it is not located next to residential homes. The City, CRA, and staff are doing their best to ensure all are pleased with the future outcome, but they do not want an amphitheater for large celebrations in a residential neighborhood. Mr. Whitely explained perception is reality and hoped all would do the right thing.

Commissioner Romelus would like staff to inform the City Commission about the final vision. She understood the resident's concerns they are receiving a downsized version of the amphitheater. She wanted to know what plans they had for the future along with cost estimates of what could be done in regard to what residents were expecting.

Commissioner McCray thought the City Commission needed to consider the use of the amphitheater on Ocean Avenue as it was not used that much. He requested staff report how many events took place at the amphitheater on Ocean. Commissioner McCray lives near Sara Sims Park and pointed out even without the amphitheater, residents had to put up with noise. He did not want his quality of life interfered with.

Vice Mayor Katz praised staff and the City Manager as through cost savings in the project, thousands were allocated to move and place the amphitheater canopy in Sara Sims Park, which was not anticipated. The CRA staff appropriated an additional $40K to ensure it would look nice. It was the creativity of staff to install the addition and when the park opens, the community will be satisfied and have the ability to have small performances.

Dr. Piotr Blass explained the City is in magnificent shape excluding, District II, which needs a lot of attention. He feels only law enforcement should have weapons in the City

and noted the violence that occurred in El Paso and Ohio. He is running for Mayor and advised the City is sitting on an enormous amount of energy in the Gulf Stream. Dania Beach tested and Lake Worth is attempting to put turbines at the bottom of the ocean to generate massive amounts of energy. Since he is considered one of the inventors of the World Wide Web, in three years, he is being considered for the Secretary General's position for the United Nations position as it will be available and as a dual citizen he is eligible to run. He has been making contacts. At home, the Mayors vision of a small quiet fishing town appealed to him more and more. As for the University of Boynton, he still does not have a building, but he has over 100 students.

Minister Bernard Wright, 713 NW 2nd Street, President of Bernard Wright Ministries, noted before Vice Mayor Katz and Commissioner Romelus were elected, he had been advocating for a water park for years and was told they could not get one due to management and other issues, but the amphitheater was part of the discussion. He advocated for it for years and finally got the amphitheater and thought they could generate funds for concerts and things of that nature. He advised it is in the minutes and the Commission knew the community wanted an amphitheater. He did not want the City to use the ADA requirements to prevent them putting it there. He commented it was concrete and the park cost $1.7M. He loves the park and is running for the City Commission District II. He asserted Commissioner McCray knew about the amphitheater and felt the District was always being disenfranchised. He contended the amphitheater for the Town Square was white town and an amphitheater at Sara Sims Park was a historic area that would serve the neighborhood well. He felt it was racism and District II gets less not the best. An amphitheater was not a fancy pavilion. Minister Wright contended it is a great park, but they want to generate revenue in the community. They want a concert and individuals do not want to perform on the ground; they want a stage. He hoped the City Commission would do the right thing and give them the entire amphitheater and not half of it.

No one else coming forward, Public Audience was closed.

5. Administrative

A. Appoint eligible members of the community to serve in vacant positions on City advisory boards.

Motion

Vice Mayor Katz nominated Joshua Van Lueten to the Recreation and Parks Advisory Board. The motion unanimously passed.

B. Community Support Funds.

Commissioner McCray offered a disclaimer advising this conference is being held at the St. John Missionary Baptist Church (SJMBC), where he is a member, but it has nothing

to do with the Church; it has to do with all of the youth in the community of the City. He was aware the National Night Out was cancelled and he thanked the youth present to let them know what they were doing in the City. He noted Ms. Levers was a graduate of Florida State. Lynne Leverette explained the Church always wanted outreach to engage students in programs that help and assist. She advised this was the first conference they reached outside the Palm Beach County area and they advertised in West Palm Beach, Lake Worth, Delray and Boynton Beach to bring at-risk youth together. They had discussed leadership, financial empowerment, and social justice as they believe the YZ generation are the ones that speak out. The goal is to listen to concerns and from the youth conference, discuss what they are concerned about and build foundations and programs in the community to help students in the community and surrounding areas.

The following youth spoke on behalf of the program:

- Sarah Thurston
- Tristen Ford
- Tamarra Johnson

Commissioner McCray commented this was presented to the City Manager who stated the City did not have funds for the program, but Discretionary Funds could be used. Commissioner McCray had $1,000 left to invest in the present and future of the City. He requested the Police and Fire Chiefs contact this group.

Motion

Commissioner McCray moved to approve the $1,000 donation. Commissioner Penserga seconded the motion. The motion unanimously passed.

6. Consent Agenda

Matters in this section of the Agenda are proposed and recommended by the City Manager for "Consent Agenda" approval of the action indicated in each item, with all of the accompanying material to become a part of the Public Record and subject to staff comments

A. **Proposed Resolution No. R19-079** - Assess the cost of nuisance abatement on properties within the City of Boynton Beach.

B. **Proposed Resolution No. R19-080** - Approve and authorize the Mayor to sign the Lease Agreement between the City and Yachtsmans Properties to allow the Police Department's Neighborhood Officer Program and Crime Prevention to occupy Unit 12 of Ocean Palm Plaza, 1550 North Federal Highway for a fixed annual rent of $1 plus an estimated $578 per month operating expenses.

C. **Proposed Resolution No. R19-081** - Approve the ranking as recommended by the Selection Committee and authorize the City Manager to sign agreements with the four (4) top ranked proposers: Johnson-Davis, Inc.; Centerline Utilities, Inc.; Gianetti Contracting Corporation; and Florida Design Drilling Corporation in order to establish a pre-qualified list of vendors in accordance with Request for Qualifications (RFQ) No. 028-2821-19/MFD "Pre-Qualification of Contractors for Minor Utility Construction Services" for utility projects up to $300,000, individual projects not exceeding $75,000 will be awarded by the City Manager and projects exceeding $75,000 will be brought back to commission for award.

D. **Proposed Resolution No. R19- 082** - Adopt the City of Boynton Beach's Community Development Block Grant (CDBG) application for funding authorizing the City Manager's execution and the activities submitted in the City of Boynton Beach's One Year Action Plan for FY2019-2020. The anticipated Community Development Block Grant allocation is $529,565.

E. Approve the early purchase of replacement vehicle as proposed in fiscal year 2019-20 budget in the estimated amount of $34,182.33 by utilizing the following contract: Florida Sheriff's Association Contract #FSA18-VEL26.0 for one (1) Police K-9 vehicle.

F. Authorize the Finance Department to reduce the allowance of uncollectible accounts and the account receivable accounts by $238,018.39. This amount reflects unpaid roll off billings that have been in collections from FY06/07 to FY14/15.

G. Approve the minutes from City Commission meeting held on July 16, 2019.

Motion

Vice Mayor Katz moved to approve. Mayor Grant pulled Item D. Commissioner Romelus seconded the motion. The motion unanimously passed.

Mayor Grant noted this year, the City will receive $529K in federal funding, and that was one reason why it is so important for all to participate in the Census. He would like the Community Improvement Manager to look into childcare assistance. He noted there are a lot of different childcare services and preschool to ensure all have access.

Commissioner McCray commented this is one of Octavia Sherrod, Community Improvement Manager's last meetings and he thanked her for her service.

Octavia Sherrod, Community Improvement Manager, Mayor Grant also thanked her for her services. Ms. Sherrod explained it has been a pleasure to serve as not many people get to do what she has done for 30 years. Due to the City's Entitlement status, she has been able to help improve the quality of life for residents with Community Development

Block Grant (CDBG) funds. She has lived in the City for 27 years and started out as a contract employee. She has had the most amazing co-workers. When she deals with her peers in the state, no one has a finer Finance Department. She has grown fond with Mr. Howard, Assistant City Manager. Mike Rumpf has been her friend and her brother. She has worked for the best City Managers and Lori LaVerriere has been very supportive of the programs they implemented. This City Commission has been good too. She is excited and sad to leave. Thanks to the co-workers in her group, she was number one in the State of Florida for her March of Dimes fundraiser. She was grateful and thankful.

7. Consent Bids and Purchases over $100,000

A. Approve the one-year extension for RFPs/Bids and/ or piggy-backs for the procurement of services and/or commodities as described in the written report for August 06, 2019- "Request for Extensions and/or Piggybacks."

Motion

Vice Mayor Katz moved to approve. Commissioner McCray seconded the motion. The motion unanimously passed.

8. Public Hearing

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

9. City Manager's Report - None

10. Unfinished Business

A. Commissioner Penserga is requesting the Commission reconsider the following action the Commission took on July 2, 2019: Award of Insurance Broker Services, RFP 017-1710-19/MFD.

Motion

Commissioner McCray moved to reconsider. Commissioner Penserga seconded the motion. The motion passed 4-1, *(Commissioner Romelus dissenting.)*

Commissioner Penserga requested this item be reconsidered because the applicants were not informed their item was being discussed. Julie Oldbury, Human Resource Director, was not present and he thought the best policy is to ensure the Company was aware the item would be discussed and the process would be consistent.

Commissioner Romelus understood reaching out to an applicant is a courtesy, but not a requirement. She suggested the City Commission discuss it as a policy matter.
Mayor Grant asked about notice requirements. Attorney Cherof explained it is the responsibility of someone who wants to know what is on the agenda to look and see what is on the agenda. There is constructive knowledge that the agenda is posted on the website after 5 p.m. on Fridays preceding the City Commission meetings. Julie Oldbury, Human Resource Director, advised was on vacation and unaware the item was on the agenda. They have had staff turnover and normally they would have that communication as she prefers the parties be present.

Commissioner Penserga noted the scoring tabulations and saw the others on the team scored about the same, but Ms. Oldbury showed the greatest amount of discrepancy. Ms. Oldbury explained all approach scoring differently because the selection panel members do not confer with one another. She tends to take a systematic approach and scores the first person with the highest of 30 points, second 25, third 20. Others may score their highest vendor 30, the second 29 and the third 28. She rated Gehring number one as did the Risk Manager and the Finance Director. The City has worked with Gehring who is the incumbent. They have provided excellent services regarding risk consulting. They were able to access markets that Gallagher, who was also a former consultant, was not able to in the past. The value of that is tremendous as they significantly reduced the City's insurance premiums. They were also able to secure a two-year rate guarantee, which is carrying through to September 30, 2020. She has no experience with the third vendor so she could not give any statement.

Commissioner McCray learned the Gehring Group saved the City about $200K.

Vice Mayor Katz agreed with Commissioner McCray as they both recommended the panels selection. Even though the final scores were negligible, the second highest scorer was inflated due to a lower cost rating. In terms of merit and the recommendations from the panel, there are many of technical items. He thought if the City Commission does not adhere to expert advice from qualified personnel, a slippery slope is created because cost was the only factor and merit is a secondary factor. He urged anyone who voted to oppose The Gehring Group to reconsider their vote. Elected officials are not experienced in insurance brokering and he trusted staff.

There was agreement to hear short presentations. Brian Cottrell, Public Risk Insurance Advisors, and Kurt Gehring, CEO, Gehring Group and Rodney Lewis, Senior Benefit Consultant Gehring Group were present and made presentations. Commissioner McCray noted former Risk Manager Chuck Magazine always spoke highly of the Public Risk Insurance Advisors.

Motion

Commissioner Penserga moved to award the bid to the Gehring Group, Vice Mayor Katz seconded the motion that passed, vote 3-*2 (Mayor Grant and Commissioner Romelus dissenting.)*

11. New Business

A. Vice Mayor Katz has requested to discuss future Dogs on the Beach Events ***(Tabled to 8/6/19)***

Motion

Vice Mayor Katz moved to remove from the table. Commissioner Penserga seconded the motion. The motion unanimously passed.

Vice Mayor Katz mentioned there was an event last December he was unable to attend. He supported the trial event and based on responses from staff and participants, people had positive views. He wanted people to have multiple opportunities to allow dogs on the beach. Mayor Grant agreed and suggested a minimum of two or three events on a Saturday morning between 9 and 12. Mayor Grant attended and commented it was a great. He thought it was to the City's benefit to allow dogs at the beach from time to time and although there are very vocal opponents, most people support dogs on the beaches.

Commissioner Penserga supported two or three events. Wally Majors, Recreation and Parks Director was amenable to holding two or three events, but the challenge was turtle nesting season as they could not guarantee they could keep the dogs away from the nests. Commissioner Penserga suggested scheduling events away from the season and providing fencing to contain animals on one end of the beach. Mr. Majors agreed. They would apply the same parameters as was previously used. It was noted turtle season is March to the end of October.

Mayor Grant pointed out Lake Ida Dog Park had sponsors. He asked if Parks and Recreation could find sponsors for the events such as veterinarians and dog groomers. Mr. Majors responded the bulk of the cost was for labor and he thought sponsors could be found.

Motion

Vice Mayor Katz moved to plan three dog events for next year. Commissioner Penserga seconded the motion. Commissioner McCray noted dogs swallowed salt water at the beach and threw up and he would vote no. The motion passed 3-2 *(Commissioners McCray and Romelus dissenting.)*

Mayor Grant thanked Mr. Majors for the tractor burying the seaweed, but requested it be addressed earlier in the day. Mr. Majors agreed to contact the vendor to see if they could get the tractor there earlier.

F. The Mayor would like to share some information he obtained on his trip to Farindola, Italy. He also requests the Commission's consideration of naming Farindola, Italy as a Sister City.

Mayor Grant gave a brief presentation, advising Farindola is a two and a half hour car ride northeast of Rome. Italy created a new autostrata (highway) so the trip to Farindola was fairly easy to reach. It is surrounded by protected forests. He was with a local vendor who makes honey. Farindola is 500 meters above sea level so there are different flowers and the honey is unique. Farindola was founded in 1300/1400 as a Renaissance City. It is a city rich in history and they invite celebrity chefs to serve at their festivals. Farindola has their own water utility. They do not have to treat the water due the mountains and glacier melts. Farindola has an International Art Festival. The festival members select different artists from around the world to come to Farindola and share their experiences. It is a millennial city like Boynton Beach, having good electricity, water, internet and Amazon does delivers. He brought back a handmade painted tea set from Castillo. It made him want to show off more of Boynton Beach's artwork. Each teacup has its own scene and house, and a saucer and a plate. When the new City Hall is constructed, it could be displayed as well as the pagoda from Qu Fu, China and other artwork from Boynton Beach's Sister Cities. Mayor Grant spoke with the City Manager. It adds no additional cost to send a letter to Farindola requesting they be Boynton's Sister or Twin City.

Motion

Commissioner Romelus moved to approve Farindola, Italy as a Sister City. Commissioner Penserga seconded the motion. The motion unanimously passed.

G. Active shooters.

Michael Gregory, Police Chief, explained active shooters are one of the biggest and most dangerous threats for the Department. The Department has rigorous training programs, which includes defensive tactics, handgun training, firearms, tactical training and tactical procedures. It involves familiarization of equipment they need to carry and the purchase and renewal of equipment items such as tourniquets, quick clot, and ballistic vests. The Department monitors the life cycle of several items to replace as necessary. The Department first has to ensure first responders can respond with equipment and training. Training had occurred within the last three years, but now City Hall has moved and the City Manager requested the department review and conduct new training for staff in the new facilities. The Department will revisit the national FBI training and fight protocols.

Commissioner McCray asked how employees or elected official should react when hostile citizens approach them and what was in place to protect them. Ms. LaVerriere explained from a customer service standpoint, employees are trained to de-escalate the situation as best as possible if citizens become irate. Employees are instructed if feeling threatened to call 911. In some instances, individuals have been removed and trespass warned.

Mayor Grant saw cruisers in front of the movie theater and Home Depo. He inquired if the Department reached out to different plaza owners for extra security and learned it is part of strategic patrol initiatives. The Department reviews crime patterns and locations throughout the day.

Commissioner Penserga asked if the City could handle an active shooter situation and if the Department has enough staff and equipment. Chief Gregory commented the Department has appropriate staff and there is always something else to review.

Vice Mayor Katz thanked Commissioner McCray for bringing the item up and emphasized the importance of if you see something, say something. Employees should know if they interact with anyone who threatens them they should document it and report it. These situations should not be tolerated. Ms. LaVerriere noted if a resident calls irate and says scary things, they immediately call the Police. The City has caller identification and the Police usually pay the caller a visit

Commissioner Romelus asked about the fastest way to get in touch with the Police and was told to call 911. The new facilities will have panic buttons. The Commission observed a moment of silence for the shooting victims in Ohio and Texas.

12. Legal

A. City Commission is requested to review the Lien Modification Order issued by the Special Magistrate at the July 17, 2019 hearing for case # 13-1724.

Simone DeSousa attended a hearing before the Code Special Magistrate. She requested to eliminate a lien on a property she purchased a year and a half ago. The lien was reduced, but was still substantial to her so she opted to present the case to the City Commission. The property was fire damaged and dilapidated with all kinds of transients using the premises. She renovated the property over a year ago and all was brand new, with many new amenities and all with permits. She spent over $160K on the property on NE 11th Avenue. Mayor Grant looked at the violation and noted the violation was because someone did not have a Business Tax Receipt (BTR.) Ms. DeSousa has a BTR. Ms. DeSousa paid all the fines except for the $200 a day fine. Ms. DeSousa responded the fines were from two owners before.

Vestiguerne Pierre, Community Standards Supervisor, explained the applicant paid all of the City's costs. Commissioner McCray inquired if Ms. DeSousa had a title search

conducted as it should have showed a lien. Ms. DeSousa thought the title company they closed with should have done conducted the search.

Motion

Commissioner McCray moved to eliminate the fines. Commissioner Romelus seconded the motion and commended her for the work done.

Mayor Grant noted she purchased the property and received a Warranty Deed which indicates the seller has the expense of the encumbrances. Attorney Cherof explained there would be recourse against a seller who sells a property with knowledge of the lien. Mayor Grant asked if the Commission could request the applicant assign the City the right to seek the funds. Attorney Cherof explained it would be of no effect to do so. Mayor Grant asked if the applicant would mind if the City could collect the monies owed. Officer Pierre explained there was a case history. The owner knew about the lien when she bought the property. Commissioner McCray reiterated it has been the City's practice, since the property is up to Code, to provide loan forgiveness.

Vote

The motion unanimously passed. The fine was reduced to zero.

B. Provide information concerning elected officials terms of office to Commission.

Commissioner Romelus explained no one was trying to remove term limits. The intent of the residents who appeared was to allow for transitions to occur where a Commissioner does not have to step down before running for a different office. The intent was to not remove term limits.

The following individuals spoke in support of term limits:

- David Combs, 334 SW 11th Avenue;
- Harry Woodworth, 685 NE 15th Place;
- Susan Oyer, 140 SE 27th Way;
- Dr. Stephanie Hayden-Adeyemo, 2181 SW 15th Avenue, Condo N102;
- Barbara Ready, 34001 Baez Bay;
- David Katz, 67 Midwood Lane; and
- Golene Gordon, 230 Lake Monterray Circle.

Commissioner McCray favored term limits. When Commissioner Penserga replaced former Commissioner Casello, he informed him the change was a breath of fresh air. Mayor Grant agreed whatever laws that are in place regarding term limits should remain. The Charter Review Committee had made recommendations in the past, but term limits was not one of them.

Vice Mayor Katz understood both sides of the issue and felt term limits was a necessary rule to prevent bad apples in politics. There are consequences to change and the City runs staggered elections. It also means that his seat will terminate the same time as the Mayor's and he could transition easily, but not the other two seats. The City also cannot have all five elections on the same cycle, which would require extending the term of some of the commissioners. The Mayor wanted to ask about compensation for officials. Vice Mayor Katz liked the current system. Six years is a long time to get things done. He thought this commission accomplished more than any other commission and the President cannot change the constitution. He thought the City was moving in a good direction.

Commissioner Penserga was opposed increasing the number of consecutive terms or the duration of terms one may hold now and in the future. He also opposed to putting it on the ballot. He did not want anyone playing musical chairs as it pertained to the on-year sit out rule. On paper, the term limits for each positions are the same and the duration is the same, effectively it will hold the seat and power for 12 years. He opposes any changes in the system at this time.

C. **Proposed Ordinance No. 19- 025** – **First Reading -** Approving amendments to the Land Development Regulations, Chapter 2. Article I, Section 4. Expedited Development Review Program, inserting additional eligible projects and benefits, and eliminating redundant verbiage and requirements.

Attorney Cherof read Proposed Ordinance No. 19-025 by title only on First Reading.

Mike Rumpf, Development Director, explained the Ordinance stared out to accommodate industry clusters. It was amended years later to include workforce housing, and then amended for projects classified as green and sustainable housing. Mr. Rumpf reviewed the changes and a time line. Communications and information technology was combined. Manufacturing/Fabrication and Processing category was added. Mixed use Development was added as a qualified project for projects both in and outside of the CRA District. There were some edits to remove redundancies. There were tools available to shorten a review process. Based on calendar days, dates hearings are held during the month, and holding special Planning and Development Board meetings, staff could shorten the review process by four to five weeks. Staff is not in total control of the process as the applicant needs to respond to comments and supply complete applications. Staff has condensed staff periods reducing reviews from three weeks to less than two weeks. For simple or complete projects, if staff can accept comments going through the site plan process with comments ending up in the permit process, staff can change from a double review to a single review. The calendar is planned out so if you conclude at that point, the review is completed. Staff reports are assembled and the project proceeds to the Planning and Development Board. Mr. Rumpf had skipped over pay for overtime plan review contingent on having reviewers or the private sector was also a possibility. Affidavit of compliance is new which staff was evaluating. Mayor Grant asked if the City requires insurance if an affidavit is signed and a mistake is made and learned the affidavit commits

the developer to comply and they would have to reverse the error and correct it. Mr. Groff explained the contractor or developer would be smart to purchase insurance for errors and omissions, but the City does not require it. If they do not meet the Code, they will be red tagged. Mayor Grant asked if the City could encourage people to get insurance. Good developers will want to move forward. Mayor Grant suggested they discuss this at the second reading. Mr. Rumpf advised they contemplated these problems and the time line. Delayed submittal/early starts were also reviewed. Staff is nearing acquiring equipment to allow for electronic plan submittals.
Mayor Grant asked about eligible uses, businesses and financial services non-retail, and learned non-retail business and financial services were banks and financial institutions; not general offices. The list was more geared to industry sectors. The Ordinance is specific to uses, but is vague as to the mechanics. There could be some interpretations about businesses. Mayor Grant asked about large buildings for commercial or industrial uses and expedited permitting process. Mr. Groff explained it would be a redevelopment project if it was five acres. If the project was less than five acres it currently would not apply. If there are several vacant properties, they could be joined together for a master plan. The process will encourage some properties to be joined together. Mayor Grant wanted, as it pertained to the Toys r US site, to reduce the size from five acres to four acres. Mr. Rumpf explained they have reviewed most components in the past, and they meet special demand when they have come along.

Mr. Rumpf explained he met with staff and there are ideas. The City can have a more formalized process.

Motion

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion.

Deputy City Clerk Nieves call the roll.

Vote

The vote was 5-0.

D. **Proposed Resolution No. R19-083** - Authorize Mayor to execute land swap agreement between the City of Boynton Beach and Sarah Williams; Authorize the Mayor to execute deed transfer from the City of Boynton Beach to Boynton Beach CRA.

Motion

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion. All parties were in agreement and the parcels were the same size. The motion unanimously passed.

E. **Proposed Ordinance No. 19-022 – First Reading** - Adopting amendments to the City's Land Development Regulations, Chapter 2, Article II, Section 4.F pursuant to the Voluntary Compliance and Conciliation Agreement with the Department of Housing and Urban Development (HUD).

Attorney Cherof read Proposed Ordinance No. 19-022, by title only on First Reading.

Motion

Commissioner Romelus moved to approve. Commissioner McCray seconded the motion. The motion unanimously passed.

Deputy City Clerk Nieves called the roll.

Vote

The vote was 5-0

F. **Proposed Ordinance No. 19-023 – First Reading** - Approve proposed amendments to the City's Code of Ordinances, Chapter 2, Administration, Section 2-24 - Non-Discrimination Policy for consistency with the City's administrative Non-Discrimination Policy pursuant to Resolution No. R19-071, which Commission approved on July 2, 2019.

Attorney Cherof read Proposed Ordinance No. 19-023 by title only on First Reading.

Motion

Commissioner McCray to approve. Commissioner Penserga seconded the motion.

Deputy City Clerk Nieves called the roll.

Vote

The vote was 5-0.

G. **Proposed Ordinance No. 19-024 – First Reading** - Adopting amendments to the City's Land Development Regulations, Chapter 3. Zoning, Article IV, Section 3.B.2 clarifying the ability for an accessory use to be conducted outside a building within abutting road and canal rights-of-way.

Attorney Cherof read proposed Ordinance No. 19-024 b title only on First Reading.

Motion

Commissioner McCray moved to approve. Commissioner Penserga seconded the motion.

Deputy City Clerk Nieves called the roll.

Vote

The vote was 5-0.

H. **Proposed Ordinance No. 19-026 - First Reading**. Approval of Ordinance modifying the original powers and responsibilities of the Quantum Park Overlay Dependent District but reserving the District's authority to manage outstanding debt.

Attorney Cherof read Proposed Ordinance No. 19-026 by title only on First Reading.

Motion

Commissioner Penserga moved to approve. Commissioner McCray seconded the motion.

Attorney Cherof advised he will return a slightly changed version at the next meeting. There should be a clause that indicates transfers are to the City of Boynton Beach which is the outcome of dissolving the Board. He thought the City Commission should consider if the City Commission could substitute in for the Board Members because the only purpose left would be to administer the debt. The rest of the activities would be taken on by the City anyway, and it may be appropriate for the City Commission to serve in that dual role.

Mr. Groff explained the Board voted to move the Ordinance to the City Commission. There are three steps: remove the maintenance responsibility, once the land is transferred to the City and the suggested language is needed. As the Board Chair, Mr. Groff explained the Board is recommending the Board sunset and the Board's attorney recommended sunset by September 30, 2020 as the latest date they could dissolve. The Board wants to dissolve the minute the debt is paid off which would be October or November 2019. As to any liabilities, the Board is recommending setting up a trust for the City to use to pay any liabilities. After the bond is paid, Mayor Grant suggested the City Commission dissolve the Board. Vice Mayor Katz agreed, but wanted the Board to contemplate transferring some of the start-up cost for the eco park or maintenance costs to the City's Parks and Recreation Department in the future because the City will not have $500K to develop the park. It was just a land transfer without a mean to pay for its start-up.

Deputy City Clerk Nieves called the roll.
Vote

The vote was 5-0.

13. Future Agenda Items

A. Staff to present updated Social Media Policy - **August 20, 2019**

B. Commission wants to discuss security as it relates to the Town Square Redevelopment – **August 20, 2019**

C. Department to give brief presentation of their operations

Library - **September 2019**

D. Staff will present some options for use of our innovation space at the new city hall (1600 sf). **August 20, 2019**

14. Adjournment

Motion

Commissioner McCray moved to adjourn. Commissioner Penserga seconded the motion. The motion unanimously passed. The meeting was adjourned at 9:46 p.m.

(Continued on next page)

City of Boynton Beach

_____
Mayor - Steven B. Grant

_____
Vice Mayor – Justin Katz

_____
Commissioner - Mack McCray

_____
Commissioner - Christina Romelus

_____
Commissioner – Ty Penserga

ATTEST

_____
Crystal Gibson, MMC
City Clerk

_____
Catherine Cherry
Minutes Specialist

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED RESOLUTION NO. R19-086 - Approve utilizing the City of Tamarac Contract # 19-12R for office supplies, awarded to Office Depot; with an estimated annual expenditure of $120,000 and authorize the City Manager to sign a piggy-back Agreement.

EXPLANATION OF REQUEST:
Contract Term: October 14, 2019 thru October 13, 2023

We are currently utilizing the City of Tamarac contract # 13-23R which is set to expire October 17, 2019. There are no more renewal options.

The City of Tamarac recently awarded contract # 19-12R to Office Depot. This contract is set to begin on October 14, 2019. We are granted permission to utilize this contract by being a member of the Southeast Florida Governmental Purchasing Cooperative. The City of Tamarac requested and was approved by commission, early termination for convenience, to end the current contract on October 13, 2019 to allow a more efficient transition between agreements.

This contract allows for the purchase of core/contract items and non-contract items.

This contract allows for a renewal of one (1) four (4) year agreement.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The purpose of this contract is to secure a source of supply for the purchase of office supplies. Purchasing coordinators for each department will be able to order office supplies online.

FISCAL IMPACT: Budgeted
Funds are budgeted for all departments through their office supply accounts.
The annual estimated expenditure amount is $120,000.
FY 16/17 expenditures were $105,159.80
FY 17/18 expenditures were $99,057.29
Current expenditures to date are $93,546.55

ALTERNATIVES:
Obtain quotes on an "As Needed" basis which would not be cost effective.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Resolution	Resolution authorizing piggy-back of Tamarac Contract with Office Depot
🗋	Agreement	Piggy-back Agreement with Office Depot
🗋	Addendum	New Contract

RESOLUTION NO. R19-

A RESOLUTION OF THE CITY OF BOYNTON BEACH, FLORIDA, APPROVING UTILIZING THE CITY OF TAMARAC AGREEMENT WITH OFFICE DEPOT, INC., CONTRACT #19-12R FOR OFFICE SUPPLIES IN AN ESTIMATED ANNUAL EXPENDITURE OF $120,000.00; AUTHORIZING THE CITY MANAGER TO SIGN AN AGREEMENT WITH OFFICE DEPOT, INC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach currently uses the City of Tamarac contract #13-23R which expires on October 17, 2019; and

WHEREAS, the City of Tamarac recently awarded Contract #19-12R to Office Depot which begins October 14, 2019; and

WHEREAS, the City is granted permission to utilize the Tamarac Contract by being a member of the Southeast Florida Governmental Purchasing Cooperative; and

WHEREAS, the City Commission of the City of Boynton Beach, upon the recommendation of staff, deems it in the best interest of the citizens and residents of the City of Boynton Beach to approve and authorize the City Manager to sign an Agreement with Office Depot, Inc., a copy of which is attached hereto as Exhibit "A", for the purchase of office supplies with an estimated annual expenditure of $120,000 at prices based on City of Tamarac Contract #19-12R.

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

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

Section 2. The City Commission of the City of Boynton Beach hereby approves and authorizes the City Manager to sign an Agreement with Office Depot, Inc., a copy of which

is attached hereto as Exhibit "A", for the purchase of office supplies with an estimated annual expenditure of $120,000 at prices based on City of Tamarac Contract #19-12R.

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED AND ADOPTED this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

OFFICE SUPPLIES AGREEMENT

This Agreement is made as of this ____ day of _____, 2019 by and between OFFICE DEPOT, INC., a Florida Foreign Corporation, with principal offices located at 6600 North Military Trail, Boca Raton, Florida 33496 ("Contractor"), and THE CITY OF BOYNTON BEACH, a Florida municipal corporation, with a mailing address of Post Office Box 310, Boynton Beach, FL 33425 (the "City").

RECITALS

WHEREAS, the City of Boynton Beach is currently utilizing the City of Tamarac Contract 13-23R which expires on October 17, 2019; and

WHEREAS, the City of Tamarac recently awarded contract 19-12R to Office Depot which starts on October 14, 2019; and

WHEREAS, the City is granted permission to utilize this Contract by being a member of the Southeast Florida Governmental Purchasing Cooperative and that Contractor is authorized to extend pricing based on the City of Tamarac, Florida Contract 19-12R with an estimated annual expenditure of $120,000.00.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other valuable consideration received, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

Section 1. The foregoing recitals are true and correct and are hereby incorporated in this Agreement.

Section 2. The City and CONTRACTOR agree that CONTRACTOR shall provide Office Supplies based on the City of Tamarac, Florida Contract No. 19-12R with an estimated annual expenditure of $120,000.00, a copy of which is attached hereto as Exhibit "A", except as hereinafter provided:

A. All references to City of Tamarac, Florida, shall be deemed as references to the City of Boynton Beach. Venue for any litigation arising under this Agreement must be in a court of competent jurisdiction in Palm Beach County, Florida.

B. All Notices to the City shall be sent to:

City: Lori LaVerriere, City Manager
City of Boynton Beach
P.O. Box 310
Boynton Beach, Florida 33425
Telephone: (561) 742-6010 / Facsimile: (561) 742-6090

Copy : James A. Cherof, City Attorney
Goren, Cherof, Doody & Ezrol, PA.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, FL 33308
Telephone: (954) 771-4500
Facsimile: (954) 771-4923

C. The following terms and conditions are hereby incorporated into the Agreement:

Scrutinized Companies

By execution of this Agreement, in accordance with the requirements of F.S. 287-135 and F.S. 215.473, Contractor certifies that Contractor is not participating in a boycott of Israel. Contractor further certifies that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has Contractor been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to Contractor of the City's determination concerning the false certification. Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active Agreement term, Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the Agreement and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

D. Records shall be deleted in it's entirety and replaced with the following:

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1) Keep and maintain public records required by the CITY to perform the service;

2) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

3) Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

4) Upon completion of the Agreement, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

5) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

CITY CLERK
3301 QUANTUM BLVD.
BOYNTON BEACH, FL, 33435.
561-742-6061.
CITYCLERK@BBFL.US

Section 3. In the event that the City of Tamarac, Florida Agreement is amended, or terminated, CONTRACTOR shall notify the City within ten (10) days. In the event the City of Tamarac, Florida Agreement is amended or terminated prior to its expiration, this Agreement shall remain in full force and effect, and not be deemed amended or terminated, until specifically amended or terminated by the parties hereto.

Section 4. CONTRACTOR agrees that in the event it enters into a Agreement for the same (or substantially similar) scope of services with another local government in Florida which contains a term or condition, including fees, charges or costs, which the City determines to be more favorable than the terms in this Agreement, the parties shall enter into an Addendum to provide those terms to the City.

Section 5. The insurance required shall require that the Certificate of Insurance name the City of Boynton Beach as an additional insured.

Section 6. In all other aspects, the terms and conditions of the City of Tamarac, Florida Agreement are hereby ratified and shall remain in full force and effect under this Agreement, as provided by their terms.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY OF BOYNTON BEACH, FLORIDA

ATTEST:

By:_____
Lori LaVerriere, City Manager

_____
Crystal Gibson, MMC, City Clerk

APPROVED AS TO FORM:

_____
James A. Cherof, City Attorney

OFFICE DEPOT, INC.

WITNESSES:

_____ BY:_____
Print Name: _____

_____ Title: _____

ATTEST:

_____
SECRETARY

EXHIBIT A

AGREEMENT BETWEEN CITY OF TAMARAC, FLORIDA AND OFFICE DEPOT, INC.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2019-76

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AWARDING REQUEST FOR PROPOSAL #19-12R TO OFFICE DEPOT, INC.; AND AUTHORIZING THE APPROPRIATE OFFICIALS TO APPROVE AND EXECUTE AN AGREEMENT FOR OFFICE SUPPLY NEEDS WITH OFFICE DEPOT, INC. ON BEHALF OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE AND THE OMNIA PARTNERS, LLC, CONSORTIUM UTILIZING PRICING PROVIDED THROUGH REQUEST FOR PROPOSAL #19-12R FOR THE PERIOD OF OCTOBER 14, 2019 THROUGH OCTOBER 13, 2023, WITH ONE (1) FOUR (4) YEAR RENEWAL OPTION; APPROVING THE EARLY TERMINATION FOR CONVENIENCE OF THE AGREEMENT WITH OFFICE DEPOT DATED OCTOBER 18, 2016 FOR THE PERIOD FROM OCTOBER 14, 2019 THROUGH OCTOBER 17, 2019; AUTHORIZING THE CITY MANAGER OR DESIGNEE TO APPROVE AND ACCEPT RENEWAL OPTIONS AND ANY REQUIRED AGREEMENTS WITH OMNIA PARTNERS, LLC RELATING TO ADMINISTRATION OF THE OFFICE SUPPLY AGREEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF R-2019-76
THE ORIGINAL OF WHICH IS ON FILE IN CITY HALL
WITNESS MY HAND AND OFFICIAL SEAL
OF THE CITY OF TAMARAC, FLORIDA.
THIS 16th DAY OF April 2019
CITY CLERK

WHEREAS, the City of Tamarac has need to purchase office supplies to support all City operations; and

WHEREAS, the utilization of a term contract agreement provides for volume savings through quantity discounts; and

WHEREAS, the City of Tamarac served as the "lead agency" for the Southeast Florida Governmental Purchasing Cooperative and for the Omnia Partners, LLC, consortium for the purchase of office supply needs; and

WHEREAS, thirty-one (31) governmental agencies within the Southeast Florida Governmental Purchasing Cooperative and all members of the Omnia Partners, LLC Consortium across the United States are eligible to utilize this agreement for the purchase of approximately $49 million in annual office supplies estimated to be purchased on a national basis; and

WHEREAS, the City of Tamarac formally advertised and issued Request for Proposal # 19-12R in order to obtain pricing and service capability information for vendors in the office supply marketplace, a copy of which is on file with the City Clerk; and

WHEREAS two (2) firms responded to the RFP as follows:

Office Depot, Inc., Boca Raton, Florida

The Office Cart, LLC, Fort Lauderdale, Florida; and

WHEREAS, an evaluation team facilitated and chaired by the City of Tamarac Purchasing and Contracts Manager, and including procurement professionals from the City of Coral Springs, Florida, the City of Margate, Florida, the City of Sunrise, Florida, and the Financial Services Purchasing and Contracts Division Procurement Coordinator, as well as a non-voting member from Omnia Partners, LLC who solely served in an advisory role, evaluated and ranked all responses to the proposal; and

WHEREAS, the proposal offering submitted by Office Depot, Inc. was ranked by the Evaluation Committee as the most advantageous, best value overall response to the solicitation in terms of service capabilities and pricing, a copy of the proposal evaluation scores are included herein as Exhibit "1"; and

WHEREAS, Office Depot. Inc. has successfully supplied the needs of the Southeast Florida Governmental Purchasing Cooperative and the Omnia Partners, LLC Consortium in the past; and

WHEREAS, the proposal provides for one (1) four (4) year renewal option based on satisfactory performance under the Agreement; and

WHEREAS, sufficient funds are available from all Departments' Operating funds; and

WHEREAS, the City Commission of the City of Tamarac finds it to be in the best interest of the City of Tamarac to award RFP #19-12R to Office Depot, Inc. and to authorize the appropriate City Officials to execute an Agreement with Office Depot, Inc. for the purchase of Office Supplies by the City and members of the Southeast Florida Governmental Purchasing Cooperative and the Omnia Partners, LLC consortium using pricing provided by Office Depot, Inc.

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

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific part of

this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The City Commission hereby awards Request for Proposal #19-12R to Office Depot, Inc., and authorizes the appropriate City Officials to execute an Agreement with Office Depot, Inc. for the purchase of Office Supplies using pricing provided by Office Depot, Inc., a copy of said Agreement is included herein as Exhibit "2", for the City and the members of the Southeast Florida Governmental Purchasing Cooperative, and the national members of the Omnia Partners, LLC consortium.

SECTION 3: The City Manager or designee furthermore is hereby authorized to approve and accept renewal options and other contract amendments pursuant to the requirements of the Agreement, attached hereto as Exhibit "2" as well as any administrative Agreements between the City and Omnia Partners, LLC which may be required to administer the Office Supply Agreement with Office Depot, Inc.

SECTION 4: The City Commission authorizes the early termination for convenience of the current Agreement in force between the City and Office Depot, Inc., which was effective on October 18, 2016 for the period from October 14, 2019 through October 17, 2019, to provide for a more efficient transition between Agreements.

SECTION 5: All resolutions or parts of resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this 10th day of July 2019.

Michelle J. Gomez
MICHELLE J. GOMEZ
MAYOR

ATTEST:

Patricia Teufel
PATRICIA TEUFEL, CMC
CITY CLERK

RECORD OF COMMISSION VOTE:

MAYOR GOMEZ	yes
DIST 1: COMM. BOLTON	yes
DIST 2: COMM. GELIN	yes
DIST 3: COMM. FISHMAN	yes
DIST 4: V/M PLACKO	yes

I HEREBY CERTIFY THAT I HAVE APPROVED THIS RESOLUTION AS TO FORM

Samuel S. Goren 7/10/19.
SAMUEL S. GOREN
CITY ATTORNEY

May 30, 2019

OFFICE SUPPLIES
Committee Evaluation Totals

RFP 19-12R

Proposer's Name:	Office Depot	The Office Cart
No Conflict of Interest	X	X
Adhered to the Instructions	X	
Cost (Price)	Core: $23,996,412.27 Total: $49,631,791.75	Core: $44,644,182.38 Total: $72,506,965.61
		Items not complete. Did not provide Category Discounts
RANKING		
Purchasing Agent, City of Coral Springs	1	2
Procurement Manager, City of Margate	1	2
Contracts Manager, City of Sunrise	1	2
Procurement Coordinator, City of Tamarac	1	2
TOTAL POINTS		
	4	8
TOTAL RANKING		
	1	2

AGREEMENT

BETWEEN THE CITY OF TAMARAC

AND

OFFICE DEPOT, INC.

THIS AGREEMENT is made and entered into this 14th day of October, 2019 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Office Depot, Inc. a Delaware corporation duly registered as a Florida Foreign Corporation, with principal offices located at 6600 North Military Trail, Boca Raton, Florida 33496-2434 (the "Contractor") to provide Office Supplies for CITY and other participating agencies in the Southeast Florida Governmental Purchasing Cooperative and nationwide through OMNIA Partners, Public Sector ("Omnia Partners").

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1. The Contract Documents

The contract documents consist of this Agreement, Request for Proposal Document No.19-12R for Office Supplies, Products and Related Services issued March 5, 2019, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), Technical Specifications, all addenda, the Contractor's bid/proposal dated May 9, 2019 incorporated herein as if attached hereto, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2. The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to provide just-in-time desktop delivery of office supplies to the City of Tamarac and participating members of the Southeast Florida Governmental Purchasing Cooperative and to agencies participating in this Agreement through Omnia Partners.

2.1.2 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

2.2 The Contractor and the City shall extend this Agreement to other public sector entities ("entities") within the State of Florida, including but not limited to agencies, school districts, universities, community colleges, counties, cities, towns, villages and special districts. Purchases may be made under the terms and conditions of this Agreement by governmental and educational entities located outside the State of Florida.

2.3 The City (also referred to as "Principal Procurement Agency" in material provided by Omnia Partners) and Contractor are partnering with Omnia Partners to offer the Agreement (also referred to as the "Master Agreement" in material distributed by Omnia Partners) on a national basis to public agencies who register with Omnia Partners ("Participating Agencies"). Participating Agencies that choose to access the Agreement via their participation with Omnia Partners do not need to register with the Southeast Florida Governmental Purchasing Cooperative and vice versa.

2.4 **Third-Party Audits:** The Contractor shall obtain a third-party firm (to be approved by the City) at no additional cost to the City to conduct external price audits for the Agreement. The third-party firm will perform a quarterly audit with a minimum of 500 items to confirm the accuracy of the discount from list price and final sell price. Specifically, the third-party firm will verify that prices offered to the City under the Agreement which are displayed on the Contractor's website are less than or equal to the discounts offered in the Agreement. The third-party firm shall submit a quarterly report to the City confirming the "Price Accuracy Rate" within 15 days after the close of each quarter. The "Price Accuracy Rate" shall be calculated using the following formula: Price Accuracy Rate = the number of audited items each quarter where the net price is less than or equal to the Agreement price, divided by the number of audited items (Example: 490 items priced at or below the approved Agreement price/500 items audited = 98.0% pricing accuracy). The Contractor shall maintain a Price Accuracy Rate of 98% or greater.

At a minimum, the quarterly report will identify items not in compliance with the Agreement terms, provide the date of the audit and screenshots of the items on the Contractor's website that were not in compliance with the Agreement terms. **Tier 1 Provider Option (Small, Minority- Women-Owned and Service Disabled Veteran Suppliers)**

2.4.1 Contractor partners with certain small businesses and minority- or women-owned supplies and services disabled veteran suppliers ("Tier One Providers") to assist Participating Agencies in meeting diversity goals. Tier One Providers perform services and resell products from Contractor to Participating Agencies. Participating Agencies may request Contractor to provide products and services available under the Agreement through Tier One Providers. Contractor will report all applicable invoiced sales to Omnia Partners in accordance with the Agreement.

2.4.2 Pricing offered to Tier One Providers will be the pricing offered under the Agreement marked-up by the percentage of compensation negotiated by Contractor and Tier One Provider, and mutually agreed to by the Participating Agency.

3. Insurance

3.1. Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in section 3.4 herein of this Agreement or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's General Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

3.3. Contractor agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Contractor, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

3.4 Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as required by the City's Risk & Safety Officer before beginning work under this Agreement. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk & Safety Officer certificates of all insurance required under this section prior to beginning any work under this Agreement. Contractor shall indemnify and save the City harmless from any damage resulting to it for failure of either Contractor or any subcontractor to obtain or maintain such insurance.

The following are required types and minimum limits of insurance coverage, which the Contractor agrees to maintain during the term of this contract:

Insurance Requirements		
Line of Business / Coverage	Occurrence	Aggregate
Commercial General Liability Including:	$1,000,000.00	$2,000,000.00
Premises / Operations		
Contractual Liability		
Personal Injury		
Explosion, Collapse, Underground Hazard		
Products / Completed Operations		
Broad Form Property Damage		
Cross Liability and Severability of Interest Clause		
Commercial Automobile Liability	$1,000,000.00	$1,000,000.00
Workers' Compensation & Employer's	Statutory	
Professional Liability (Errors and Omissions)	$1,000,000.00	$2,000,000.00
The Bidder must provider the City with evidence of Professional Liability insurance with at a minimum of One Million dollars ($1,000,000.00) per occurrence and in the aggregate "Claims-Made" forms are acceptable for Professional Liability.		
Excess liability is not required but will accept it if the General Liability cannot cover the $2M/$3M		

The City reserves the right to require higher limits depending upon the scope of work under this Agreement.

Neither Contractor or any subcontractor shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Contractor will ensure that all subcontractors will comply with the above guidelines and will maintain the necessary coverage throughout the term of this Agreement. Contractor will be responsible to provide proof of insurance and certificates of insurance to participating agencies.

All insurance carriers shall be rated at least A-VII per A.M. Best's Key Rating Guide and be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.

The Contractor's liability insurance policies shall be endorsed to add the City of Tamarac (or participating agencies utilizing this Agreement) as an "additional insured. The Contractor shall be responsible for the payment of all deductibles and self-insured retentions.

If the Contractor is to provide professional services. The City reserves the right to request the successful Contractor to provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of $1,000,000 per occurrence and in the aggregate.

"Claims-Made" forms are acceptable for Professional Liability insurance in the event that the successful Contractor provides professional services as agreed upon with City.

4. Contract Term and Renewal

This Agreement shall be effective October 14, 2019 for a period of four (4) years until October 13, 2023. City and Contractor reserve the right to exercise one (1) additional four (4) year agreement, upon the written agreement by both Contractor and City, subject to satisfactory performance by Contractor. In the event that an Agreement is not in place as of the termination date of this Agreement, the Agreement shall remain in effect on a month-to-month basis until terminated, but not for longer than six (6) months following the October 13th termination date.

5. Contract Sum, Pricing, Payments, Discounts, Deliveries and Warranties

5.1 Contract Sum: The Contract Sum for the above work is based on the core, market basket and discounted catalog pricing provided by Contractor as part of its response to Request for Proposal #19-12R dated May 9, 2019. Contract shall be for the actual amount ordered by all qualified user agencies including the City of Tamarac, members of the Southeast Florida Governmental Purchasing Cooperative, and to participating agencies with Omnia Partners.

5.2 Pricing Escalation/De-escalation

5.2.1 Contractor shall submit requests for escalation or de-escalation within a reasonable time period prior to the desired effective date of the change. The changes shall be based on changes to the list unit pricing for each item, and the percentage discounts for each category/item shall remain unchanged throughout the term of the Agreement.

5.2.2 The City recognizes that at certain times during the term of this Agreement, pricing in some industries may become volatile due to various changes not limited to changes in economic conditions such as product shortages, raw material shortages, labor stoppages, tariffs, government regulation, foreign interference or other changes which create volatile market pricing. The successful Contractor shall be responsible to provide adequate notice to the City of such situations. It is desired that such pricing remain fixed and firm through the remaining three (3) month period in place at the time, with adjustments to be made at the beginning of the next three (3) month period; however, in the event of extreme changes in market conditions, the Contractor shall advise the City as soon as feasibly possible regarding the circumstances surrounding such extreme market condition changes.

5.2.3 The Contractor may offer promotional discounts for specific items or categories of items. The Contractor may provide the City with temporary promotional discounts to pricing during the term of the Agreement. The promotional discounts may be provided based on the actual effective dates of such promotions and shall not penalize the Contractor when pricing is audited.

5.3 **Deliveries**: Deliveries shall be FOB destination with all costs and charges included in the contract price. The pricing shall include desktop delivery and dock and/or mailroom delivery as specified by the individual participating agency; however additional freight charges may be applied for items exceeding 70 lbs. in weight, and/or 110" in length/width, furniture, bulk items, cases of bottled water and other beverages, orders delivered to Hawaii, Alaska and Puerto Rico, special or customized orders and/or rush deliveries.

5.4 **Minimum Order / Minimum Order Fee**: Contractor is permitted to impose a minimum order fee of $5.95 for orders valued at $25.00 or less. The $25.00 minimum order will remain in place for the life of this Agreement and any renewals expressly authorized under this Agreement. Beginning on the first anniversary of the effective date of this Agreement, and on each anniversary date thereafter, Contractor reserves the right to escalate the minimum order fee by a maximum of 10% of the current fee then being charged; however, the minimum order fee shall never exceed a cap of $7.95 for the lifetime of the Agreement. Contractor agrees to utilize technology web-based solutions to provide sufficient notifications and / or other controls necessary to alert Participating Entities that a fee will be charged for orders valued at $25.00 or less. Such technology based tools shall provide the capability to allow the Participating Agency to meet the minimum order value in order to avoid the Minimum Order Fee.

5.5 All materials and products supplied by the Contractor in association with this Agreement shall be new, warranted for their merchantability, fit for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Contractor in accordance with the requirements of the Contractor's Return Authorization Policy.

Contractor's warranties will be limited to Contractor-branded products only, and for all other products, Contractor will pass through to participating agencies, all manufacturer-supplied end-user warranties. The warranty period shall commence upon final acceptance of the product in accordance with Contractor's or manufacturer's end-user warranties as applicable.

6. Payments

Invoices are due thirty (30) days from the date of invoice. Invoices not paid within thirty (30) days shall bear interest at the rate of 1.5% per month or the maximum amount allowed under law, whichever is less, from the due date of the invoice. City's credit limit shall be established by Contractor, who reserves the right to lower City's credit limit or refuse to ship any orders if at any time: (a) City is delinquent in making payments to Contractor or is otherwise in breach of this Agreement; or (b) City's credit standing becomes impaired or reasonably unsatisfactory to Contractor. When payment is made by purchase order or ACH transaction, payment will be made only after receipt and acceptance of materials/services, and upon receipt of a properly prepared invoices as applicable for goods properly delivered. Payments by procurement card shall only be permitted at the time of order entry. The City of Tamarac will pay all office supply invoices by procurement card. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7. Indemnification

7.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by or resulting from, the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

7.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

7.3 The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

7.4 The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 ($10.00), receipt of which is hereby acknowledged, is the specific consideration for such

indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.

7.5 City reserves the right to select its own legal counsel at the City's cost to conduct any defense in any such proceeding.

7.6 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8. Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity and expression, or disability if qualified. The Contractor will take affirmative action to ensure that employees and those of its subcontractors are treated during employment, without regard to their race, color, sex including pregnancy, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, gender identity or expression, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor and its subcontractors shall agree to post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that all subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9. Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent

enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10. Assignment and Subcontracting

Contractor or City shall not transfer or assign the performance required by this Agreement without the prior consent of the other party. This Agreement, or any portion thereof, shall not be subcontracted by Contractor without the prior written consent of the City; and shall not be subcontracted by City without the prior written consent of the Contractor. For purposes of this Agreement, any change of ownership of the Contractor shall constitute an assignment which requires City approval. However, this Agreement shall run to the benefit of the City and its successors and assigns. The prohibition on assignment and subcontracting does not apply to subcontractors involved in Contractor's or City's day-to-day operations.

11. Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR
Office Depot, Inc.
6600 North Military Trail
Boca Raton, FL 33496-2434
Attn: Thomas Riccio, Senior Vice President
Thomas.Riccio@officedepot.com

12. Termination

12.1 Termination for Convenience: The City recognizes that this is a national Agreement, and as such will require sufficient notice to participating entities prior to any contract termination. This Agreement may be terminated by the City or Contractor for convenience, upon a minimum of one-hundred eighty (180) days of written notice by the City to the Contractor or by the Contractor to the City, for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination.

12.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a minimum period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the City against loss pertaining to this termination.

12.3 Default by City: In addition to all other remedies available to the Contractor, this Agreement shall be subject to cancellation by the Contractor for cause, should the City neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a minimum period of thirty (30) days after receipt by City of written notice of such neglect or failure.

13. Scrutinized Companies F.S. 287.135 and 215.473

Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

14. Public Records

14.1 The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, Contractor shall:

14.1.1. Keep and maintain public records required by the City in order to perform the service;

14.1.2. Upon request from the City, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at no cost to the City.

14.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement and any renewals thereof if Contractor does not transfer the records to the City.

14.1.4. Upon completion of the Agreement, transfer, at no cost to the City, all public records in possession of Contractor, or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

14.2 During the term of this Agreement and any renewals, Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. Notwithstanding the requirements enumerated in Section 2.4 "Third-Party Audits" contained herein under this Agreement, and subject to Confidentiality agreements between Contractor and third parties, and no more than annually, City, at its expense, may audit Contractor's books and records

directly pertaining to this Agreement, to determine whether Contractor extended correct pricing. Any third-party auditor used must be approved by Contractor and must execute a non-disclosure agreement. Contractor may dispute the result of any audit by City and will refund any overcharges to customer (and customer shall be requested to refund any undercharges to Contractor, however, City will not be responsible for the actions of other participating agencies utilizing this Agreement, and Contractor shall not involve City in any enforcement actions against any participating agency). Other conditions may apply.

15. Uncontrollable Forces

15.1 Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

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

16. Agreement Subject to Funding

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

17. Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

18. Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

19. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20. Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

21. No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

22. Public Records Custodian:

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

CITY CLERK
7525 NW 88TH AVENUE
ROOM 101
TAMARAC, FL 33321
(954) 597-3505
CITYCLERK@TAMARAC.ORG

23. Special Provisions for Florida Schools:

It is anticipated that this Agreement will be utilized by various school districts within the State of Florida. Accordingly, Contractor or any Sub-contractor making deliveries to the facilities of any School District in the State of Florida with children present shall comply with the following requirements:

23.1 Background Screening: Contractor does not share its employees' personal identifiable information. However, upon receipt of award, Contractor will run background checks as required by any State Department and will provide attestations certifying that the background checks have been run on the employees who will be performing the work and that such persons have not been convicted of a violent or serious felony.

23.2 **Child Neglect:** The Contractor and its employees shall be subject to the requirements of §39.201 Florida Statute that requires the reporting of child abuse or child neglect to the State of Florida, Department of Children and Families via the Florida Abuse Hotline 1-800-962-2873.

23.3 **Confidential Student Information**: Notwithstanding any provision to the contrary contained in this agreement between the Contractor and the City; Contractor and its officers, employees, agents, representatives, contractors, and sub-contractors shall fully comply with the requirements of Section 1002.22 and Section 1002.221, Florida Statutes, or any other law or regulation, either federal or State of Florida, regarding confidentiality of student information and records. Further, Contractor for itself and its officers, employees, agents, representatives, contractors, or sub-contractors, shall fully indemnify and hold the City of Tamarac as well as any Florida school district using this Agreement, and its officers and employees harmless for any violation of this covenant, including but not limited to defending the City and any Florida school district using this Agreement, its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon the City or Florida school district using this Agreement or payment of any and all costs(s), damages (s), judgment(s), or loss(es) incurred by or imposed upon the City or Florida school district using this Agreement arising out of the breach of this covenant by the vendor, or an officer, employee, agent, representative, contractor, or sub-contractor of the vendor to the extent and only to the extent that the vendor or an officer, employee, agent, representative, contractor, or sub-contractors of the vendor shall either intentionally or negligently violate the provisions of this covenant, or Sections 1002.22 or 1002.221, Florida Statutes. This provision shall survive the termination of or completion of all performance or obligations under this agreement and shall be fully binding upon Contractor until such time as any proceeding brought on account of this covenant is barred by any applicable statute of limitations.

24. Compliance with Statutes:

It shall be Contractor's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, city, state and federal agencies as applicable; specifically the Jessica Lunsford Act – Chapter 1012, Florida Statutes, which provides for the screening of individuals who are vendors or contractors with a Florida public school or district.

Remainder of Page Intentionally Blank

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its duly authorized to execute same.

CITY OF TAMARAC ESTABLISHED 1963 SEAL BROWARD COUNTY, FLORIDA

CITY OF TAMARAC

Michelle J. Gomez, Mayor

7-10-19
Date

Kathleen Gordon for Cernech
Michael C. Cernech, City Manager

7/15/19
Date

ATTEST:

Patricia A. Teufel, CMC
City Clerk

7/15/19
Date

Approved as to form and legal sufficiency:

City Attorney

7/10/19
Date

ATTEST:

Signature of Corporate Secretary

Kristen Sampo
Type/Print Name of Corporate Secy. Assistant

(CORPORATE SEAL)

Office Depot, Inc.
Company Name

Signature of Senior Vice President/Owner

Thomas Riccio
Type/Print Name of Senior Vice President/Owner

June 26, 2019
Date

CORPORATE ACKNOWLEDGEMENT

STATE OF Florida :
:SS
COUNTY OF Palm Beach :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Thomas Riccio, of Boca Raton, Fl.,

a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 26th day of June, 2019.

GERRI LYNN PINVIDIC
Notary Public - State of Florida
Commission # GG 263523
My Comm. Expires Jan 23, 2023
Bonded through National Notary Assn.

_____
Signature of Notary Public
State of Florida at Large

Gerri Pinvidic
_____
Print, Type or Stamp
Name of Notary Public

☑ Personally known to me or
☐ Produced Identification

_____
Type of I.D. Produced

☐ DID take an oath, or
☑ DID NOT take an oath.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
Approve the employee group medical insurance renewal and recommended employer subsidies for Fiscal Year 2019-2020 and authorize City Manager to execute any required documents.

EXPLANATION OF REQUEST:
Last year, RFP No. 025-1610-18/IT awarded group medical insurance to UntiedHealthcare with the option for renewal. The renewal for the City's fully insured High Deductible Health Plan (HDHP) premiums for Plan Year 2019-2020 has increased by five percent (5%), approximately $299,627. The original proposed renewal increase was 7.2%; however, Gehring Group, our Benefits Consultant, was able to negotiate the lower increase.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

	Monthly Billing Rate	Employer Monthly Susbsidy	Employee Monthly Rate	Employee Bi-Weekly Deduction
Employee	$ 608.30	$ 608.30	$ -	$ -
EE + Spouse	$ 1,251.22	$ 638.92	$ 612.30	$ 282.60
EE + Child(ren)	$ 1,132.05	$ 638.92	$ 493.13	$ 184.07
Family	$ 1,631.88	$ 638.92	$ 992.96	$ 351.84

The City is proposing to provide employees with dependent coverage an additional $30.62 monthly subsidy ($367.44 annualized subsidy) to cover the increase in premium so that rates will not increase this Plan Year for dependent coverage. The total annualized subsidy amount based on total current enrollment with dependent coverage (226 employees with dependent coverage) is anticipated to be $83,042. The subsidy amounts for last plan year were authorized at approximately $120,000.

FISCAL IMPACT: Budgeted The fiscal impact is anticipated to be $299,627 to cover increase in premiums and $83,042 for subsidies, which totals $382,669. The costs associated with increases in insurance premiums has been included in each Department budget for Fiscal Year 2019-2020.

ALTERNATIVES:
1. Do not approve the subsidy amount and pass on the $83,042 expense to employees who have dependent coverage.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Addendum	Gehring Group Renewal Recommendation
🗋	Addendum	UHC Renewal Letter

CITY OF BOYNTON BEACH

Medical Insurance

Analysis and Recommendation

Effective Date: October 1, 2019

Presented by:

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

4200 Northcorp Parkway, Suite 185

Palm Beach Gardens, FL 33410

P: 561-626-6797 | F: 561-626-6970

www.gehringgroup.com

Background:

Currently, the City offers group medical, dental, vision, basic life and AD&D, supplemental life, long term disability, short term disability, employee assistance program, health savings account, flexible spending account, legal services, and supplemental insurance to its eligible employees. Effective October 1, 2019, the City's medical insurance is up for renewal with UnitedHealthcare and is subject to underwriting review. All other lines of insurance coverage are currently in rate guarantee through the 2019-2020 plan year.

Claims Experience:

In order to calculate the City's medical renewal rates, medical underwriters examine the City's claims experience and apply industry methodology to calculate expected future claims costs. Gehring Group tracks the City's claims experience on a monthly basis in order to gauge the plan's performance and provide the City with a budget projection prior to the medical insurance carrier's renewal offer. The City's loss ratio (claims to premium ratio) is used in the underwriter's calculation to determine if the monthly premium paid by the City is sufficient in covering the plan's experience; e.g. a 100% loss ratio means that for every dollar paid to the insurance carrier, a dollar was paid out to cover claims. The City's loss ratio over the experience period June 2018-May 2019 is 75%. In addition to claims experience, underwriters' factor in expenses such as administration, pooling charges for catastrophic claims, health care reform fees, and medical inflation in their renewal calculation. The additional costs associated with medical insurance represent an additional 25-35% of total premium costs.

Renewal Offers:

At the end of May 2019, UnitedHealthcare submitted their medical insurance renewal proposal to Gehring Group for review. UnitedHealthcare's initial renewal offer to the City was a 7.2% increase to the City's current premium rates. Following standard underwriting methodology, Gehring Group performed an independent renewal projection and calculated 2019-2020 insurance costs to be 6% above current costs. On behalf of the City, Gehring Group initiated renewal negotiations with UnitedHealthcare and was successful in lowering UnitedHealthcare's renewal offer to a 5.0% increase with no change to the City's current plan design. UnitedHealthcare's renewal offering also includes $50,000 of wellness funds and $30,000 in technology funds.

Recommendation:

After in depth discussion and review with the City's Staff, Gehring Group recommends that the City accept UnitedHealthcare's 5.0% renewal offer as it is justified by the City's current plan utilization and is under industry trend of 8%-12% annual increases. Gehring Group provided multiple cost sharing scenarios to the City's staff during the renewal review process. The current recommendation is that the City absorb the 5% increase leaving the employees deductions at the amounts they currently pay. The 5% increase to the City represents between a $29-$78 increase to the City's current monthly contribution to it's employees depending on the tier of coverage an employee is enrolled in.

Considering the City's other lines of insurance are in rate guarantee and are therefore not increasing in the 2019-2020 plan year, the expected annual increase across all coverage is 4.4%, representing approximately $299,627 in increased costs to the City.

UnitedHealthcare®

3100 SW 145th Avenue
Miramar, FL 33331

July 30, 2019

Julie Oldbury, Director of Human Resources and Risk Management
City of Boynton Beach
100 E Boynton Beach Blvd.
Boynton Beach, FL 33435

Dear Julie:

UHC is pleased to offer the following renewal package to the City of Boynton Beach effective 10/1/2019 through 9/30/2020.

Medical Benefits:
Choice Plus HSA Plan AHM7 Mod / RX Plan 125-HSA Mod
$2,500 / $5,000 deductible; 100% coinsurance; $5,000/$6,550 out of pocket maximum
Renewal Includes: $50,000 Wellness Budget, $30,000 Technology Budget, $2 month/account HSA Banking Fee

Employee	$ 608.30
Employee + Spouse	$1,251.22
Employee + Child(ren)	$1,132.05
Family	$1,631.88

Dental PPO Benefits:

Employee	$34.97
Family	$97.82

Vision Benefits:

Employee	$4.27
Family	$13.01

Please acknowledge your acceptance of the renewal rates by signing below and returning to our office.

_____

Sincerely,

Laura Chase

Laura Chase
Strategic Account Executive
954-378-0552

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Approve Task Order UT-1A-02 with Carollo Engineering in the sum of $143,000 in accordance with RFQ No. 046-2821-17/TP, General Consulting Services Contract, Scope Category A awarded by Commission on August 7, 2018. Services include the design, permitting and services during construction to implement electrical and standby power improvements to western wellfield, wells 4, 5, 7 and 8.

EXPLANATION OF REQUEST:
The utility is required to have adequate back-up power to the raw water wells to ensure continuity of supply during a power outage. Wells 7&8 were designed with a power supply from the West Water Treatment Plant (WWTP). The voltage of the supply is 13.2 KVA which is extremely high and each well has a transformer to reduce the power to 480 Volts. The existing transformers and associated equipment are now deteriorating and needs replacement. As a safety improvement the 13.2 KVA power feed will be disconnected and the wells converted to 480 Volt power supplied directly from Florida Power and Light (FPL).

In order to ensure adequate raw water flows to the plant a new permanent standby generator will be installed to service wells 4&5 and will replace the backup capacity previously provided at 7&8. These wells are currently supplied power by FPL. The utility owns land around well #5 and there is room to install a generator with sufficient capacity to operate both wells during a power outage. The generator will be enclosed in a level 2, storm rated and sound attenuated enclosure that will be screened from view behind landscaping.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This work will improve the reliability of the potable water supply from the WWTP by ensuring that the raw water supply is available during a major power outage.

FISCAL IMPACT: Budgeted Funds are available in account 403-5000-533-65.02 WTR105

ALTERNATIVES: The utility is required to provide sufficient automatic power backup facilities to ensure continuity of supply during power utility issues.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Task Order UT-1A-02
Addendum	UT-1A-02 Fee Schedule
Addendum	General Consulting Contract

Engineers...Working Wonders With Water®

9897 Lake Worth Road, Suite 302, Lake Worth, Florida 33467
P. 561.868.6400

July 3, 2019

Mr. Michael Low
Boynton Beach Utilities
124 East Woolbright Road
Boynton Beach, FL 33435

Subject: Proposal for Engineering Services
Wells 4-5 and 7-8 Electrical and Standby Power Improvements

Dear Mr. Low:

As requested, we have prepared the following proposed scope of services for the subject project.

BACKGROUND

Boynton Beach Utilities needs to enhance the reliability of its water supply from the west wellfield. To that end, the following electrical improvements have been identified as necessary:

1. Replace existing 13 kV electric service from the west water treatment plant to wells No. 7 and No. 8, due to obsolete / decaying condition of 13 kV switches and transformers that step down the voltage from 13 kV to 480 volt and replace decaying 480 volt motor starters for the pump wells, which has been impacted by the humid outdoor location.
2. Obtain 480 volt electric service from FPL, via FPL pad mounted transformers at well No. 7 and at well No. 8.
3. Install a new well pump controller with a receptacle at well No. 7 and at well No. 8, to facilitate plug-in of a portable generator, if needed during a storm event (like a hurricane) requiring power during an extended period of unavailable power.
4. The diesel engine generator with fuel storage tank, plus ancillary electrical equipment will be installed within a fenced enclosure at well No. 5. The generator will be covered by a protective enclosure. This will provide a source of standby power and increase the reliability of well No. 5 and No. 4.
5. Access to the fenced enclosure at well No. 5 will be by a driveway. The fenced enclosure will be screened by landscaping.
6. The existing FPL utility power service is located at well No. 4 and it supplies power to well No. 4 and well No. 5. Additional Transfer Switches will be required at Well No. 4 and Well No. 5

SCOPE OF WORK

The scope of services is as follows:

Task 1 – Layout Generator Enclosure/Access at Well No. 5

A layout will be created for the new generator enclosure. The City Building Code will be reviewed to verify compliance.

Assumptions:

- It is assumed that the enclosure will not require stormwater permit modifications and that the existing permit will cover any needed requirements.
- It is assumed that the existing site ground level elevation is above the 100 year stormwater level so the grade will not have to be raised.

- It is assumed that a geotechnical assessment will not be required.
- The generator will be fueled by a belly tank with under 660 gallons in capacity.
- A noise (sound impact) study will not be conducted for the generator enclosure.

Deliverable: 11 by 17 drawing depicting site plan

Task 2 – Develop Technical Memorandum

A site plan, generator product literature, and opinion of probable cost for budgeting will be developed and summarized in a technical memorandum.

Deliverables: Draft and final versions of the technical memorandum.

Meetings: A review meeting to receive comments from City staff on the draft technical memorandum.

Tasks 3 and 4 – Detailed Design and Bid Package Preparation

Detailed design plans and specifications will be developed for bidding purposes. Opinion of probable cost will be developed at 60, 90 and final percent level of completion.

Deliverables: Submittals of 60, 90 and final percent complete sets of Contract Documents will be made.

Meetings: Review meetings will be held to receive comments for the 60 and 90 percent submittals.

Task 5 – Permitting and Advertisement Assistance

Assistance will be provided to secure building and FDEP permits.

Assistance will be provided to attend Prebid meeting (if held), answer bidder's questions, develop addenda and provide a recommendation for award.

Deliverables:

- Permit applications.
- Addenda, Review of Bidder's Proposal and Recommendation for Award.

Assumptions: Building and FDEP fees will be paid by the City.

Tasks 7 and 8 – Engineering Support Services during Construction

Construction Support services will consist of:

1. Attendance at Preconstruction and Monthly Meetings
2. Review of shop drawings
3. Answering RFIs
4. Review of Pay Applications
5. Development and negotiation of Change Orders
6. Site visits for construction observation
7. Development of punch list
8. Witness Generators and Switchgear electrical Equipment Startup and Testing
9. Witness Comprehensive Testing of interconnection and Functional Operation of new electrical service and electric equipment with the existing well pump's motor. Main Power Distribution Switchboard and Power Transfer Controller.

10. Review of O&M Manuals and Manufacturer's Warranty Certificates
11. Contract Closeout

Task 9 – Project Management

Provide coordination of project, attend project meetings and closeout the project.

SCHEDULE

The following items will be completed within the timeframe indicated:

- We understand that time is of the essence for expediting the design and construction of the water wells improvements
- Detailed design will be completed within 14 weeks of the Notice to Proceed.

FEE

The lump sum fee amount of $143,000 is inclusive of the scope of work described herein and will be billed monthly based on percentage of the work completed.

SUBCONSULTANT PARTICIPATION

The Carollo team will include the following subconsultant:

- Gamboa Engineers, LLC: Mario Gamboa, P.E., will provide electrical and instrumentation and control engineering services. Gamboa Engineers is a minority-owned firm certified in Broward County and Miami Dade County.

Please contact us if you have questions or comments. We look forward to working with you on this project.

Sincerely,

CAROLLO ENGINEERS, INC.

Elizabeth Fujikawa, PE, LEED AP
Vice President
EGF:ch

Boynton Beach Utilities:
Wells 4-5, 7-8 Power Improvements Project Fee Estimate

	LABOR HOURS													PROJECT COSTS				OTHER DIRECT COSTS							
	Liz Fujikawa, P.E. Project Manager	TBD TBD	Project Engineer		Joel Smason Structural Engineer	Chad Green Mechanical Engineer	Design Drafter	Mario Gamboa Lead Electrical and I&C Engineer	Staff Engineer	TBD	Gamboa Drafter	Document Processing/Clerical	Total Labor Hours	Total Labor Cost	Project Equipment Communication Expense (PECE)	Other Direct Costs	TOTAL COST	Airfare	Lodging	Mileage	Per Diem	Document Reproduction	TBD Survey	FCA	Total ODCs
Billing Rate	$ 249	$ 202	$ 140	$ 213	$ 213	$ 149	$ 140	$ 150	$ 100	$ -	$ 88	$ 92			$ -										
Task 1: Define New Generator and Electrical Room at Well 5	8	0	12	0	0	0	0	8	0	0	0	0	28	$ 4,866.00	$ -	$ 200.00	$ 5,066.00								
Electrical- Wells 4&5; Wells 7&8 Improvements	4							8					12	$ 2,194.80	$ -	$ 200.00	$ 2,394.80	$ -	$ -	$ 200.00	$ -	$ -	$ -		$ 200.00
Civil	4		12										16	$ 2,671.20	$ -	$ -	$ 2,671.20	$ -	$ -		$ -	$ -	$ -	$ -	$ -
Architectural													0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
HVAC/Plumbing													0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 2: Develop Tech Memo	12	0	16	0	0	0	8	23	0	0	4	6	69	$ 10,691.80	$ -	$ 200.00	$ 10,891.80								
Review City Building Code	2							1					3	$ 647.40	$ -	$ -	$ 647.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Coordinate FPL Service Change - Wells 7 & 8								4					4	$ 600.00	$ -	$ -	$ 600.00								
Four Well Sites Sketches 4-5 and 7-8	4		8				8	4			4		28	$ 4,184.40	$ -	$ -	$ 4,184.40								
Write Report Sections/Develop Cost Estimate - 4 Wells	4		8					8				4	24	$ 3,679.20	$ -	$ -	$ 3,679.20	$ -	$ -		$ -	$ -	$ -		$ -
Meet with City	1							2					3	$ 548.70	$ -	$ -	$ 548.70	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Finalize Report	1							4				2	7	$ 1,032.10	$ -	$ 200.00	$ 1,232.10	$ -	$ -	$ -	$ -	$ 200.00	$ -	$ -	$ 200.00
Task 3: Detailed Design at Well 4-5 and 7-8	17	0	50	0	0	8	44	154	0	0	155	24	452	$ 57,508.10	$ -	$ 9,120.00	$ 66,628.10								
Title/Index							4						4	$ 560.00	$ -	$ 8,000.00	$ 8,560.00	$ -	$ -	$ -	$ -	$ -	$ 8,000.00		$ 8,000.00
G-01 Four Wells Sites Key Location Plan--			8				8						16	$ 2,237.60	$ -	$ -	$ 2,237.60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
G-02 Well 5 Site Plan--driveway, details	2		16				24						42	$ 6,092.60	$ -	$ -	$ 6,092.60	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-01 Legend (Typ) for all wells 4-5 and 7-8								2			3		5	$ 564.00	$ -	$ -	$ 564.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-02 Electrical Site Plan Modifications at Well 4								3			4		7	$ 802.00	$ -	$ -	$ 802.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-03 Electrical Site Plan Modifications at Well 5								3			8		11	$ 1,154.00	$ -	$ -	$ 1,154.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-04 Electrical Site Plan Modifications at Well 7								3			8		11	$ 1,154.00	$ -	$ -	$ 1,154.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-05 Electrical Site Plan Modifications at Well 8								3			4		7	$ 802.00	$ -	$ -	$ 802.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-06 Ductbank Sections for all Wells								4			4		8	$ 952.00	$ -	$ -	$ 952.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-07 One Line Diagram Modifications at Well 4 & Well 5								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-08 One Line Diagram Modifications at Well 7 & Well 8								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-09 Transfer Switches and Motor Starters at Wells 4 & 5								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-10 Transfer Switches and Motor Starters at Wells 7 & 8								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-11 Power, Controls and Lighting Plan at Wells 5								10			16		26	$ 2,908.00	$ -	$ -	$ 2,908.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-12 Power and Controls Modifications Plan at Wells 7								8			12		20	$ 2,256.00	$ -	$ -	$ 2,256.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-13 Power and Controls Modifications Plan at Wells 8								8			12		20	$ 2,256.00	$ -	$ -	$ 2,256.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-14 Motor Starters Control Schematics - Wells 7 & 8								6			6		12	$ 1,428.00	$ -	$ -	$ 1,428.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-15 Generator & Fuel Tank Control Details at Well 5								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-16 Interconnection with Exist SCADA RTU-Wells 5, 7 & 8								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-17 Conduit & Wiring Schedules - Wells 4 & 5								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
E-18 Conduit & Wiring Schedules Wells 7 & 8								8			8		16	$ 1,904.00	$ -	$ -	$ 1,904.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
ET-1, ET- 2 & ET-3 Electrical Typical Details								6			6		12	$ 1,428.00	$ -	$ -	$ 1,428.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Develop Technical Specifications	8		16			8		8				24	64	$ 8,820.00	$ -	$ -	$ 8,820.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Review meetings--assume 3	3							6					9	$ 1,646.10	$ -	$ 120.00	$ 1,766.10	$ -	$ -	$ 120.00	$ -	$ -	$ -	$ -	$ 120.00
Opinion of Construction Cost	2		4					8					14	$ 2,256.20	$ -	$ -	$ 2,256.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Design Deliverables (assume ten sets, three submittals)	2		6				8	12			8		36	$ 4,959.60	$ -	$ 1,000.00	$ 5,959.60	$ -	$ -	$ -	$ -	$ 1,000.00	$ -	$ -	$ 1,000.00
Task 4: Develop Bid Package	4	0	2	0	0	0	0	8	0	0	6	0	20	$ 3,002.20	$ -	$ -	$ 3,002.20								
Final Deliverable	4		2					8			6		20	$ 3,002.20	$ -	$ -	$ 3,002.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 5 and 6: Permitting Assistance and Advertisement	6	0	4	0	0	0	0	4	0	0	0	0	14	$ 2,651.00	$ -	$ -	$ 2,651.00								
Answer questions from Bldg Department	2		2					4					8	$ 1,376.80	$ -	$ -	$ 1,376.80	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Prepare Addenda, recommendation for award	4		2										6	$ 1,274.20	$ -	$ -	$ 1,274.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 7: Construction Services	26	0	36	0	0	0	0	180	0	0	0	0	242	$ 38,495.40	$ -	$ -	$ 38,495.40								
Shop Drawings x 4 Wells and Generator	4		12					48					64	$ 9,871.20	$ -	$ -	$ 9,871.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
RFIs x 4 Wells and building	4		12					24					40	$ 6,271.20	$ -	$ -	$ 6,271.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Review Possible Change Orders	4		12					16					32	$ 5,071.20	$ -	$ -	$ 5,071.20	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction observation (assume six months)	12							60					72	$ 11,984.40	$ -	$ -	$ 11,984.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Checkout/Startup/Shakedown at 4 Wells	2							32					34	$ 5,297.40	$ -	$ -	$ 5,297.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 8: Closeout	2	0	0	0	0	0	0	28	0	0	16	0	46	$ 6,105.40	$ -	$ -	$ 6,105.40								
Punch list at 4 Wells	2							16					18	$ 2,897.40	$ -	$ -	$ 2,897.40	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
As builts at 4 Wells								12			16		28	$ 3,208.00	$ -	$ -	$ 3,208.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 9: Project Management	30	0	0	0	0	0	0	10	0	0	0	0	40	$ 8,961.00	$ -	$ 1,000.00	$ 9,961.00								
Project Coordination	20												20	$ 4,974.00	$ -	$ -	$ 4,974.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Meeting Attendance (ten month project duration)	10							10					20	$ 3,987.00	$ -	$ 1,000.00	$ 4,987.00	$ -	$ -	$ 1,000.00	$ -	$ -	$ -	$ -	$ 1,000.00
TOTAL	**105**	**0**	**120**	**0**	**0**	**8**	**52**	**415**	**0**	**0**	**181**	**30**	**911**	**$ 132,280.90**	**$ -**	**$ 10,520.00**	**$ 142,800.90**								

GENERAL CONSULTING SERVICES AGREEMENT

THIS AGREEMENT[1] is entered into between the City of Boynton Beach, hereinafter referred to as "the CITY", and CAROLLO ENGINEERS, INC., hereinafter referred to as "the CONSULTANT", in consideration of the mutual benefits, terms, and conditions hereinafter specified.

WHEREAS, pursuant to Section 287.055, Florida Statutes, the Consultants' Competitive Negotiation Act, the CITY'S Procurement Code, the City of Boynton Beach solicited proposals for professional consulting services from qualified engineering firms for required City services; and

WHEREAS, THE CITY issued a Request for Qualifications for General Consulting Services for the City of Boynton Beach, RFQ No. 046-2821-17/TP; and

WHEREAS, the City Commission designated CONSULTANT as one of several qualified consulting firms to provide General Consulting services to the CITY; and

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

ARTICLE 1 - SERVICES

1.1 CONSULTANT agrees to perform General Consulting Services by way of individual task orders, at the request of the CITY during the term of this Agreement, including the provision of all labor, materials, equipment and supplies. The specified projects which may be assigned to CONSULTANT is in conjunction with:

[X]	Scope Category A	Water Plant Modifications, Capacity and Operations Evaluation
[X]	Scope Category B	Infrastructure Improvements and Evaluations
[X]	Scope Category C	Ancillary Studies and Services
	Scope Category D	Transportation Services
	Scope Category E	Architectural and Landscaping Design Services

1.2 SERVICE AND RESPONSIBILITIES

1.2.1 GENERAL: The CONSULTANT agrees to perform work assigned by Task Order(s) under such terms as set forth in the Task Order(s). The terms of the Task Order(s) shall be supplemental to the terms of this Agreement.

1.2.2 The CONSULTANT is responsible for defects in its work and in the work of its Sub-consultants' work.

[1] The term "Agreement" has the same meaning as the term "contract".

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

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

1.2.4.1 Providing any type of property surveys or related engineering services needed for the transfer of interests in real property, and field surveys for design purposes and engineering surveys and staking to enable Contractor to proceed with their work, and providing other special field surveys.

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

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

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

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

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

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

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

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

1.2.6.3 The CONSULTANT shall assist the CITY in the preparation of the necessary proposal information and forms.

1.2.6.4 The CONSULTANT shall advise the CITY of any adjustments to previous estimates of probable Construction Costs indicated by changes in codes, administrative and jurisdictional requirements

of general market conditions.

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

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

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

1.2.6.8 Prior to each phased submittal, the CONSULTANT shall conduct a thorough quality control review and assessment of the work product to determine whether the work is properly coordinated and confirm that the CITY and agency comments have been addressed and incorporated into the Contract Documents. The CONSULTANT shall provide to the CITY a Quality Assurance and Quality Control plan in a format that advises the CITY that all work has been performed as required. A report shall be submitted in accordance with those standards to apprise the CITY that due care has been taken in the preparation of the Contract Documents.

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

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

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

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

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

1.2.8.3 The CONSULTANT shall provide the CITY with a list of recommended prospective bidders.

1.2.8.4 The CONSULTANT shall attend all pre-proposal/per-bid conferences.

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

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

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

1.2.9 The CITY shall make decision on all claims regarding interpretation of the Construction Documents, and on all other matters relating to the execution and progress of the Work after receiving a recommendation from the CONSULTANT. The CONSULTANT shall check schedules, shop drawings and other submissions for the limited purpose of checking conformance with the concept of the project, and for compliance with the information given by the Construction Documents. The CONSULTANT shall also review change orders prepared and submitted by Contractor and review and make recommendations to the City for progress payments to the Contractor based on each project schedule of values and the percentage of work completed. The CONSULTANT will neither have

control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences, or procedures, or for the safety precautions and programs in connection with the construction of the assigned task order projects.

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

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

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

1.2.11 The CONSULTANT shall perform on-site construction observation of each project based on the Construction Documents in accordance with paragraph 1.2.16 "Resident Project Services" of this Agreement. The CONSULTANT'S observation shall determine the progress of the work completed, and whether the work is proceeding in a manner indicating that the work when fully competed will be in accordance with the Construction Documents. On the basis of site visits, the CONSULTANT will provide the CITY with a written report of each site visit in order to reasonably inform the CITY of the progress of the portion of the Work completed. The CONSULTANT shall endeavor to identify for the CITY any defects and deficiencies in the work of contractors, and make written recommendation to the CITY where the work fails to conform to the Construction Documents. The CONSULTANT shall not have control over or charge of, or responsibility for the construction means, methods, techniques, sequences or procedures. or for safety precautions and programs in connection with the Work, nor shall the CONSULTANT be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The CONSULTANT shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work. Based on such observation and the Contractor's Application for Payment, the CONSULTANT shall determine the amount due to the

Contractor and shall issue Certificates for Payment in such amount. These Certificates will constitute a representation to the CITY based on such observations and the data comprising the Application for Payment that the work has progressed to the point indicated. By issuing a Certificate of Payment, the CONSULTANT will also represent to the CITY that to the best of its information and belief, based on what its observation have revealed; the Work is in accordance with the Construction Documents. The CONSULTANT shall conduct observations to determine the dates of substantial and final completion and issue a recommendation for final payment.

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

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

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

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

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

- ❖ Conducting all pre-construction conferences;
- ❖ Conducting all necessary construction progress meetings;
- ❖ Observation of the work in progress to the extent authorized by the CITY;
- ❖ Receipt, review coordination and disbursement of shop drawings and other submittals;
- ❖ Maintenance and preparation of progress reports;

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

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

Although CONSULTANT shall not be responsible for health or safety

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

1.3 ADDITIONAL SERVICES

1.3.1 When additional services are necessary they shall be specified in the written Task Order. Examples of additional (not exclusive) services are:

- ❖ Preparation of applications and supporting documents for private or governmental grants, loans or advances in connection with any particular project.
- ❖ Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by or to the CITY.
- ❖ Services resulting from significant changes in the general scope, extent or character of any particular project or its design including but not limited to, changes in size, complexity, the CITY'S schedule, character of construction or method of financing, and revising previously accepted studies, reports, design documents or Construction Contract Documents when such revisions are required by changes to laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.
- ❖ Providing renderings or models for the CITY'S use.
- ❖ Preparing documents for alternate Proposals requested by the CITY for work that is not executed for documents for out-of-sequence work.
- ❖ Investigations and studies involving but not limited to, detailed considerations of operations, maintenance and overhead expenses; providing value engineering during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for a project; evaluating processes available for licensing and assisting the CITY in obtaining process licensing; detailed quantity surveys of material, equipment and labor, and audits or inventories required in connection with construction performed by the CITY.
- ❖ Assistance in connection with Proposal/proposal protests, re-bidding or re-negotiating contracts for construction, materials, equipment or services, unless the need for such assistance is reasonably determined by the CITY to be caused by the CONSULTANT (e.g. defective plans and/or specifications which inhibit contractors from submitting

proposals) in which event there shall be no additional cost for the provision of such services.

- ❖ Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation, arbitration or other legal or administrative proceeding.
- ❖ Additional services in connection with a project not otherwise provided in this Agreement.
- ❖ Services in connection with a project not otherwise provided for in this Agreement.
- ❖ Services in connection with a field order or change order requested by the CITY.
- ❖ Providing artwork, models, or renderings as requested by the CITY.

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

- ❖ Services in connection with work changes necessitated by unforeseen conditions encountered during construction.
- ❖ Services after the award of each contract in evaluating and determining the acceptability of an unreasonable or excessive number of claims submitted by Contractor, except to the extent such claims are caused by the errors or omissions of the CONSULTANT.
- ❖ Additional or extended services during construction made necessary by 1) work damaged by fire or other cause during construction, 2) a significant amount of defective or negligent work of any contractor, 3) acceleration of the progress schedule involving services beyond normal working hours, or 4) default by any contractor; provided however, if a fire occurs as a direct result of errors or omissions in the design by the CONSULTANT or if the CONSULTANT fails to notify the Contractor of the deficient quality of their workmanship pursuant to CONSULTANT'S duties as described in the Contract Documents, the CONSULTANT'S additional services shall be deemed part of Basic Services and compensated as such.
- ❖ Services in connection with any partial utilization of any part of a project by the CITY prior to Substantial Completion.
- ❖ Services to evaluate the propriety of substitutions or design alternates proposed by the Contractor and involving methods of construction, materials, or major project components either during bidding and/or Negotiation services or Construction Contract award. The cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.
- ❖ Services in making revisions to drawings and specifications occasioned by the acceptance of substitutions proposed by the Contractor, unless such substitutions are due to a design error by the CONSULTANT in which case such services shall be deemed Basic Services. Except when caused by a design error by the CONSULTANT, the cost of such services shall be borne by the Contractor, and this requirement shall be included in the construction contract.

1.4 CITY'S RESPONSIBILITIES

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

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

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

1.4.1.3 Assist the CONSULTANT by providing at the CONSULTANT'S request all available information pertinent to the Project including previous reports and any other data relative to design or construction of the project.

1.4.1.4 Furnish to the CONSULTANT, if required for the performance of CONSULTANT'S services (except where otherwise furnished by the CONSULTANT as Additional Services), the following:

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

1.4.1.6 Appropriate professional interpretations of all of the foregoing;

1.4.1.7 Environmental assessment and impact statements;

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

1.4.1.9 Property descriptions;

1.4.1.10 Zoning, deed and other land use restrictions;

1.4.1.11 Approval and permits required in the CITY'S jurisdiction and those from outside agencies unless such approvals and permits are the responsibility of the CONSULTANT; and

1.4.1.12 Arrange for access to make all provisions for the CONSULTANT to enter upon the CITY'S property as required for the CONSULTANT to perform services under this Agreement.

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

1.5 SEQUENCE OF EVENTS

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

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

1.5.3 Proposals received by CONSULTANT as a result of task order/written task order that exceeds $25,000 in cost will require approval from CITY Commission before execution of services in accordance with the CITY'S Procurement Administrative Policy.

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

1.5.5 It is anticipated and intended that the CONSULTANT will be authorized to begin new task orders on a "rolling" basis, as some already assigned task orders near timely completion. If a subsequent Task Order is issued to the CONSULTANT before it has completed the current task order, the completion date for each Task Order will remain independent of each other so that the CONSULTANT will prioritize the uncompleted Task Order from the first Task Order and finish as soon as practical. Failure to complete the "older" task orders in a timely manner, may adversely impact upon continued early authorization to start a subsequent work.

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

1.5.7 Should the CONSULTANT exceed the assigned completion time, the CITY reserves the right not to issue to the CONSULTANT any further task orders until such time as it is no longer in default, and the CONSULTANT has demonstrated to the CITY'S satisfaction, the reasons for tardy completion

have been addressed and are not likely to be repeated in subsequent task orders. This restricted issuance provision may result in the CONSULTANT not being issued all of the planned work the CITY anticipated in this Agreement. The CONSULTANT shall have no right to the balance of any work, or to any compensation associated with these non-issued task orders due to the CONSULTANT being rendered in default.

1.5.8 Should the CONSULTANT remain in default for a period of fifteen (15) consecutive calendar days beyond the time frame provided in Paragraph 1.5.6 the CITY may at its sole option retain another CONSULTANT to perform any work arising out of this Agreement and/or terminate this Agreement.

1.6 DEFINITION OF DEFAULT

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

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

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

- ❖ The difference between the amount that has been paid to the CONSULTANT and the amount required to complete the CONSULTANT'S work, provided the fees by the firm replacing the CONSULTANT are reasonable and the hourly rates do not exceed the CONSULTANT'S rates. This amount shall also include procurement and administrative costs incurred by the CITY.
- ❖ In the event of default by the City, CONSULTANT may suspend the Work pending receipt of such payment.

1.6.3. The CITY may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing, and may be exercised from time to time and as often and in such order as may be deemed expedient by the CITY. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The CITY'S rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the CITY in law or in equity.

ARTICLE 2 - TERM

2.1 The initial Contract period shall be for an initial two (2) years, commencing at the execution of the contract, and the City reserves the right to unilaterally renew the contract for three (3) additional one (1) year periods under the same terms, conditions. The CONSULTANT understands and acknowledges that the Services to be performed during the two (2) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the CONSULTANT.

2.2 In the event that services are scheduled to end either by contract expiration or by termination by the CITY (at the CITY'S discretion), the CONSULTANT shall continue the services, if requested by the CITY, or until task or tasks is/are completed. At no time shall this transitional period extend more than one-hundred and eighty (180) calendar days beyond the expiration date of the existing contract. The CONSULTANT will be reimbursed for this service at the rate in effect when this transitional period clause was invoked by the CITY.

ARTICLE 3 - TIME OF PERFORMANCE

3.1 Work under this Contract shall commence upon the giving of written notice by the CITY to the CONSULTANT by way of an executed task order and resultant task order. CONSULTANT shall perform all services and provide all work product required pursuant to this Contract and the specific task order by the Sequence of Events, or unless an extension of time is granted in writing by the CITY.

ARTICLE 4 - PAYMENT

4.1 The CONSULTANT shall be paid by the CITY for completed work and for services rendered under this agreement as follows:

- Payment for the work provided by CONSULTANT shall be made in accordance with the Fee Schedule as provided in Exhibit "A" attached hereto.
- Payment as provided in this Section shall be full compensation for work performed, services rendered and for all materials, supplies, equipment and incidentals necessary to complete the work.
- Compensation for sub-CONSULTANTS will be negotiated based on each task order. Compensation will be through a direct mark-up in

accordance with the Schedule of Professional Fees attached hereto. Sub-consulting services shall be approved by the CITY'S representative prior to performance of the sub-consulting work. Consulting time for processing and management of the sub-CONSULTANT shall not be included in direct costs as the direct mark-up is applied for management efforts.

- The CONSULTANT may submit vouchers to the CITY once per month during the progress of the Work for partial payment for project completed to date. Such vouchers will be verified by the CITY, and upon approval thereof, payment will be made to the CONSULTANT in the amount approved.

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

- Computation of Time Charges/Not-to-Exceed Method of Payment: When a service is to be compensated based on time charge/not-to-exceed method, the CONSULTANT shall submit a not-to-exceed proposal to the CITY'S representative for prior approval based on estimated labor hours and hourly rates which shall not exceed the established hourly rates as per the Schedule of Professional Fees attached hereto, plus sub-CONSULTANT services and other related costs supporting the proposed work. The CITY shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the total not-to-exceed cost amount.

- Final payment of any balance due the CONSULTANT of the total contract price earned will be made promptly upon its ascertainment and verification by the CITY after the completion of the Work under this Agreement and its acceptance by the CITY, which shall occur no later than 30 days following receipt of the invoice.

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

- The cost of all services as stated herein shall remain fixed and firm for the initial two (2) year period of the contract. Costs for subsequent years and any extension terms shall be subject to an adjustment only if increases incur in the industry. However, unless very unusual and significant changes have occurred in the industry, such increases shall not exceed 5% per year, or whichever is less, the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) (National) as published by the Bureau of Labor Statistics, U.S.

Department Labor. The yearly increase, or decrease in the CPI shall be the latest index published and available ninety (90) days prior to the end of the contract year then in effect, compared to the index for the same month one (1) year prior. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the contract anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the contract. In the event the CPI or industry costs decline, the CITY shall have the right to receive from the CONSULTANT, a reasonable reduction in costs that reflect such changes in the industry.

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

ARTICLE 5 - OWNERSHIP AND USE OF DOCUMENTS

5.1 Upon completion of the project and final payment to CONSULTANT, all documents, drawings, specifications and other materials produced by the CONSULTANT in connection with the services rendered under this Contract the documents shall be the property of the CITY whether the Project for which they are made is executed or not. Notwithstanding the foregoing, the CONSULTANT shall maintain the rights to reuse standard details and other design features on other projects. The CONSULTANT shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with CONSULTANT'S endeavors. Any use of the documents for purposes other than as originally intended by this Contract, without the written consent of CONSULTANT, shall be at the CITY'S sole risk and without liability to CONSULTANT and CONSULTANT'S sub-CONSULTANTS.

ARTICLE 6 - FUNDING

6.1 This Contract shall remain in full force and effect only as long as the expenditures provided in the Contract have been appropriated by the City Commission of Boynton Beach in the annual budget for each fiscal year of this Contract, and is subject to termination based on lack of funding.

ARTICLE 7 - WARRANTIES AND REPRESENTATIONS

7.1 CONSULTANT represents and warrants to the CITY that it is competent to engage in the scope of services contemplated under this Contract and that it will retain and assign qualified professionals to all assigned projects during the term of this Contract. CONSULTANT'S services shall meet a standard of care for professional engineering and related services equal to the standard of care for engineering professional practicing under similar conditions. In submitting its response to the RFQ, CONSULTANT has represented to CITY that certain individuals employed

by CONSULTANT shall provide services to CITY pursuant to this Contract. CITY has relied upon such representations. Therefore, CONSULTANT shall not change the designated Project Manager for any project without the advance written approval of the CITY, which consent shall not be unreasonably withheld.

ARTICLE 8 - COMPLIANCE WITH LAWS

8.1 CONSULTANT shall, in performing the services contemplated by this service Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract, shall review and comply with laws, regulations, codes and standards in effect as of the date of this agreement that are applicable to CONSULTANT'S services and shall exercise professional care and judgment to comply with requirements imposed by governmental authorities having jurisdiction over the project. Should changes in any law, ordinance, or regulation result in increased costs or delays to services rendered, both parties agree to an equitable adjustment to schedules and prices.

ARTICLE 9 - INDEMNIFICATION

9.1 Subject to the limiting provisions of Florida Statute 725.08, CONSULTANT shall indemnify, and hold harmless the CITY, its offices, agents and employees, from and against any and all losses, or any portion thereof, including reasonable attorneys' fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to CONSULTANT'S own employees, or damage to property to the extent caused by negligence, recklessness, or intentionally wrongful conduct of CONSULTANT or other persons employed or utilized by CONSULTANT in performance of CONSULTANT'S duties. Neither party to this Contract shall be liable for any special, incidental, indirect or consequential damages of any kind, including but not limited to lost profits or use that my result from this Contract or out of the services or goods furnished hereunder.

9.2 To the greatest extent permitted pursuant to Section 725.06, Florida Statutes, CONSULTANT's indemnification obligation (when providing services to CITY) shall not exceed the value of CONSULTANT's total compensation. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

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

ARTICLE 10 - INSURANCE

10.1 During the performance of the services under this Contract, CONSULTANT shall maintain the following insurance policies, and provide certificates of insurance evidencing such coverages and limits, and shall be written by an insurance company authorized to do business in Florida.

10.1.1 Worker's Compensation Insurance: The CONSULTANT shall procure and maintain for the life of this Contract, Worker's Compensation Insurance covering all employees with limits meeting all applicable state and federal laws. CONSULTANT shall include the Worker's Compensation and Employer's Liability Insurance requirements in its subcontracts. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-CONSULTANT that does not have their own Worker's Compensation and Employer's Liability Insurance, unless not required by statute. The policy must contain a waiver of subrogation in favor of the CITY of Boynton Beach, executed by the insurance company.

10.1.2 Comprehensive General Liability: The CONSULTANT shall procure and maintain for the life of this Contract, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors, Products Completed Operations and Contractual Liability with specific reference of Article 9, "Indemnification" of this Contract. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from CONSULTANT'S negligent performance of this Agreement. CONTRACTOR shall maintain a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate for personal injury/ and $1,000.000 per occurrence/aggregate for property damage. The general liability insurance shall include the CITY as an additional insured and shall include a provision prohibiting cancellation of the policy upon thirty (30) days prior written notice to the CITY, except for cancellation due to non-payment of premium.

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

10.1.4 Professional Liability (Errors and Omissions) Insurance: The CONSULTANT shall procure and maintain for the life of this Contract in the minimum amount of $1,000,000 per claim/aggregate.

10.2 It shall be the responsibility of the CONSULTANT to ensure that all sub-CONSULTANTS comply with the same insurance requirements referenced above.

10.3 In the judgment of the CITY, prevailing conditions warrant the provision by the CONSULTANT of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONSULTANT of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONSULTANT fail or refuse to satisfy the requirement of changed coverage within the thirty (30) days following the CITY'S written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONSULTANT, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.

10.4 CONSULTANT shall, for a period of two (2) years following the termination of the Agreement, maintain a "tail coverage" in an amount equal to that described above if coverage is not otherwise renewed for Comprehensive Liability Insurance on a claims-made policy only.

ARTICLE 11 - INDEPENDENT CONTRACTOR

11.1 The CONSULTANT and the CITY agree that the CONSULTANT is an independent CONSULTANT with respect to the services provided pursuant to this Contract. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties hereto. Neither CONSULTANT nor any employee of CONSULTANT shall be entitled to any benefits accorded CITY employees by virtue of the services provided under this Contract. The CITY shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to CONSULTANT, or any employee of CONSULTANT.

11.2 CONSULTANT acknowledges and understands that, as an independent CONSULTANT pursuant to this Agreement, CONSULTANT shall comply with Chapter 119, Florida Statutes, as amended (Public Records). CONSULTANT'S obligation includes, but is not limited to CONSULTANT'S obligation to preserve public records and make public records available to third parties in addition to the CITY.

ARTICLE 12 - COVENANT AGAINST CONTINGENT FEES

12.1 The CONSULTANT warrants that he has not employed or retained any company or person, other than a bonafide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the CITY shall have the right to annul this Contract without liability or, in its discretion to deduct from the contract

price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 13 – TRUTH-IN-NEGOTIATION CERTIFICATE

13.1 Execution of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract is accurate, complete, and current as of the date of the Contract.

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

ARTICLE 14 - SUBCONTRACTING

14.1 The CITY reserves the right to accept the use of a SUB-CONSULTANT or to reject the selection of a particular sub-CONSULTANT and to inspect all facilities of any SUB-CONSULTANTS in order to make a determination as to the capability of the SUB-CONSULTANT to perform properly under this contract. The CONSULTANT is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONSULTANT uses any sub CONSULTANTS on this project the following provisions of this Article shall apply:

14.2 If a SUB-CONSULTANT fails to perform or make progress, as required by this Contract, and it is necessary to replace the SUB-CONSULTANT to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new SUB-CONSULTANT by the CITY. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this contract as set forth in the Scope of Work.

14.3 The CONSULTANT, its SUB-CONSULTANTS, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and it's agreement with the SUB-CONSULTANT for work to be performed for the City the CONSULTANT must incorporate the terms of this contract.

ARTICLE 15 - DISCRIMINATION PROHIBITED

15.1 The CONSULTANT, with regard to the work performed by it under this Contract, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

ARTICLE 16 - ASSIGNMENT

16.1 The CONSULTANT shall not sublet or assign any of the services covered by this Contract without the express written consent of the CITY.

ARTICLE 17 - NON-WAIVER

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

ARTICLE 18 – TERMINATION

18.1 Termination for Convenience: This Contract may be terminated by the CITY for convenience, upon ten (10) days of written notice by the terminating party to the other party for such termination in which event the CONSULTANT shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the CONSULTANT abandons the Contract or causes it to be terminated, CONSULTANT shall indemnify the CITY against loss pertaining to this termination.

18.2 Termination for Default: In addition to all other remedies available to the CITY, this Contract shall be subject to cancellation by the CITY for cause, should the CONSULTANT neglect or fail to perform or observe any of the material terms, provisions, conditions, or requirements herein contained, if such neglect or failure continue for a period of thirty (30) days after receipt by CONSULTANT of written notice of such neglect or failure. In the event of non-payment of other material breach of this Contract by CITY, the Contract is subject to cancellation by CONSULTANT should such condition continue for a period of thirty (30) days after receipt by CITY of written notice of breach.

ARTICLE 19 – DISPUTES AND VENUE

19.1 Any dispute arising out of the terms or conditions of this Contract shall be adjudicated within the courts of Florida. Further, this Contract shall be construed under Florida Law. Claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract shall be in a court of law. The CITY does not consent to mediation or arbitration for any matter connected to this Contract. The parties agree that any action arising out of this Contract shall take place in Palm Beach County, Florida.

ARTICLE 20 – UNCONTROLLABLE FORCES

20.1 Neither the CITY nor CONSULTANT shall be considered to be in default of this Contract if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Contract and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and

governmental actions. In such circumstances, parties agree to an equitable adjustment of schedules and prices.

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

ARTICLE 21 – CITY-PROVIDED INFORMATION AND SERVICES

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

ARTICLE 22 – ESTIMATES AND PROJECTIONS

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

ARTICLE 23 – THIRD PARTIES

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

ARTICLE 24 - NOTICES

24.1 All notices required in this Contract shall be sent to the CITY and shall be mailed to:

City of Boynton Beach
Attn: Utilities Director
124 E. Woolbright Road
Boynton Beach, FL 33435

Copy to:
City of Boynton Beach
Attn: Procurement Services
P.O. Box 310
Boynton Beach, FL 33425

And Notices to CONSULTANT, shall be sent to the following address:

CAROLLO ENGINEERING, INC.
Attn: Elizabeth Fujikawa
9897 Lake Worth Road
Suite 302
Lake Worth, FL 33467

ARTICLE 25 - INTEGRATED AGREEMENT

25.1 This Contract, together with the RFQ/RFP and any addenda and/or attachments, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements written or oral. This Contract may be amended only by written instrument signed by both CITY and CONSULTANT.

25.2 In the event of a conflict between a provision of this Agreement and a provision of an individual Task Order, the provision of the Task Order will control.

ARTICLE 26 - SOVEREIGN IMMUNITY

26.1 CITY is a political subdivision of the State of Florida and enjoys sovereign immunity. Nothing in the Agreement is intended, nor shall be construed or interpreted, to waive or modify the immunities and limitations on liability provided for in Section 768.28, Florida Statute, as may be emended from time to time, or any successor statute thereof. To the contrary, all terms and provisions contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to any successor statute thereof. To the contrary, all terms and provision contained in the Contract, or any disagreement or dispute concerning it, shall be construed or resolved so as to insure CITY of the limitation from liability provided to the State's subdivisions by state law.

26.2 In connection with any litigation or other proceeding arising out of the Contract, the prevailing party shall be entitled to recover its own costs and attorney fees through and including any appeals and any post-judgment proceedings. CITY'S liability for costs and attorney's fees, however, shall not alter or waive CITY'S entitlement to sovereign immunity, or extend CITY'S liability beyond the limits established in Section 768.28, Florida Statutes, as amended.

ARTICLE 27 – PUBLIC RECORDS

27.1 The City is public agency subject to Chapter 119, Florida Statutes. The CONSULTANT shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

A. Keep and maintain public records required by the CITY to perform the service;

B. Upon request from the CITY'S custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat. or as otherwise provided by law;

C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and

D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY'S custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

(CITY CLERK)
P.O. BOX 310
BOYNTON BEACH, FLORIDA, 33425
561-742-6061.
PYLEJ@BBFL.US

Article 28 - LIMITATION OF LIABILITY

THE PARTIES HAVE EVALUATED THE RESPECTIVE RISKS AND REMEDIES UNDER THIS AGREEMENT AND AGREE TO ALLOCATE THE RISKS AND RESTRICT THE REMEDIES TO REFLECT THAT EVALUATION. CITY AGREES TO RESTRICT ITS REMEDIES UNDER THIS AGREEMENT AGAINST CONSULTANT, ITS PARENTS, AFFILIATES AND SUBSIDIARIES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, SHAREHOLDERS AND EMPLOYEES, ("CONSULTANT'S COVERED PARTIES"), SO THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT'S COVERED PARTIES SHALL NOT EXCEED THE VALUE OF CONSULTANT'S SERVICES UNDER THE ASSIGNED TASK ORDER. THIS RESTRICTION OF REMEDIES SHALL APPLY TO ALL SUITS, CLAIMS, ACTIONS, LOSSES, COSTS (INCLUDING ATTORNEY FEES) AND DAMAGES OF ANY NATURE ARISING FROM OR RELATED TO THIS AGREEMENT WITHOUT REGARD TO THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS IMPOSED. CLAIMS MUST BE BROUGHT WITHIN ONE CALENDAR YEAR FROM PERFORMANCE OF THE SERVICES UNLESS A LONGER PERIOD IS REQUIRED BY LAW.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

DATED this 22nd day of August, 2018.

CITY OF BOYNTON BEACH

City Manager

ELIZABETH FUJIKAWA/
LYLE MUNCE

CONSULTANT

CAROLLO ENGINEERS, INC. CORPORATE SEAL carollo DELAWARE

(Corporate Seal)

Attest/Authenticated:

Title

City Clerk

Approved as to Form:

Office of the City Attorney

Attest/Authenticated:

Michael W. Barnes, Secretary

EXHIBIT "A"

FEE SCHEDULE

FIRM: Carollo Engineers, Inc.

DATE: March 14, 2018

Personnel Classifications	**Hourly Rate**
Principal	$279.00
Project Manager	$279.00
Senior Engineer	$202.00
Process Engineer	$202.00
Sr Electrical Egn.	$257.00
Elec. Egn.	$202.00
Process Control/Inst. Egn.	$202.00
Sr. Mechanical Engineer	$257.00
Mechanical Engineer	$202.00
Engineer	$162.00
Designer	$140.00
GIS Specialist	$185.00
CADD/Technician	$140.00
Public Relations Specialist	N/A
Construction Inspector	$141.00
Sr. Rate analyst	$202.00
Clerical/Administrative	$105.00

Reimbursable Expenses:

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

EXHIBIT "B"

City of Boynton Beach Risk Management Department

INSURANCE ADVISORY FORM

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

TYPE (Occurrence Based Only)	**MINIMUM LIMITS REQUIRED**	
General Liability	General Aggregate	$ 1,000,000.00
Commercial General Liability	Products-Comp/Op Agg.	$ 1,000,000.00
Owners & Contractor's Protective (OCP)	Personal & Adv. Injury	$ 1,000,000.00
Liquor Liability	Each Occurrence	$ 1,000,000.00
Professional Liability	Fire Damage (any one fire)	$ 50,000.00
Employees & Officers	Med. Expense (any one person)	$ 5,000.00
Pollution Liability		
Asbestos Abatement		
Lead Abatement		
Broad Form Vendors		
Premises Operations		
Underground Explosion & Collapse		
Products Completed Operations		
Contractual		
Independent Contractors		
Broad Form Property Damage		
Fire Legal Liability		
Automobile Liability	Combined Single Limit	$ 500,000.00
Any Auto	Bodily Injury (per person)	to be determined
All Owned Autos	Bodily Injury (per accident)	to be determined
Scheduled Autos	Property Damage	to be determined
Hired Autos	Trailer Interchange	$ 50,000.00
Non-Owned Autos		
PIP Basic		
Intermodal		
Garage Liability	Auto Only, Each Accident	$ 1,000,000.00
Any Auto	Other Than Auto Only	$ 100,000.00
Garage Keepers Liability	Each Accident	$ 1,000,000.00
	Aggregate	$ 1,000,000.00
Excess Liability	Each Occurrence	to be determined
Umbrella Form	Aggregate	to be determined
Worker's Compensation		Statutory Limits
Employer's Liability	Each Accident	$ 100,000.00
	Disease, Policy Limit	$ 500,000.00
	Disease Each Employee	$ 100,000.00
Property		
Homeowners Revocable Permit		$ 300,000.00
Builder's Risk		Limits based on Project Cost
Other - As Risk Identified		to be determined

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS

Date:		Name of Firm:					
Office Location:							
1.	Service:	(Check One)	☐	Planning/Study Activity, Report, Other			
			☐	Design/Engineering Services/Preliminary Bid Document			
			☐	Final Document/Bidding/Contractor Award			
			☐	Construction Phase/Completion			
2.	Name of Project:						
3.	Project Manager:						
CONSTRUCTION CONTRACT DATA							
5.							
a. Engineer's estimate:		$		Final Cost:	$		
b. Substantial Construction Completion Date:							
c. Final Construction Completion Date:							
6.	Overall Rating	(Check One)	☐	Unsatisfactory			
			☐	Poor			
			☐	Fair			
			☐	Good			
			☐	Excellent			
7.	Recommended for Future Contracts?		☐	Yes	☐	No	☐ Conditional
If other than yes, provide detailed explanation on a separate sheet of paper.							
8.	Name, title, and office of rating officer (e.g. Utilities Director):						
9.	Signature of rating officer:						

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

DESIGN/ENGINEERING SERVICES AND PRELIMINARY BID DOCUMENT PREPARTION PHASE

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough site investigation	1	2	3	4	5	
2.	Meeting cost limitations	1	2	3	4	5	
3.	Design/results suitability	1	2	3	4	5	
4.	Cooperative & responsive	1	2	3	4	5	
5.	Timeliness of submissions	1	2	3	4	5	
6.	*Plans clear/detailed	1	2	3	4	5	
7.	*Plan/spec accuracy	1	2	3	4	5	

*Preliminary administrative/limited staff review/evaluation of levels of clarity, accuracy, and coordination between disciplines.

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

FINAL DOCUMENT PREPARATION, BID, & AWARD BY CONSULTANT

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Specs afford competition	1	2	3	4	5	
2.	Specs complete/thorough	1	2	3	4	5	
3.	Accuracy of documents	1	2	3	4	5	
4.	Requirements within engineer's estimate	1	2	3	4	5	
5.	Cooperative attitude	1	2	3	4	5	
6.	Timeliness of submissions	1	2	3	4	5	
7.	Pre-bid conference participation	1	2	3	4	5	
8.	Response to inquiries	1	2	3	4	5	
9.	Bid evaluation quality/timeliness	1	2	3	4	5	
10.	Response to building & permitting agencies	1	2	3	4	5	
11.	Addendum preparation & permit applications	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS (CONTINUED)

CONSTRUCTION PHASE COMPLETION

	Rate numerically 1 to 5 with 5 being the highest score						N/A
1.	Drawings Reflect True Conditions	1	2	3	4	5	
2.	Plans/Specs Accurate/Coordinated	1	2	3	4	5	
3.	Design Constructability	1	2	3	4	5	
4.	Timeliness/Quality of Processing Submittals	1	2	3	4	5	
5.	Product/Equipment Selection Availability	1	2	3	4	5	
6.	Field Consultation and Investigations	1	2	3	4	5	
7.	Quality of Support Services	1	2	3	4	5	
8.	Overall Construction Contract Administration	1	2	3	4	5	
9.	Project Closeout Documentation Review	1	2	3	4	5	
10.	Validity of Claims for Extra Costs	1	2	3	4	5	
11.	Did Consultant provide sufficient copies of signed plans to allow for timely review and approval by all Permitting Agencies?	1	2	3	4	5	
12.	Did the Consultant actively participate in overcoming problems with the Contractor, Building Officials and/or Regulatory Agencies?	1	2	3	4	5	
13.	Change Order Processing (Accuracy, Timeliness, Documentation, etc.)	1	2	3	4	5	
14.	Did the Consultant exercise adequate/effecting coordination and control of subconsultant(s) or associate(s) work and paperwork?	1	2	3	4	5	
15.	Proactive Participation in Resolution of Dispute(s)?	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

EXHIBIT "C"
PERFORMANCE EVALUATION FORM
CONSULTING ENGINEERS
(continued)

PLANNING/STUDY ACTIVITY, REPORT, OTHER

		Rate numerically 1 to 5 with 5 being the highest score					N/A
1.	Thorough investigation of situation or activity	1	2	3	4	5	
2.	Cooperative attitude	1	2	3	4	5	
3.	Timeliness of submissions	1	2	3	4	5	
4.	Accuracy of documents	1	2	3	4	5	
5.	Did the Consultant offer cost saving solutions?	1	2	3	4	5	
6.	Did the Consultant actively participate in problem solving?	1	2	3	4	5	
7.	Overall results	1	2	3	4	5	

Name and title of rating officer (e.g. Utilities Director):	
Signature of rating officer:	

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO.19-027 - FIRST READING - Approve proposed code language implementing Sustainable Development Standards recommended by the Climate Action Plan and CRA Redevelopment Plan (CDRV 19-005) - Amending the LAND DEVELOPMENT REGULATIONS: Chapter 4. Site Development Standards. Applicant: City-initiated.

EXPLANATION OF REQUEST:

In the fall of 2017, city staff assembled a Sustainability Committee and began meeting bimonthly to initiate a revision to the City's Climate Action Plan (CAP) and review departmental Action Plan responsibilities. Planning staff took the lead on developing a new section of the Land Development Regulations (LDR) titled “Sustainable Development Standards” to achieve the above-stated CAP objective and further the depth and quality of the City's environmentally-sensitive standards. Over the past seven months, Planning & Zoning staff and the Sustainability Coordinator worked together on the following tasks:

1. Reviewed existing sections of the LDR that address aspects of sustainability (e.g., urban design, landscape design, lighting, transportation and parking, water conservation, and stormwater management);
2. Reviewed other cities’ regulations for best practices in requiring or incentivizing sustainable development; and
3. Drafted a list of sustainable site and building design features, and an associated point system, to ensure that developments meet a required threshold for sustainable design.

The intent of the Sustainable Development Standards is to require new development and redevelopment projects to utilize a level of site and building design options that conserve energy, promote a healthy sustainable landscape, support public health and safety, and otherwise increase the development’s sustainability. The standards ensure that developers implement “green” practices above and beyond the City’s existing Code requirements, yet allow them to choose which specific practices they will implement to achieve the required number of points.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: N/A

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION: Amendment to the Land Development Regulations to implement the Climate Action Plan.

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance approving creating of Sustainable Development Standards
Staff Report	Staff Report
Amendment	Exhibit A - Sustainable Development Regulations

ORDINANCE NO. 19 -

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING LAND DEVELOPMENT REGULATIONS, CHAPTER 4, "SITE DEVELOPMENT STANDARDS" BY CREATING A NEW ARTICLE XII, ENTITLED "SUSTAINABLE DEVELOPMENT STANDARDS"; PROVIDING FOR PURPOSE AND INTENT, APPLICABILITY, EXEMPTIONS, SUSTAINABLE DEVELOPMENT OPTIONS AND MAINTENANCE; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the purpose for creating Sustainable Development Standards is to require new development and redevelopment projects to utilize a level of site and building design options that conserve energy, promote a healthy sustainable landscape, support public health and safety and increase the development's sustainability; and

WHEREAS, the standards ensure that developers implement "green" practices above and beyond the City's existing Code requirements yet allow them to choose which specific practices they will implement to achieve the required number of points.

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

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. That Chapter 4, Article XII, entitled "Sustainable Development Standards" is hereby created by adding the words and figures in underlined type, and by deleting the words and figures in struck-through type, as follows:

CHAPTER 4, ARTICLE XII. SUSTAINABLE DEVELOPMENT STANDARDS

Section 1. General

A. Purpose and Intent.

The purpose and intent of these standards is to promote sustainable development practices as a means of addressing global climate change, protecting natural resources, and ensuring a high quality life for existing and future residents. More specifically, it is intended to require new development and redevelopment projects to utilize a level of site and building design options that conserve energy, promote a healthy, sustainable landscape, support public health and safety, and otherwise increase the development's overall sustainability.

B. Applicability.

All applications for approval of a New Site Plan, Major Site Plan Modification, or Minor Site Plan Modification (resulting in an increase, or replacement, of building square footage by 5,000 square feet or more), involving multifamily and planned unit residential, nonresidential, and mixed use development shall incorporate a sufficient number of sustainable design options from Table 3-1, Sustainable Development Options and Points, to demonstrate achievement of the minimum number of points required below:

1. Multifamily residential development consisting of a minimum of 3 dwelling units and up to 25 shall achieve at least 15 points.
2. Multifamily residential development consisting of more than 25 dwelling units shall achieve at least 20 points.
3. Mixed Use and Planned Unit residential development consisting of a minimum of 3 dwelling units and up to 20 shall achieve at least 15 points.
4. Mixed Use and Planned Unit residential development consisting of a minimum of 21 dwelling units and up to 50 shall achieve at least 20 points.
5. Mixed Use and Planned Unit residential development consisting of more than 50 units shall achieve at least 25 points.
6. Nonresidential development of a size less than one (1) acre shall achieve at least 20 points.
7. Nonresidential development of a size greater than one (1) acre shall achieve at least 25 points.

C. Exemptions.

1. Interior renovations to existing buildings and structures;
2. Construction of single-family or duplex dwelling unit on an individually platted lot within single-family or two-family residential districts; and
3. Buildings exempt from local building permits or governmental review pursuant to state or federal statutes.

D. Sustainable Development Options.

Table 3-1, Sustainable Development Options and Points, sets forth a range of sustainable site and building design features and the number of points achieved by incorporating each design feature (or specified levels of the design feature).

Section 2. Required Sustainable Development Standards (Table 2-1)

1. Required Sustainable Development Standards		
Outdoor Lighting	Utilization of Warm White LED lighting for parking lots, pathway lighting, accent lighting and exterior building lighting.	
Butterfly Attracting Landscape Material	The Landscape Plan is designed to utilize a minimum of 5% butterfly attracting shrubs and trees in the planting scheme, with a minimum of three different species of plant material.	

Electric Charging Stations	Provision of a Level 2 charging station capable of servicing two parking spaces for every fifty (50) dwelling units, or fraction thereof, in residential developments and one (1) per every 50,000 square feet of non-residential development.	
White Roof	Required for all projects utilizing flat surfaces, roof must be white.	

Section 3. Sustainable Development Options and Points (Table 3-1)

1. ENERGY		
Heat Island Reduction	The use of any combination of the following strategies for areas of the non-roof impervious site (including road, parking lots, driveways, sidewalks and courtyards). • Provision of shade within parking / pedestrian areas from open structures, such as pergolas, covered walks, parking lot sunshades, etc., with a Solar Reflectance Index (SRI) of 29, as demonstrated by the manufacturer or the architect or engineer of record. • Use of only paving materials with a Solar Reflectance Index (SRI) of 29, as demonstrated by the manufacturer or the architect or engineer of record. • Use of only canopy trees within, and along the perimeter of parking lots, following the regulations in the Landscape Code for "Large Landscape Islands".	
	25% of the non-roof impervious site	2
	50% of the non-roof impervious site	4
	75% of the non-roof impervious site	6
Efficient Cooling	All air conditioners are Energy Star qualified. Minimum SEER 16.	2
Efficient Water Heating	At least 75% of hot water on premises is heated via Energy Star Certified water heaters or solar water heaters.	2
Cool Roof	Use roofing materials that have a Solar Reflectance Index (SRI) ≥ 75 for low-sloped roofs (<2:12) or 25 for steep-sloped roofs (>2:12) for a minimum of 75% of the roof surface.	2
Building Color	Utilization of white or cool light colors for the body of buildings to reflect rather than absorb heat and reduce cooling costs. Accent and trim colors are not limited to these choices.	2

Shade structures for Buildings	Where provisions of shade structures are not required per code: Structures such as awnings, screens, louvers, or other architectural devices shall cover a minimum of 50% of glazed openings.		4
	Where provisions of shade structures are not required per code: Structures such as awnings, screens, louvers, or other architectural devices shall cover a minimum of 75% of glazed openings.		6
Skylights	The primary building is constructed with skylights that provide at least 10% of the light necessary for daily use on the story on which the skylights are located.		1
Renewable Energy	A portion of the energy used by the primary building is generated using solar panels, wind turbines, or other renewable source located onsite.	15% minimum	4
		30% minimum	8
		45% minimum	12
Solar Heated Pool	Install solar water heating rather than gas or electric.		2
Lighting	Provide energy efficient lighting such as LED lighting for building interiors for 100% of proposed lighting.		1
Energy star appliances	All appliance with in a building are 100% energy star.		2
Insulation	Provide increased insulation to achieve a minimum R-19 in walls and R-38 in the ceiling.		2

76

2. Recycle & Waste Reduction		
Recycle Content in infrastructure	For all new roadways, parking lots, sidewalks, and curbs.	2
Building Material	A minimum of 50% of the building materials used are to be green materials, recycled, locally-produced materials, or sustainably-harvested wood.	2
Recycle station \ dumpster area	Recycle chute(s) in Mixed Use Districts and dumpster, which include a recycle station.	1

77

78

79

3. Water Conservation & Management			
Reuse Water	Utilization of reuse water for irrigation (if adjacent to site). Utilization of reuse water for irrigation (if requested and approved by the Utilities Department to be brought to the site).		2 4
Rain Gardens (Bio-swale or Bio-retention System)	The development includes rain gardens designed with native plants material installed in a sand/soil matrix soil bed with a mulch cover layer.		
	Commercial: consisting of a minimum of 1,000 square feet		3
	Multifamily or Mixed Use with less than 50 units : consisting of a minimum of 500 square feet.		2
	Multifamily or Mixed Use with more than 50 units : consisting of a minimum of 1,000 square feet.		3
Rain Water Reuse	At least 75% of rain water from the roofs of structures is captured and recycled for landscape irrigation.		4
Permeable Parking Surfaces	Permeable surfacing materials are used for some or all of surface parking areas.	25% minimum	4
		50% minimum	6
		75% minimum	8
Permeable Sidewalk Surfaces	Permeable or acceptable natural surfacing materials are used for all sidewalks.		3
Vault System	Utilize a vault system for stormwater management to maximize usable open space on urban sites.		4

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4. URBAN NATURE		
Green Roof	At least 50% of the total surface area of the principal building's roof is a green roof constructed in accordance with ASTM green building standards. At least 75% of the total surface area of the principal building's roof is a green roof constructed in accordance with ASTM green building standards.	6 8
Green Wall	Provide a minimum of 300 square feet of an irrigated vegetated wall, which is visible from right-of-way or private amenities. Provide a minimum of 600 square feet of an irrigated vegetated wall, which is visible from right-of-way or private amenities. Provide an entire façade (over 600 square feet) of an irrigated vegetated wall, which is visible from right-of-way or private amenities.	2 4 6

Nature Path or Trail	Public pedestrian and/or bicycle access to natural elements is provided by a bike or pedestrian path or trail that is at least one-fourth mile long and does not intrude on or unduly harm existing natural features. Public pedestrian and/or bicycle access to natural elements is provided by a bike or pedestrian path or trail that is at least one-half mile long and does not intrude on or unduly harm existing natural features	1 2
Parking Structure, Green	At least 50% of the total surface area of the top of the parking structure is a green roof or green wall. At least 75% of the total surface area of the top of the parking structure is a green roof or green wall. The total surface area of the top of the parking structure is a green roof or green wall.	4 6 8
Tree Canopy	Provide canopy trees in an amount that exceeds the minimum number of required trees by 10%.	2
	Provide canopy trees in an amount that exceeds the minimum number of required trees by 15%.	3
	Provide canopy trees in an amount that exceeds the minimum number of required trees by 20%.	4
	Provide canopy trees in an amount that exceeds the minimum number of required trees by 25%.	5
Community Garden	Within residential or mixed use projects, the dedication of permanent and viable growing space and related facilities (such as greenhouses) at a minimum of 10 square feet per unit, and including the provision of fencing, watering system, soil, and secured facilities garden tools/equipment.	3
Habitat Restoration	Using only native or Florida Friendly plant species, restore pre-development native habitat on the project site in an area equal to or greater than 10% of the development footprint, working with a Landscape Architect to ensure that restored areas feature waterwise, native and drought tolerant plants.	4
Minimum Open Space	Provision of usable common open space in excess of code requirements by up to 20%. The designed space shall not have any dimension less than 75 feet.	4

81

82

5. TRANSPORTATION		
Parking Structure	At least 75% of the development's total number of required off-street parking spaces is contained in a parking deck or garage.	2
Electric Charging Stations	Provide two (2) over the required number of electric car charging stations. Provide four (4) over the required number of electric car charging stations.	2 4
Facilities for Bicycle Commuters	• Indoor or self-contained bicycle storage lockers equal to a minimum of 3% of the vehicle parking spaces required with the non-residential development. • Shower and dressing area for the employees, in addition to the above.	2 4

6. Other Sustainable Development Opportunities		
Other	The development includes other green features that conserve energy, promote a healthy landscape, support public health and safety, or increase sustainability—points to be awarded at the discretion of the Development Director.	Up to 6

Section 4. Maintenance

Sustainable Development Points obtained shall be maintained by the responsible entity.

Section 3. Each and every other provision of Land Development Regulations Chapter 4 not herein specifically amended shall remain in full force and effect as previously enacted.

Section 4. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 5. Should any section or provision of this ordinance or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this ordinance.

Section 6. Authority is hereby granted to codify said ordinance.

Section 7. This ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner –Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
MEMORANDUM NO. PZ 19-017

TO:	Chair and Members Planning and Development Board
THRU:	Ed Breese Planning and Zoning Administrator
FROM:	Rebecca Harvey, Sustainability Coordinator Amanda Bassiely, Principal Planner
DATE:	May 6, 2019
PROJECT NAME:	Sustainable Development Standards CDRV 19-005
REQUEST:	Review the proposed Sustainable Development Standards

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The City has prioritized environmental sustainability since 2008 with the creation of a Green Task Force and Green Community Alliance, and the adoption of its first Climate Action Plan (CAP) and Greenhouse Gas Emissions Inventory in 2010. Objective 4.5.2 of the 2010 Climate Action Plan is to "Revise the Land Development Regulations (LDRs) as needed for policy and short-term land development decision-making that supports the CAP." The first recommended action to achieve this objective is to "Govern the City by 'green' or 'sustainable' Land Development Regulations with different 'tiers' (for example, for single family, multi-family, commercial) of design criteria to provide a variety of incentives to landowners/developers."

In fall 2017, the staff Sustainability Committee began meeting on a bimonthly basis to initiate a CAP revision and review departmental responsibilities for CAP actions. Planning staff took the lead on developing a new section of the LDRs, titled "Sustainable Development Standards" to achieve the above-stated CAP objective. Over the past seven months, Planning staff and the Sustainability Coordinator have worked together on the following tasks:

1) Review existing sections of the City's LDRs that address aspects of sustainability (e.g., urban design, landscape design, lighting, transportation and parking, water conservation, and stormwater management)
2) Review other cities' regulations for requiring or incentivizing sustainable development
3) Draft a list of sustainable site and building design features, and an associated point scale, to ensure that developments meet a required threshold for sustainable design

The intent of the Sustainable Development Standards is to require new development and redevelopment projects to utilize a level of site and building design options that conserve energy, promote a healthy sustainable landscape, support public health and safety, and otherwise increase the development's sustainability. The standards ensure that developers implement "green" practices above and beyond the City's existing Code requirements, yet allow them to choose which specific practices they will implement to achieve the required number of points.

To comply with the Sustainable Development Standards, all projects must incorporate specific required design features (i.e., white roof, outdoor lighting, butterfly attracting landscape material, and electric vehicle charging stations). Beyond that, new developments must meet a specified point total by selecting a number of design options across five categories:

- Energy
- Recycling & Waste Reduction
- Water Conservation & Management
- Urban Nature
- Transportation

The point requirements are tiered based on size and type of development such that larger developments, mixed use and planned unit residential, and nonresidential developments must obtain higher numbers of points.

Please note that it is not the intent of the standards to provide comprehensive scientific or technical information about sustainability best practices, nor to be an all-inclusive list of sustainable design methods. Applicants are encouraged to propose other sustainable design options, especially those that may relate better to their development.

EXHIBIT A

Part III, CHAPTER 4, ARTICLE XII. SUSTAINABLE DEVELOPMENT STANDARDS

Section 1. General

A. Purpose and Intent.

The purpose and intent of these standards is to promote sustainable development practices as a means of addressing global climate change, protecting natural resources, and ensuring a high quality life for existing and future residents. More specifically, it is intended to require new development and redevelopment projects to utilize a level of site and building design options that conserve energy, promote a healthy, sustainable landscape, support public health and safety, and otherwise increase the development's overall sustainability.

B. Applicability.

All applications for approval of a New Site Plan, Major Site Plan Modification, or Minor Site Plan Modification (resulting in an increase, or replacement, of building square footage by 5,000 square feet or more), involving multifamily and planned unit residential, nonresidential, and mixed use development shall incorporate a sufficient number of sustainable design options from Table 3-1, Sustainable Development Options and Points, to demonstrate achievement of the minimum number of points required below:

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2. Multifamily residential development consisting of more than 25 dwelling units shall achieve at least 20 points.
3. Mixed Use and Planned Unit residential development consisting of a minimum of 3 dwelling units and up to 20 shall achieve at least 15 points.
4. Mixed Use and Planned Unit residential development consisting of a minimum of 21 dwelling units and up to 50 shall achieve at least 20 points.
5. Mixed Use and Planned Unit residential development consisting of more than 50 units shall achieve at least 25 points.
6. Nonresidential development of a size less than one (1) acre shall achieve at least 20 points.
7. Nonresidential development of a size greater than one (1) acre shall achieve at least 25 points.

C. Exemptions.

1. Interior renovations to existing buildings and structures;

2. Construction of single-family or duplex dwelling unit on an individually platted lot within single-family or two-family residential districts; and

3. Buildings exempt from local building permits or governmental review pursuant to state or federal statutes.

D. Sustainable Development Options.

Table 3-1, Sustainable Development Options and Points, sets forth a range of sustainable site and building design features and the number of points achieved by incorporating each design feature (or specified levels of the design feature).

Section 2. Required Sustainable Development Standards (Table 2-1)

1. Required Sustainable Development Standards		
Outdoor Lighting	Utilization of Warm White LED lighting for parking lots, pathway lighting, accent lighting and exterior building lighting.	
Butterfly Attracting Landscape Material	The Landscape Plan is designed to utilize a minimum of 5% butterfly attracting shrubs and trees in the planting scheme, with a minimum of three different species of plant material.	
Electric Charging Stations	Provision of a Level 2 charging station capable of servicing two parking spaces for every fifty (50) dwelling units, or fraction thereof, in residential developments and one (1) per every 50,000 square feet of non-residential development.	
White Roof	Required for all projects utilizing flat surfaces, roof must be white.	

Section 3. Sustainable Development Options and Points (Table 3-1)

1. ENERGY		
Heat Island Reduction	The use of any combination of the following strategies for areas of the non-roof impervious site (including road, parking lots, driveways, sidewalks and courtyards). • Provision of shade within parking / pedestrian areas from open structures, such as pergolas, covered walks, parking lot sunshades, etc., with a Solar Reflectance Index (SRI) of 29, as demonstrated by the manufacturer or the architect or engineer of record. • Use of only paving materials with a Solar Reflectance Index (SRI) of 29, as demonstrated by the manufacturer or the architect or engineer of record. • Use of only canopy trees within, and along the perimeter of parking lots, following the regulations in the Landscape Code for "Large Landscape Islands".	
	25% of the non-roof impervious site	2
	50% of the non-roof impervious site	4
	75% of the non-roof impervious site	6
Efficient Cooling	All air conditioners are Energy Star qualified. Minimum SEER 16.	2
Efficient Water Heating	At least 75% of hot water on premises is heated via Energy Star Certified water heaters or solar water heaters.	2

Cool Roof	Use roofing materials that have a Solar Reflectance Index (SRI) ≥ 75 for low-sloped roofs (<2:12) or 25 for steep-sloped roofs (>2:12) for a minimum of 75% of the roof surface.		2
Building Color	Utilization of white or cool light colors for the body of buildings to reflect rather than absorb heat and reduce cooling costs. Accent and trim colors are not limited to these choices.		2
Shade structures for Buildings	Where provisions of shade structures are not required per code: Structures such as awnings, screens, louvers, or other architectural devices shall cover a minimum of 50% of glazed openings.		4
	Where provisions of shade structures are not required per code: Structures such as awnings, screens, louvers, or other architectural devices shall cover a minimum of 75% of glazed openings.		6
Skylights	The primary building is constructed with skylights that provide at least 10% of the light necessary for daily use on the story on which the skylights are located.		1
Renewable Energy	A portion of the energy used by the primary building is generated using solar panels, wind turbines, or other renewable source located onsite.	15% minimum	4
		30% minimum	8
		45% minimum	12
Solar Heated Pool	Install solar water heating rather than gas or electric.		2
Lighting	Provide energy efficient lighting such as LED lighting for building interiors for 100% of proposed lighting.		1
Energy star appliances	All appliance with in a building are 100% energy star.		2
Insulation	Provide increased insulation to achieve a minimum R-19 in walls and R-38 in the ceiling.		2

2. Recycle & Waste Reduction		
Recycle Content in infrastructure	For all new roadways, parking lots, sidewalks, and curbs.	2
Building Material	A minimum of 50% of the building materials used are to be green materials, recycled, locally-produced materials, or sustainably-harvested wood.	2

Recycle station \ dumpster area	Recycle chute(s) in Mixed Use Districts and dumpster, which include a recycle station.	1

3. Water Conservation & Management			
Reuse Water	Utilization of reuse water for irrigation (if adjacent to site). Utilization of reuse water for irrigation (if requested and approved by the Utilities Department to be brought to the site).		2 4
Rain Gardens (Bio-swale or Bio-retention System)	The development includes rain gardens designed with native plants material installed in a sand/soil matrix soil bed with a mulch cover layer.		
	Commercial: consisting of a minimum of 1,000 square feet		3
	Multifamily or Mixed Use with less than 50 units : consisting of a minimum of 500 square feet.		2
	Multifamily or Mixed Use with more than 50 units : consisting of a minimum of 1,000 square feet.		3
Rain Water Reuse	At least 75% of rain water from the roofs of structures is captured and recycled for landscape irrigation.		4
Permeable Parking Surfaces	Permeable surfacing materials are used for some or all of surface parking areas.	25% minimum	4
		50% minimum	6
		75% minimum	8
Permeable Sidewalk Surfaces	Permeable or acceptable natural surfacing materials are used for all sidewalks.		3
Vault System	Utilize a vault system for stormwater management to maximize usable open space on urban sites.		4

4. URBAN NATURE		
Green Roof	At least 50% of the total surface area of the principal building's roof is a green roof constructed in accordance with ASTM green building standards. At least 75% of the total surface area of the principal building's roof is a green roof constructed in accordance with ASTM green building standards.	6 8
Green Wall	Provide a minimum of 300 square feet of an irrigated vegetated wall, which is visible from right-of-way or private amenities.	2

	Provide a minimum of 600 square feet of an irrigated vegetated wall, which is visible from right-of-way or private amenities. Provide an entire façade (over 600 square feet) of an irrigated vegetated wall, which is visible from right-of-way or private amenities.	4 6
Nature Path or Trail	Public pedestrian and/or bicycle access to natural elements is provided by a bike or pedestrian path or trail that is at least one-fourth mile long and does not intrude on or unduly harm existing natural features. Public pedestrian and/or bicycle access to natural elements is provided by a bike or pedestrian path or trail that is at least one-half mile long and does not intrude on or unduly harm existing natural features	1 2
Parking Structure, Green	At least 50% of the total surface area of the top of the parking structure is a green roof or green wall. At least 75% of the total surface area of the top of the parking structure is a green roof or green wall. The total surface area of the top of the parking structure is a green roof or green wall.	4 6 8
Tree Canopy	Provide canopy trees in an amount that exceeds the minimum number of required trees by 10%.	2
	Provide canopy trees in an amount that exceeds the minimum number of required trees by 15%.	3
	Provide canopy trees in an amount that exceeds the minimum number of required trees by 20%.	4
	Provide canopy trees in an amount that exceeds the minimum number of required trees by 25%.	5
Community Garden	Within residential or mixed use projects, the dedication of permanent and viable growing space and related facilities (such as greenhouses) at a minimum of 10 square feet per unit, and including the provision of fencing, watering system, soil, and secured facilities garden tools/equipment.	3
Habitat Restoration	Using only native or Florida Friendly plant species, restore pre-development native habitat on the project site in an area equal to or greater than 10% of the development footprint, working with a Landscape Architect to ensure that restored areas feature waterwise, native and drought tolerant plants.	4

Minimum Open Space	Provision of usable common open space in excess of code requirements by up to 20%. The designed space shall not have any dimension less than 75 feet.	4

5. TRANSPORTATION		
Parking Structure	At least 75% of the development's total number of required off-street parking spaces is contained in a parking deck or garage.	2
Electric Charging Stations	Provide two (2) over the required number of electric car charging stations. Provide four (4) over the required number of electric car charging stations.	2 4
Facilities for Bicycle Commuters	• Indoor or self-contained bicycle storage lockers equal to a minimum of 3% of the vehicle parking spaces required with the non-residential development. • Shower and dressing area for the employees, in addition to the above.	2 4

6. Other Sustainable Development Opportunities		
Other	The development includes other green features that conserve energy, promote a healthy landscape, support public health and safety, or increase sustainability—points to be awarded at the discretion of the Development Director.	Up to 6

Section 4. Maintenance

Sustainable Development Points obtained shall be maintained by the responsible entity.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Chief Gregory will discuss security as it relates to our Town Square project.

EXPLANATION OF REQUEST: The City of Boynton Beach is making significant financial, infrastructure and facility investments into the Downtown area with a project known as Town Square. This effort will be augmented with private investments which will include mixed use residential and commercial features. Chief of Police Michael Gregory will provide a high-level discussion of the security strategy that will be implemented in the Downtown

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
Review and discussion of the attached staff report concerning options for the Sara Sims amphitheater.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Staff Report	Staff Report

The City of Boynton Beach

OFFICE OF THE CITY MANAGER
3301 Quantum Boulevard
P.O. Box 310
Boynton Beach, Florida 33426-0310
City Manager's Office: (561) 742-6010
FAX: (561) 742-6011
e-mail: GROFFC@BBfl.us
www.boynton-beach.org

MEMORANDUM

To: Lori LaVerriere, City Manager

From: Colin D. Groff, P.E., Assistant City Manager
Date: August 14, 2019

Subject: Sara Sims Park Amphitheater Structure Options

As requested, staff reviewed several options to enhance the amphitheater structure based on comments by the City Commission and CRA Board. As you are aware, the original amphitheater structure was scheduled for demolition to clear land for the Town Square development. The structure's canopy had been previously removed due to severe damage by Hurricane Irma and the City was approved for FEMA reimbursement to replace it. Based on the availability to purchase a new canopy for the structure, staff used a contractor to remove the structure and store it at a facility for future use. The cost to disassemble the structure was approximately $8,500.

During construction of the Sara Sims Park upgrades, staff was able to revise some design features and created a location in the park that could be used to construct a concrete foundation to re-assemble the amphitheater structure and new canopy to provide additional features to the park. The grading of the open space inside the walking trail was configured so this area could be used a gathering area that would slope towards the proposed structure to provide great visibility for events or activities that could use the new structure. Staff designed the foundation to be elevated above the lowest point within the open space using fill.

An agenda item to approve a contract with Homrich Corporation for $43,890 to paint and reassemble the amphitheater structure and install the new canopy was presented to the Commission on May 7, 2019. The proposed work also included adding electrical conduit to the stage to provide electrical service for any scheduled events.

After the Commission approved re-installing the structure at Sara Sims Park, CRA staff agreed to present an ILA to the CRA Board to reimburse the City for the installation of the structure and canopy. The CRA Board approved the ILA on July 9, 2019 to re-assemble the amphitheater structure on the southwestern end of the park. The ILA will be presented to the City Commission on August 20, 2019 for approval and, if approved, the City will be reimbursed for the installation of the structure.

The current structure is elevated between 2 and 3' above the area directly around the structure and is placed so the viewing area is elevated above the structure in a "bowl" type design. The City used fill instead of stemwalls to raise the platform. The fill was constructed flush with the platform for safety and ease of use. Since this park is a passive park, staff believes it is important to design and construct facilities that discourage behavior detrimental to the park. In this case, staff is discouraging use of the platform as a jump platform for kids or those with bicycles. The current design provides great visibility from all points within the assembly area. Staff is also developing a plan to add the artwork from the original structure to the back of the new structure to provide a backdrop for events.

Based on comments from two Commissioners/Board members, staff reviewed options to modify the approved plan to either modify the current structure to provide a platform that appears to be above grade or replace the project with a full outdoor amphitheater equivalent to the City amphitheater that was in the downtown core prior to removal. The options are outlined below with estimated costs based on current bid prices for similar type work.

1. Construct a false wall in front of the current foundation and regrade the front area to create a 20-24" reveal along the front of the foundation. This will create a large step between the viewing area and stage area. The work entails removing the grass and dirt in front of the wall, constructing a new footer and wall, re-grading the area, re-sodding the area and painting the false front. The concept design for this option is included in **Exhibit 1**.

   Cost Estimate:

a. Final Engineering		$ 750
b. Demolition and removal of excess fill		$ 3,500
c. New footer and wall		$ 14,000
d. Regrade and shape green space		$ 6,570
e. New sod and paint		$ 4,500
	Total	$ 29,500

2. Construct a new stage area above the existing slab including all ADA accessibility requirements. This option would keep the existing structure in place and construct a new foundation on the outside of the structure and pour a new floor approximately 36" above grade. The concept design for this option is included in **Exhibit 2**. This option may trigger a full site plan review and additional parking for an event space. If staff determines that this work meets the site plan modification threshold, the current LDR parking standards would require at least an additional 125 spaces. This cost is included in option three outlined below.

   Cost Estimate:

a. Final Engineering		$ 4,500
b. Construction (See attached budget quote, **Exhibit 3**)		$ 84,000
c. 15% Contingency		$ 12,600
	Total	$109,200

3. Construct a full service amphitheater designed similar to the downtown amphitheater. This design will require a full site plan approval and building permit and will require additional parking to be constructed. The project would include the following steps:

    - Development of architectural / engineering plans
    - Permit submittal and approval
    - Removal of the current structure and sail and new concrete stage area
    - Re-grading and restoration of the area around the current stage
    - Construction of a new foundation, stem walls and pad along with all structural improvements along with ADA access points and ramps
    - Construction of additional parking based on permit requirements (1 Space Minimum per gross 100 SF of event area or 1 space per four seating spaces)
    - Reinstalling the existing structure and sail
    - Adding lighting and sound bars (optional)

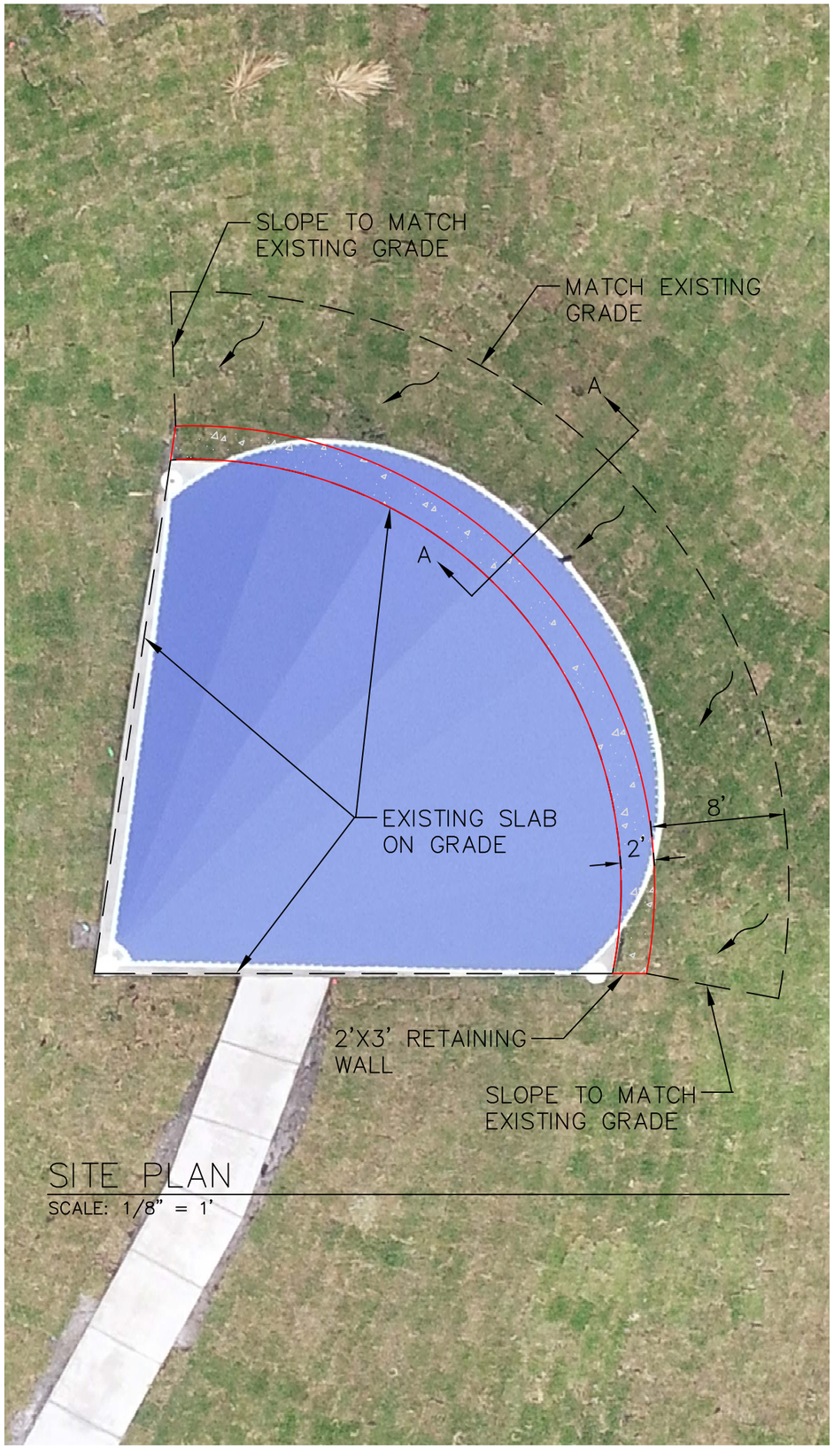
    It is difficult to estimate the cost of this option without design plans. The planned amphitheater for Town Square is larger than the original amphitheater and that estimate is $500,000 for just the stage, structure and canopy. This estimate does not include any site work or parking since that is funded elsewhere in the Town Square budget. Constructing a full service amphitheater on this site will require at least 125 new parking spaces. Using the current bid pricing for the park, the estimate for the parking is approximately $600,000. Based on the best information available, we believe a budget estimate for a new amphitheater would be between $1,000,000 and $1,200,000.

All of these options can be design and constructed with appropriate funding but other concerns should be considered when reviewing the options. Staff is developing draft regulations for use of the park and amenities that will ensure safety of park patrons and quality of life for the surrounding residential neighborhood. These draft rules will include limiting the periods that the current performing stage can be scheduled for use through the special events approval process. With these proposed limitations and the impact that a full use amphitheater would have on the surrounding residents, options #2 and #3 would not be recommended by staff.

Attached are conceptual design exhibits for the first two options along with a budgetary quote for Option #2.

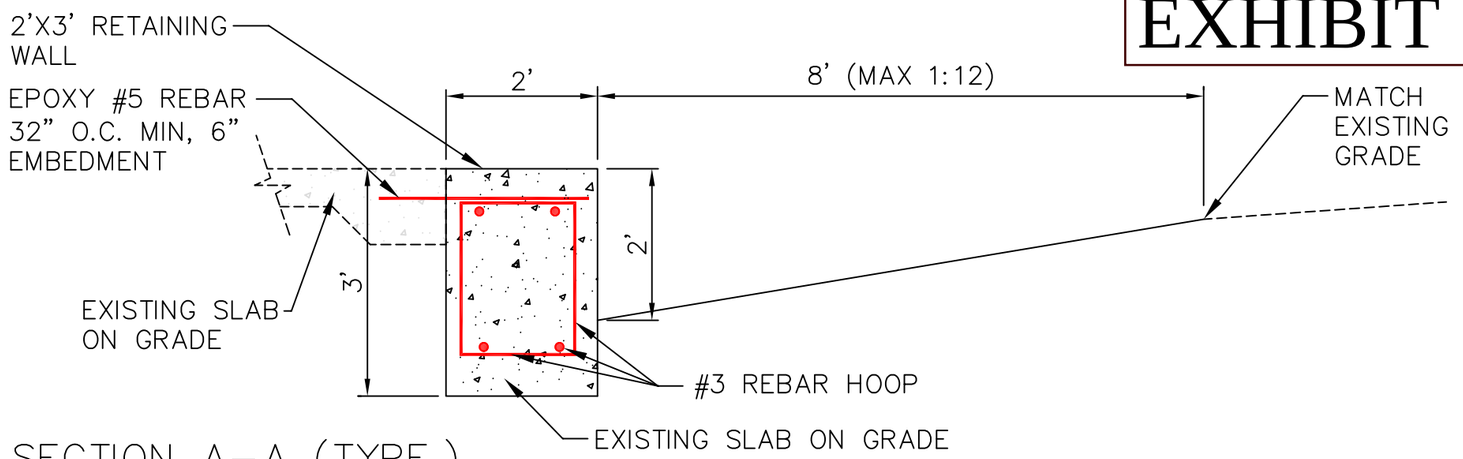
Please let me know if you have any questions.

EXHIBIT 1



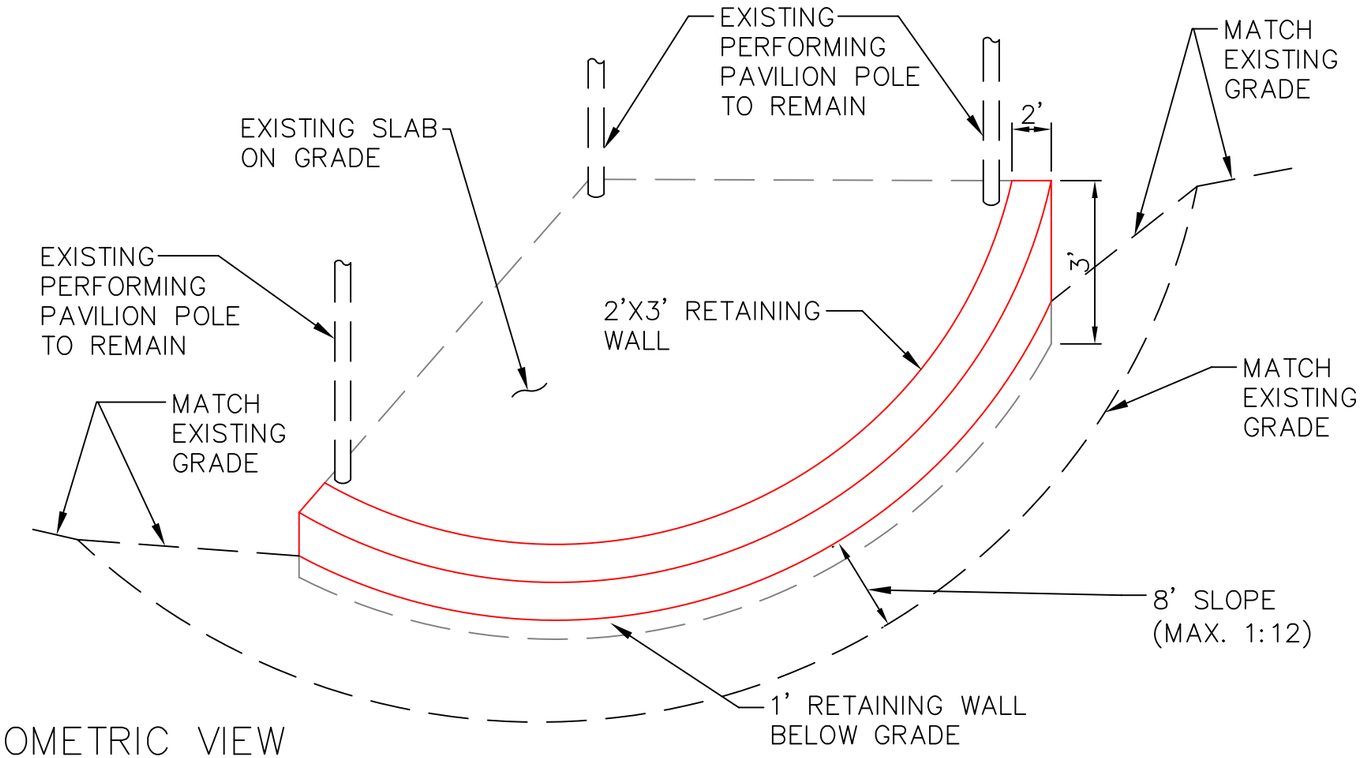
SITE PLAN

SCALE: 1/8" = 1'



SECTION A–A (TYPE.)

SCALE: NONE



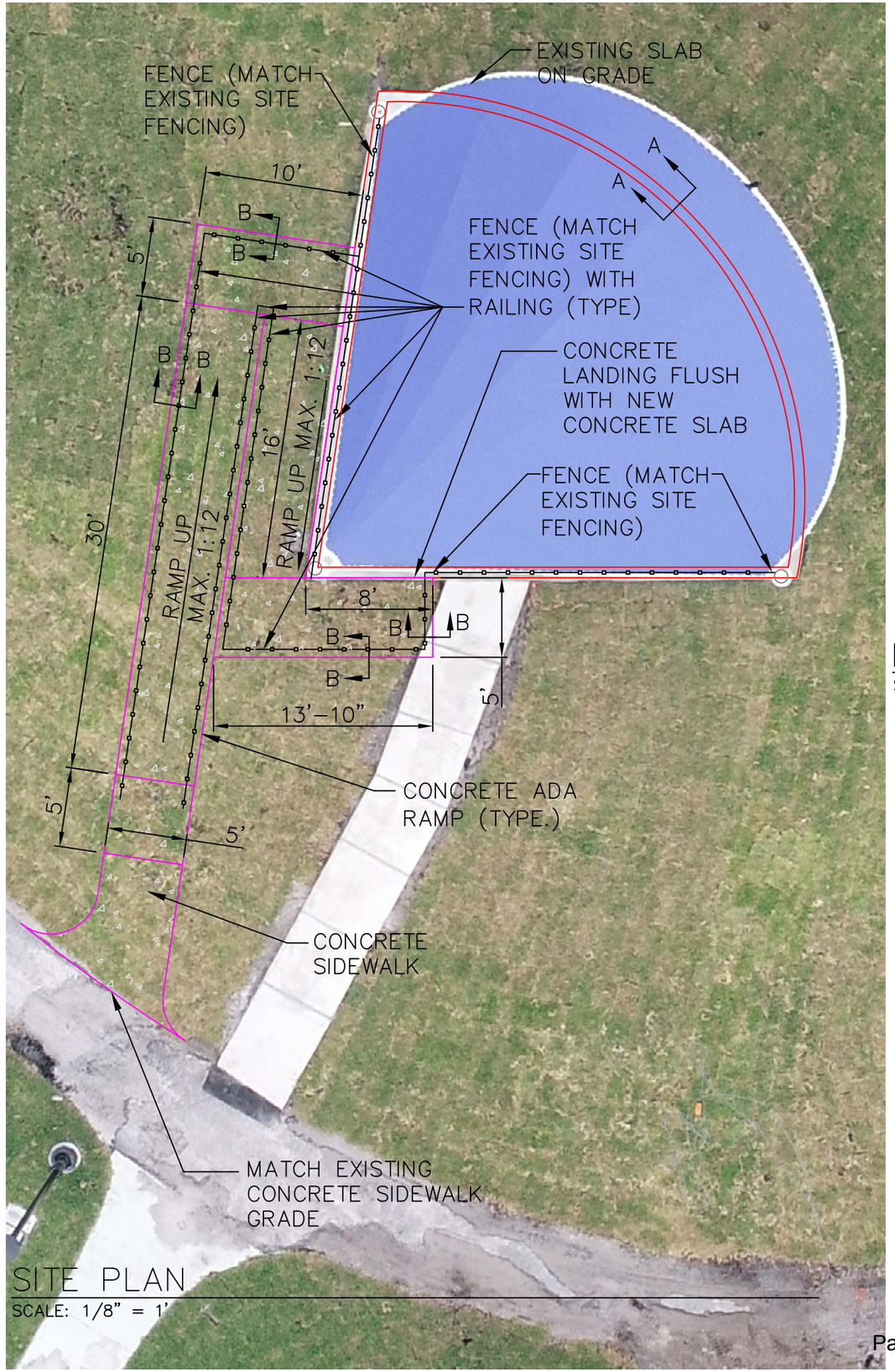
ISOMETRIC VIEW

SCALE: NONE

SARA SIMS PARK
PERFORMING PAVILION ADA ACCESS
234 N.E 9TH AVENUE
BOYNTON BEACH, FL 33435

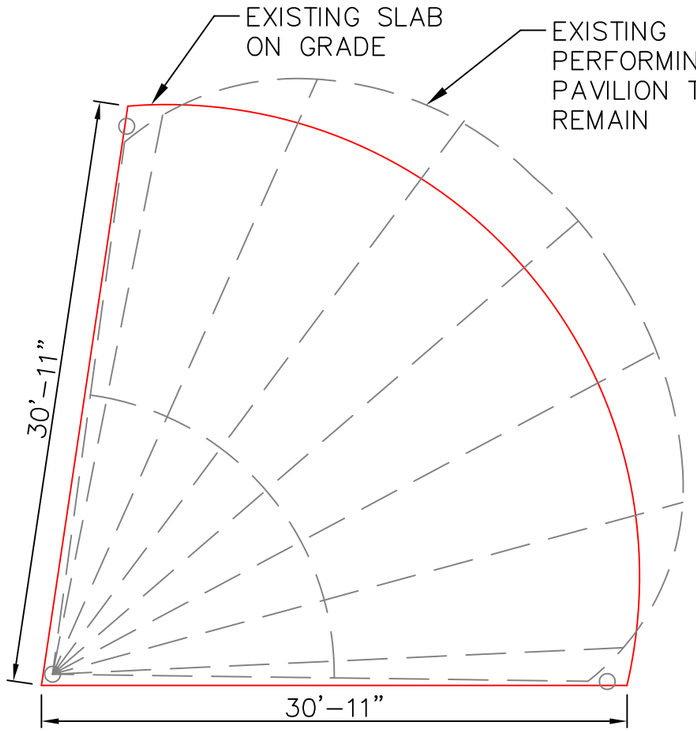
DESIGN BY: K.RAMSEY/G.MOOTZ	SCALE: AS NOTED	DRAWING NO.
DRAWN BY: G.MOOTZ	DATE 02AUG19	SHEET 1 OF 1

NO.	DATE	REVISION DESCRIPTION	BY



SITE PLAN

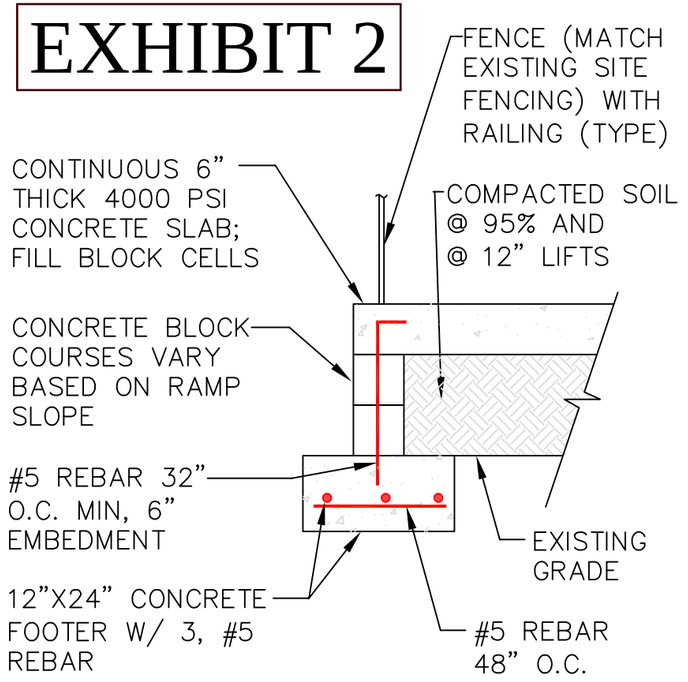
SCALE: 1/8" = 1'



PERFORMING PAVILION EXISTING SLAB

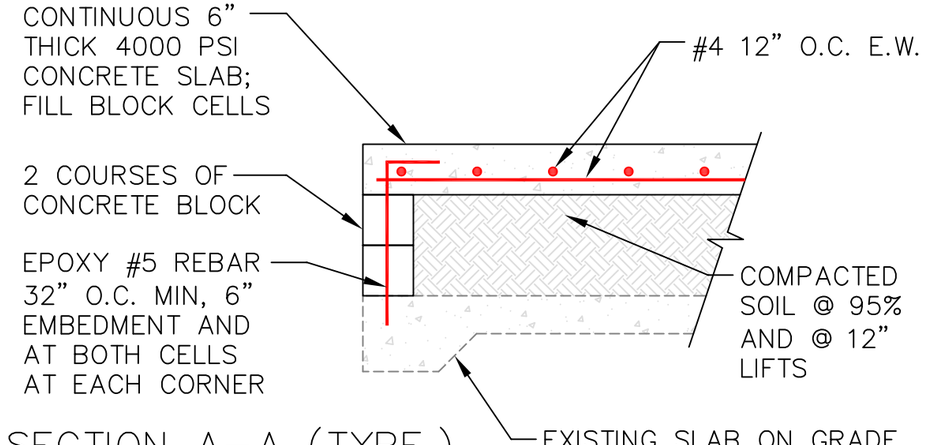
SCALE: 1/8" = 1'

EXHIBIT 2



SECTION B-B

SCALE: NONE



SECTION A-A (TYPE.)

SCALE: NONE

SARA SIMS PARK
PERFORMING PAVILION ADA ACCESS
234 N.E 9TH AVENUE
BOYNTON BEACH, FL 33435

DESIGN BY: K.RAMSEY/G.MOOTZ	SCALE: AS NOTED	DRAWING NO.	
DRAWN BY: G.MOOTZ	DATE 02AUG19	SHEET 1 OF 1	

NO.	DATE	REVISION DESCRIPTION	BY

EXHIBIT 3

9671 Carousel Circle South
Boca Raton, FL 33434
Phone: 561-488-0822
Fax: 954-532-2624

PROPOSAL

Date: 8/4/19.
Proposal No.: 8419

Sara Sims Park
Amphitheater ADA Access Sheet 1 of 1 8/4/19

Attention: Gail Mootz

Dear Gail,

We propose to furnish supervision, labor, material and equipment to preform the following scope of work:

ADA Access Ramp

1. Site Excavation
2. Footings
3. Concrete ramp
4. Railings
5. Mechanical fencing
6. Masonry
7. Fill
8. Block work
9. 8" Slab @ amphitheater
10. Site restoration

Total Cost = $84,000.00

Schedule 60 Calendar days from NTP

Sincerely yours,

John B Zak

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
Approve the request of Mayor Grant to distribute $400.00 of his Community Support Funds to Dani's Dream Scholarship Fund.

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? There will be no affect on city programs or services.

FISCAL IMPACT: Budgeted Community Support Funds of $2,000 for each Commission member were approved in 2018/2019 budget.

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Addendum	Community Support Funds - Dani's Dream Scholarship

EXHIBIT "A"

COMMUNITY SUPPORT FUNDS REQUEST FORM

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

Date of Request: 8/13/2019
Requested by Mayor/Commissioner: Mayor Steven B. Grant
Amount Requested: $400.00
Recipient/Payee: DANI's Dream Scholarship
Description of project, program, or activity to be funded: Provides financial Assitance to promising nursing Students in participating Schools.

Part II - Availability of funds

The annual appropriation of funds available to the requesting Member of the Commission listed above is $2,000.

The balance of funds available for the requesting Member of the Commission is $400.00.

Accordingly:

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

Dated: 8/13/2019 By: Crystal A. Gibson
City Clerk

Part III-Eligibility Evaluation

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

Dated:_____ By:_____
Requesting Member of the City Commission

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. 19-028 - FIRST READING - Approve amendments to Chapter 26 by adding a new "Article IX - Chilled Water." This Addition will provide for the operation of District Energy Plants that produce and supply chilled water for use by customers for the provision of centralized air conditioning management.

EXPLANATION OF REQUEST:
The Commission passed Resolution R18-060 on April 17, 2018 which expanded the utility system to include chilled water as one of the services. Subsequently on June 5, 2018 the Commission approved Resolution R18-079 authorizing issuance of a Utility System Revenue Bond, Series 2018 in order to pay for the capital improvements necessary to build a District Energy Plant. This plant is currently under construction and should be ready for commission in the next few months.

This new "Article IX - Chilled Water" addition to Chapter 26 of the City's code of ordinances is reflective of the prior decisions regarding adding chilled water to the operations of the city's utility.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? This will formalize the addition of a chilled water utility service to the existing operations of the Utility.

FISCAL IMPACT: Budgeted

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance addinging Article IX Chilled Water to the Code of Ordinances
Attachment	Chapter 26, Article IX - Chilled Water

ORDINANCE NO. 19 -

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING CHAPTER 26. WATER, SEWERS AND CITY UTILITIES, CREATING ARTICLE IX, ENTITLED "CHILLED WATER"; PROVIDING FOR PURPOSE AND INTENT, DEFINITIONS, DISTRICT ENERGY PLANT, CUSTOMER CONTRACTS, FEES, SYSTEM MAINTENANCE AND WATER LOSS, NOTICE OF VIOLATION AND FAILURE TO REMEDY; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Commission approved Resolution R18-060 on April 17, 2018 which expanded the utility system to include Chilled water as one of the services; and

WHEREAS, the creation of the Code of Ordinances Article entitled Chilled Water will formalize the addition of the chilled water utility services to the existing operations of the Utility Department.

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

Section 1. Each Whereas clause set forth above is true and correct and incorporated herein by this reference.

Section 2. That Chapter 26, Article IX, entitled "Chilled Water" is hereby created by adding the words and figures in underlined type, and by deleting the words and figures in struck-through type, as follows:

Article IX. CHILLED WATER

Sec. 26-600 Purpose and Intent

The purpose and intent of this article is to set forth the fees and requirements for the operation of Chilled Water systems within the City.

Sec. 26-601 Definitions

For the purpose of this article, the following definitions shall apply; words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense. The word "shall" is mandatory and not discretionary. The word "may" is permissive. Words not defined herein shall be construed to have the meanings given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

District Energy Plant: A facility operated by the Department for providing chilled water for the use of their customers.

City: The City of Boynton Beach, Florida, a municipal corporation.

Customer: Any property owner, developer, user, company, municipal corporation, political subdivision, homeowners' association or other entity that accepts or receives chilled water service or benefits directly from services rendered by the Department.

Department: The City of Boynton Beach Utilities Department.

Development: All projects both commercial and residential wishing to connect to the Utility's District Energy Plant.

Director: The Director of the City Utilities Department or the Director's duly authorized representative.

Person: Includes individuals, firms, associations, joint ventures, partnerships, estates, trusts, corporations, and all other groups or combinations.

Point of service: The outlet side of the Department's chilled water meter system or other point identified on construction plans, which ends the Department's ownership, operation and maintenance responsibility.

Property owner: One in whom the legal title to real estate is vested, as recorded in the public records of Palm Beach County, Florida.

Chilled water: Water that has been delivered from a District energy plant for the purpose of being used by customers to provide HVAC services to their development.

Chilled water distribution system: A network of insulated pipes, of various diameters, along with valves, meters and related appurtenances, designed to convey and distribute chilled water, in a looped system, to and from a District Energy Plant to the customer's point of service and back to the plant..

Service: The readiness and ability on the part of the Department to furnish chilled water to the property.

Service initiation: The date a chilled water contract comes into effect.

Sec. 26-602 District Energy Plant

A District Energy plant will be maintained and operated by the utility to provide the necessary chilled water commodity to its customers. The utility will ensure that sufficient provision has been made to ensure the contracted minimum level of service.

Sec. 26-603 Customer Contracts

Potential customers will be required to enter into a contract with the utility which will specify in detail the responsibilities of both parties. The contract will include a commitment by the customer to utilize a guaranteed minimum capacity from the district energy plant. The customer will also be required to provide a minimum return water temperature from their facility. The Utility will also guarantee a minimum level of service to their customers.

Sec. 26-604 Fees

The fees for service will be reviewed annually and any changes will be authorized through resolution of the City Commission as a part of the budgeting process. The fee basis includes a capacity charge, usage charge and a penalty for failure to maintain the contracted minimum return water temperature.

Sec. 26-605 System maintenance and water loss.

The customer is required to maintain an efficient system within their development and to prevent any losses of the supplied cooling water. Failure to maintain the system could result in further penalty or loss of service.

Sec. 26-606 Notice of Violation; failure to remedy

The director of utilities shall notify the property owner, or authorized agent, of any failure to meet the obligations of this article or the service contract. The director will set a reasonable time for the property owner to have the violation removed or corrected (thirty (30) days maximum, or as determined by the severity). Failure to have the violation corrected may result in the director terminating chilled water service.

Section 3. Each and every other provision of Chapter 26, not herein specifically amended shall remain in full force and effect as previously enacted.

Section 4. All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

Section 5. Should any section or provision of this ordinance or portion hereof, any paragraph, sentence or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this ordinance.

Section 6. Authority is hereby granted to codify said ordinance.

Section 7. This ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner –Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

Article IX. CHILLED WATER

Sec. 26-600 Purpose and Intent

The purpose and intent of this article is to set forth the fees and requirements for the operation of Chilled Water systems within the City.

Sec. 26-601 Definitions

For the purpose of this article, the following definitions shall apply; words used in the singular shall include the plural, and the plural, the singular; words used in the present tense shall include the future tense. The word “shall” is mandatory and not discretionary. The word “may” is permissive. Words not defined herein shall be construed to have the meanings given by common and ordinary use as defined in the latest edition of Webster's Dictionary.

District Energy Plant: A facility operated by the Department for providing chilled water for the use of their customers.

City: The City of Boynton Beach, Florida, a municipal corporation.

Customer: Any property owner, developer, user, company, municipal corporation, political subdivision, homeowners’ association or other entity that accepts or receives chilled water service or benefits directly from services rendered by the Department.

Department: The City of Boynton Beach Utilities Department.

Development: All projects both commercial and residential wishing to connect to the Utility’s District Energy Plant.

Director: The Director of the City Utilities Department or the Director’s duly authorized representative.

Person: Includes individuals, firms, associations, joint ventures, partnerships, estates, trusts, corporations, and all other groups or combinations.

Point of service: The outlet side of the Department's chilled water meter system or other point identified on construction plans, which ends the Department's ownership, operation and maintenance responsibility.

Property owner: One in whom the legal title to real estate is vested, as recorded in the public records of Palm Beach County, Florida.

Chilled water: Water that has been delivered from a District energy plant for the purpose of being used by customers to provide HVAC services to their development.

Chilled water distribution system: A network of insulated pipes, of various diameters, along with valves, meters and related appurtenances, designed to convey and distribute chilled

water, in a looped system, to and from a District Energy Plant to the customer's point of service and back to the plant..

Service: The readiness and ability on the part of the Department to furnish chilled water to the property.

Service initiation: The date a chilled water contract comes into effect.

Sec. 26-602 District Energy Plant

A District Energy plant will be maintained and operated by the utility to provide the necessary chilled water commodity to its customers. The utility will ensure that sufficient provision has been made to ensure the contracted minimum level of service.

Sec. 26-603 Customer Contracts

Potential customers will be required to enter into a contract with the utility which will specify in detail the responsibilities of both parties. The contract will include a commitment by the customer to utilize a guaranteed minimum capacity from the district energy plant. The customer will also be required to provide a minimum return water temperature from their facility. The Utility will also guarantee a minimum level of service to their customers.

Sec. 26-604 Fees

The fees for service will be reviewed annually and any changes will be authorized through resolution of the City Commission as a part of the budgeting process. The fee basis includes a capacity charge, usage charge and a penalty for failure to maintain the contracted minimum return water temperature.

Sec. 26-605 System maintenance and water loss.

The customer is required to maintain an efficient system within their development and to prevent any losses of the supplied cooling water. Failure to maintain the system could result in further penalty or loss of service.

Sec. 26-606 Notice of Violation; failure to remedy

The director of utilities shall notify the property owner, or authorized agent, of any failure to meet the obligations of this article or the service contract. The director will set a reasonable time for the property owner to have the violation removed or corrected (thirty (30) days maximum, or as determined by the severity). Failure to have the violation corrected may result in the director terminating chilled water service.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. 19-022 - SECOND READING - Adopting amendments to the City's Land Development Regulations, Chapter 2, Article II, Section 4.F pursuant to the Voluntary Compliance and Conciliation Agreement with the Department of Housing and Urban Development (HUD).

EXPLANATION OF REQUEST:
Following a period of moratorium and completion of a zoning study by City staff in 2017, a complaint was filed with HUD, based in part, on the Fair Housing Act, alleging that the moratorium had caused a delay in the opening of a group home to serve persons with disabilities.
A Voluntary Compliance Agreement and Conciliation Agreement (aka the Settlement) was agreed upon by all parties in November 2018, which resolved the complaint. Selected requirements of the Settlement are summarized as follows:

- Provide a quarterly report to HUD documenting actions taken on all business tax receipt requests for group homes and requests for Reasonable Accommodation;
- Pay $20,000 to the Fair Housing of the Greater Palm Beaches organization for programming and advertising costs;
- Provide training for staff and elected officials on the subject of fair housing, group home permitting and licensing, and the processing of Reasonable Accommodation requests;
- Adopt a Reasonable Accommodation Policy approved by HUD (approved 7/2/19);
- **Amend/update the City's Reasonable Accommodation Ordinance** for consistency with the Reasonable Accommodation Policy **(this item)**;
- Adopt a Non-Discrimination Policy approved by HUD; and
- Amend the City's Non-Discrimination Ordinance for consistency with the Non-Discrimination Policy.

The City established a Reasonable Accommodation process in 2013 to provide individuals with disabilities reasonable accommodations in the City's administration of its programs, services, and activities, including, but not limited to zoning, land use, permitting and licensing regulations, requirements and review and approval practices, to ensure access to housing and related services equal to the access that is provided to those without disabilities. The existing regulations, in part, established submittal requirements for requesting reasonable accommodation, review criteria, review and processing time periods, and an appeal procedure. The revised Reasonable Accommodation Policy, as approved by HUD as part of the settlement, includes a thorough definition of Reasonable Accommodation including references to the enabling laws represented by the Fair Housing Act (FHA), Title II of the Americans With Disabilities Act (ADA), and Section 504 of the Rehabilitation Act. The Policy also establishes detailed protocol for processing requests for Reasonable Accommodation with an emphasis on clarity of communication and interaction with applicants, including the specific form letters to be used in the process.
The subject amendments to Section 4.F. of the Code of Ordinances are intended to make the ordinance consistent with the City's newly-approved Reasonable Accommodation Policy, and clarifies the City's continued commitment to maximize the awareness of the public of the application process and to work closely with each eligible applicant to ensure that accommodations are provided, even to the extent of working with each eligible applicant to arrive at acceptable alternative solutions when necessary.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?
The proposed amendments are intended to ensure that the delivery of City services and the enforcement of City standards, regulations, and processes do not interfere with access to housing and services by disabled

persons.

City staff and the public will be informed of the proposed amendments as part of the education and information distribution requirements of the Reasonable Accommodation Policy.

FISCAL IMPACT: N/A

ALTERNATIVES: None recommended.

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance approving amendment to Reasonable Accommodation

ORDINANCE 19-022

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 2, ARTICLE II, SECTION 4.F ENTITLED "REQUESTS FOR ACCOMMODATION"; PROVIDING FOR CODIFICATION; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, as part of a Voluntary Compliance and Conciliation Agreement, the City has adopted a Reasonable Accommodation Policy as approved by the Department of Housing and Urban Development; and

WHEREAS, pursuant to the Voluntary Compliance and Conciliation Agreement, the City is required to amend its existing Reasonable Accommodation Ordinance to ensure consistency with the Reasonable Accommodation Policy; and

WHEREAS, the proposed amendments to the Reasonable Accommodation Ordinance includes a thorough definition of Reasonable Accommodation including enabling laws represented by the Fair Housing Act (FHA), Title II of the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act; and

WHEREAS, the proposed amendments establish detailed protocol for processing requests for Reasonable Accommodation with an emphasis on immediate, direct and clear communication and interaction with applicants, including the specific form letters to be used in the process; and

WHEREAS, Section 4.F continues to represent the City's commitment to maximize the awareness of the public of the application process, and to work closely with each eligible applicant to ensure that accommodations are provided, even to

the extent of working with each eligible applicant to arrive at acceptable alternative solutions when necessary.

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

Section 1: The foregoing "WHEREAS" clauses are hereby ratified as being true and correct and are incorporated herein by this reference.

Section 2: The Land Development Regulations, Chapter 2, Article II, Section 4.F, entitled "Requests for Accommodation" is amended as follows:

1. ~~In~~ General.

a. Purpose and Intent.

The purpose of this section is to implement the City's Reasonable Accommodation Policy, to make available a procedure, in part, that is straightforward and not burdensome for processing requests for reasonable accommodation to the city's Code of Ordinances, Land Development Regulations, rules, policies, and procedures for persons with disabilities, as provided by Federal Fair Housing Act, Americans with Disabilities Act; Civil Rights Act, and the Rehabilitation Act (collectively "Federal Law").

b. Applicability.

Any person who is disabled, or qualifying entities, may request a reasonable accommodation with respect to the city's Land Development Regulations, Code of Ordinances, rules, policies, practices and/or procedures as provided by Federal Law pursuant to the procedures set forth in this section. For purposes of this section, a "disabled person" is an individual that qualifies as disabled and/or handicapped pursuant to Federal Law, as may be amended from time to time. The word "individual" shall include, for purposes of this section, multiple people or multiple qualified entities.

c. Notice to the Public of Availability of Accommodation.

The city will provide notice to the public advising that individuals may request a reasonable accommodation. Such notice may include, but is not limited to, displaying a notice in the city's physical or electronic bulletin boards; providing hard copies of the forms, policies, and procedures at various locations throughout City Hall; and through

~~verbally advising~~ communications with the public in response to specific inquires regarding group homes or reasonable accommodation, requests for zoning verification, and/or as part of the processing of building permit or business tax receipt applications. ~~individuals that they may request a reasonable accommodation.~~

The city's forms, policies, and procedures, as may be amended from time to time, provide the specific information that is necessary to implement the general policies in this section.

2. Submittal Requirements.

A request by an applicant for reasonable accommodation under this section may be either oral or written. The City has prepared a reasonable accommodation request form for the public's use. The request form and all forms related to this section are available from the City Clerk, Code Enforcement, and Development. Completed forms should be submitted to the Human Resources/Risk Department and the City's ADA Coordinator. Requests and inquiries may be e-mailed to the City at ADA@bbfl.us.

a. Confidential Information.

Should the information submitted by an applicant include medical information or other confidential information, the individual may, at the time of submitting such information, request that the ~~c~~City, to the extent permitted by law, treat such information as confidential, disclosing the information only to those individuals who need the information as part of the review process.~~.~~

The ~~c~~City will honor the confidentiality request to the extent permitted by law. The city has no obligation to initiate, prosecute, defend, or pursue any legal action related to the confidentiality request, or to incur any legal or other expenses (whether by retention of outside counsel or allocation of internal resources), in connection with any such legal action.

The ~~c~~City will comply with any judicial order related to the records which are the subject of a confidentiality request.

This section is subject to local, state, and federal revisions to privacy laws, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), as it may be amended from time to time.

b. Fees.

The C~~c~~ity will not impose a fee for processing a request for reasonable accommodation or an appeal of a decision related to such request.

The ~~c~~City has no obligation to pay an applicant's attorney's fees or costs in connection with a request or an appeal.

c. City Assistance.

To ensure the process is accessible, the ~~c~~City will provide ~~and~~the applicant with assistance and accommodation as required by Federal Law including, but not limited to, assistance with reading application questions, responding to questions, completing the form, filing an appeal, and appearing at a hearing.

3. Response to Reasonable Accommodation Request.

a. In determining whether the reasonable accommodation request will be granted or denied, the requesting party shall be required to establish that they are protected under the FHA and/or ADA by demonstrating that they are handicapped or disabled, as defined in Federal Law, as may be amended from time to time.

b. The City ~~of Boynton Beach~~ will grant or deny the request within 30 calendar days after receiving all information and documentation from the requesting individual using the Request for Additional Information form letter. The City will not make a determination until all necessary information has been received.

Should the City require additional time to make a determination, the City will provide the requester the reasons for the delay within the timeframe the City otherwise would have had to make a determination.

c. Interim Accommodations.
Interim accommodations shall be provided by the City if the requested accommodations cannot be provided at the time of approval, based on a reasonable time period as communicated to the requester.

~~b.~~d. If the City concludes that there are justifiable reasons for denying the request, the City shall, using an interactive process with the applicant, facilitate the consideration of alternative effective accommocations necessary to meet the disability-related needs that would not cause a fundamental alternation of the City's operations and/or the City's zoning scheme, or impose an undue administrative and financial burden on the City.

~~Should the City require additional time to make a determination, the City will provide the requester the reasons for the delay within the timeframe the City otherwise would have had to make a determination.~~

~~IV~~4. Appeal.

In the event a reasonable accommodation request is denied, individuals have a right to appeal and must do so in writing using the "Application to Appeal Denial of Request for Reasonable Accommodation" form within 30 calendar days of receipt of the letter of denial. Assistance in completion of the Appeal form will be provided by City Officials if needed. The City of Boynton Beach will honor extensions where there is good cause, including when an individual requests additional time as a reasonable accommodation.

Individuals who appeal the denial of their reasonable accommodation request will be provided a hearing with the City's Special Magistrate. Following the hearing, the Special Magistrate will either uphold the denial or require the City to grant the reasonable accommodation request.

~~V~~5. Stay of Enforcement.

While an application for reasonable accommodation, or an appeal of a determination of same, is pending before the city, the city will not enforce the subject zoning ordinance, rules, policies, and procedures against the applicant.

~~VI~~6. Expiration of Approvals.

Approvals of requests for reasonable accommodation shall expire in one hundred eighty (180) days if not implemented by the applicant.

Section 3: It is the intention of the City Commission, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code and Ordinances of the City of Boynton Beach, Florida.

Section 4: All Ordinances and Resolutions or parts of Ordinances and Resolutions in conflict herewith, be and the same are hereby repealed, to the extent of such conflict.

Section 5: If any clause, section or other part of this Ordinance shall be held invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Ordinance shall not be affected thereby, but shall remain in full force and effect.

Section 6: This Ordinance shall become effective upon passage and adoption.

FIRST READING THIS ___ DAY OF _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner –Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 19-023 - SECOND READING - Approve proposed amendments to the City's Code of Ordinances, Chapter 2, Administration, Section 2-24 - Non-Discrimination Policy for consistency with the City's administrative Non-Discrimination Policy pursuant to Resolution No. R19-071, which Commission approved on July 2, 2019.

EXPLANATION OF REQUEST:
The city Commission approved Resolution No. R19-071 as part of a Voluntary Compliance and Conciliation Agreement with HUD. The next step in achieving compliance with this Agreement is to amend the City's Non-Discrimination Ordinance so that it is consistent with the Non-Discrimination Policy.

The amended language would state:

> "The City of Boynton Beach does not and shall not discriminate against any person in its operations, sponsorship, or in the administration of any activities, programs, or services or in its hiring or promotion, or engage in any other discriminatory practice against any person(s) based on race, age, religion, color, gender, sex, gender identity or expression, sexual orientation, national origin, marital status, familial status, disability, political affiliation, veteran status, or any other characteristic protected by law."

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The proposed Ordinance language will codify the City's Non-Discrimination policy statement.

FISCAL IMPACT: None.

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Non-Discrimination Ordinance

ORDINANCE NO. 19-023

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING CHAPTER 2 OF THE CITY'S CODE OF ORDINANCES, ENTITLED "ADMINISTRATION", ARTICLE I, "IN GENERAL", BY CREATING SECTION 2-24, TO BE ENTITLED "NON-DISCRIMINATION POLICY"; PROVIDING FOR NON-DISCRIMINATION IN THE CITY'S HIRING POLICIES AND ALL OTHER ACTIVITIES PROMOTED OR SPONSORED BY THE CITY OF BOYNTON BEACH; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City of Boynton Beach (the "City") is an equal opportunity employer; and

WHEREAS, the City Commission seeks to codify amendments to the City's policy of non-discrimination; and

WHEREAS, the City Commission seeks to further ensure a policy of non-discrimination in the administration of any activities, programs, or services and in its hiring; and

WHEREAS, the City Commission finds that codifying a non-discrimination policy is in the best interests of the citizens and residents of the City.

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

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

Section 2. Chapter 2, entitled "Administration", Article I, entitled "In General", of the City of Boynton Beach Code of Ordinances Section 2-24 "Non-Discrimination Policy" is hereby amended to read as follows:

Sec. 2-24 Non-Discrimination Policy

The City of Boynton Beach does not and shall not discriminate against any person in its operations, sponsorship, or in the administration of any activities, programs, or services or in its hiring or promotion, or engage in any other discriminatory practice against any person(s) based on race, age, religion, color, gender, sex, gender identity or expression, sexual orientation, national origin, marital status, familial status, disability, political affiliation, veteran status, or any other characteristic protected by law.

Section 3. It is the intention of the City Commission of the City of Boynton Beach that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Boynton Beach, Florida, and that the Sections of this Ordinance may be renumbered, re-lettered and the word "Ordinance" may be changed to "Section," "Article", or such other word or phrase in order to accomplish such intention.

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

Section 5. All Ordinances or parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall become effective immediately upon its passage and adoption

FIRST READING THIS ___ DAY OF _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: PROPOSED ORDINANCE NO. 19-024 - SECOND READING - Adopting amendments to the City's Land Development Regulations, Chapter 3. Zoning, Article IV, Section 3.B.2 clarifying the ability for an accessory use to be conducted outside a building within abutting road and canal rights-of-way.

EXPLANATION OF REQUEST:
City regulations include provisions for restaurant seating, and boat docks and decking improvements in canal rights-of-way as exceptions to the rule that all business activity must be conducted in a building, and on the same property as the “principal” use. Residential uses located along canal rights-of-way commonly use abutting canals for waterfront decks, boat launches and boat docks. These represent accessory activities and improvements to a principal use. Staff proposes the subject amendment to the Land Development Regulations to generally clarify that the provision applies to canal rights-of-way as well as road rights-of-way, and to include a general reference to the regulation categories that would and would not apply.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: The subject amendment supports accessory business and recreational activities by uses located along canal and the Intracoastal Waterway rights-of-way. Business expansions could lead to contributions to permitting and business tax revenues.

ALTERNATIVES:
None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION: N/A

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance approving changes to LDR to clarify accessory use

ORDINANCE NO. 19- 024

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 3 "ZONING", ARTICLE IV "USE REGULATIONS", SECTION 3, "USE REGULATIONS" CLARIFYING THE ABILITY FOR AN ACCESSORY USE TO BE CONDUCTED OUTSIDE A BUILDING WITHIN ABUTTING ROAD AND CANAL RIGHTS-OF-WAY; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, City regulations include provisions for restaurant seating, and boat docks and decking improvements in canal rights-of-way as exceptions to the rule that all business activity must be conducted in a building, and on the same property as the "principal" use; and

WHEREAS, residential uses located along canal rights-of-way commonly use abutting canals for waterfront decks, boat launches and boat docks which represent accessory activities and improvements to a principal use; and

WHEREAS, staff proposes the subject amendment to the Land Development Regulations to generally clarify that the provision applies to canal rights-of-way as well as road rights-of-way, and to include a general reference to the regulation categories that would and would not apply.

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

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 3, "Zoning", Article IV "Use Regulations", Sec. 3 "Use Regulations" is hereby amended as

follows:

Sec. 3. Use Regulations.

A. *General.* Except as otherwise provided in this article, regulations governing the use of land and structures are hereby established as shown in the following use matrix (Table 3-28). The use matrix is intended to classify uses on the basis of common functional characteristics and land use compatibility. The use matrix indicates eligible zoning districts for the various uses based on the exact nature of the use, and detailed requirements which specify permitted uses or any additional application requirements, as well as additional standards (see "Notes and Restrictions" of Section 3.E. below) that may be necessary to justify and establish each use.

B. *General Rules of Use Matrix.* The following general rules are applicable to the use matrix:

1. Vacant Box. Except for within the IPUD district and PID district, a vacant box that contains no symbol signifies that the use category is not allowed within the corresponding zoning district.

2. Business Activity. All business activity and uses shall be conducted within a fully enclosed building, and on the same property, unless otherwise specified. External use of property, or use of abutting rights-of-way for accessory use, may require approval as described in Chapter 2 and/or from entities having jurisdiction over the subject rights-of-way. Although building and site regulations would not apply (i.e. minimum setbacks, minimum lot standards, maximum lot coverage, etc.), the accessory use or activity proposed off the premises must comply with the Use Regulations and Performance Standards, as well as all associated Site Development Standards, Building Codes, and applicable approval requirements of any outside entity having jurisdiction.

3. Terms. Whenever the word "district" is used, it is construed to mean zoning district.

4. Column Headings in Title Block.

a. The major column headings in the title block of the use matrix (i.e., residential, commercial, mixed use, industrial, and miscellaneous) are further defined in Chapter 1, Article II, Definitions.

Section 3. Each and every other provision of the Land Development Regulations not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. 19-025 - SECOND READING - Approving amendments to the Land Development Regulations, Chapter 2. Article I, Section 4. Expedited Development Review Program, inserting additional eligible projects and benefits, and eliminating redundant verbiage and requirements.

EXPLANATION OF REQUEST:
During First Reading of this item the Commission had directed staff to revise the proposed regulations to decrease the minimum acreage required to qualify as an eligible mixed-use project outside the CRA area, from 5 acres to 4 acres. However, when drafting the initial revisions staff had inadvertently overlooked the minimum acreage requirement for a SMU zoning district, which is 10 acres. Therefore, for Second Reading, staff has removed this minimum size requirement from paragraph 5.b.

The subject program was adopted to support economic development in the City, consistent with programs of other City's and as promoted by the County. Initially, the program was limited to specific business industries (a.k.a. "clusters") such as bioscience and medical R & D, with an emphasis on employment growth. The program offers eligible projects, in part, a single staff representative, a quicker staff review schedule, and a commitment to timely problem solving and conflict resolution. It should be noted that the City's program includes the site plan stage of the development process as well as the permit stage, unlike some programs adopted by other cities, which are limited to just the permit stage.

The program was amended in 2011 to add to the list of eligible projects affordable & workforce housing development. Then in 2015, the list was further expanded to make sustainable projects eligible for the same expeditious treatment.

Pursuant to a Commission request, staff has reviewed this program for appropriate updating and forwards the attached ordinance with proposed amendments. The recommended changes and additions are summarized as follows:

- Add mixed-use projects for eligibility, with certain zoning district and location requirements to, in part, promote implementation of the CRA Redevelopment Plan as well as promote redevelopment/development of key properties outside the CRA.
- Add the ability of developers to provide their own plans review and inspection services through the use of an affidavit process. This offsets any staff deficiency that may potentially preclude the City from expediting such services, and allows the developer to meet even tighter project deadlines by working after hours and weekends.
- Add the ability of an applicant to tailor the fee payment schedule for particular needs based, in part, on project costs and lending/funding requirements.
- Eliminate redundancy in Section 4, and simplify the program by eliminating justification requirements.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? N/A

FISCAL IMPACT: N/A

ALTERNATIVES: None recommended

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:
The regulations will expand eligible projects and incentives which will promote implementation of the CRA Plan and downtown redevelopment.

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION: N/A

Is this a grant?

Grant Amount:

ATTACHMENTS:

	Type	Description
🗋	Ordinance	Ordinance approving changes to Expedited Development Review Program

ORDINANCE NO. 19-025

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA AMENDING THE LAND DEVELOPMENT REGULATIONS CHAPTER 2 "LAND DEVELOPMENT PROCESS", ARTICLE I "OVERVIEW", SECTION 4, "EXPEDITED DEVELOPMENT REVIEW PROGRAM" INSERTING ADDITIONAL ELIGIBLE PROJECTS AND BENEFITS, AND ELIMINATING REDUNDANT VERBIAGE AND REQUIREMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, the Expedited Development Review Program was adopted to support economic development in the City consistent with programs of other City's and as promoted by the County and was initially limited to specific business industries with an emphasis on employment growth; and

WHEREAS, in 2011 the program was amended to add affordable and workforce housing as eligible projects and then further expanded in 2015 to make sustainable projects eligible for the same expeditious treatment; and

WHEREAS, staff has reviewed this program for appropriate updating and is proposing the amendments stated herein to insert additional eligible projects and benefits and eliminating redundant verbiage and requirements.

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

Section 1. The foregoing whereas clauses are true and correct and are now ratified and confirmed by the City Commission.

Section 2. City of Boynton Beach Land Development Regulations, Chapter 2, "Land Development Process", Article I "Overview", Sec. 4 "Expedited Development Review Program" is hereby amended as follows:

Sec. 4. Expedited Development Review Program.

A. *Applicability.*

Projects eligible for expedited processing are described below. Application types to be expedited include site plans (and corresponding applications including land use amendment and rezoning), plat, building permit, as well as inspection processes.

1. Eligible Uses. New and expanding establishments in the following industry categories are eligible for expedited processing~~reviews. for site plans (and related applications), building permit applications, and required inspections~~:

a. ~~a.~~ Bioscience;
b. ~~b.~~ Medical or pharmaceutical research and development;
c. ~~c.~~ Aviation/aerospace/engineering;
d. ~~d.~~ Communications~~i~~
e. Information technology;
f. ~~e.~~ Business and financial services (non-retail);
g. Manufacturing, fabrication and processing, and
h. ~~f.~~ Education related to the above industry clusters.

2. Economic Development. ~~Establishments may also qualify for the expedited permitting program if the company is a~~ Projects sanctioned ~~project~~ by the State of Florida or other recognized economic development organization (Florida Office of Tourism, Trade and Economic Development (OTTED), Enterprise Florida, or Business Development Board of Palm Beach County).

3. Affordable and Workforce Housing. Residential developments that provide affordable housing and/or workforce housing units~~, as defined in the city's Workforce Housing Ordinance, shall be afforded expedited reviews for site plans, building permit applications, and required inspections~~.

4. Sustainable Development. ~~Development applications for residential and commercial environmentally responsible buildings shall be afforded expedited reviews for site plans (and related applications), building permit applications, and required inspections. The p~~Projects must be registered with a nationally recognized green certification agency, including but not limited to:

a. USGBC – United States Green Building Council;
b. FGBC – Florida Green Building Coalition;
c. Green Globes; and
d. NAHB – National Association of Home Builders, National Green Building Standard; ~~and~~

~~e. All entities that apply for this expedited review program shall provide a detailed explanation of how the project will advance the city's economic, housing, or environmentally responsible goals.~~

5. Mixed-use Development.

a. Development applications for mixed-use development within the City's Community Redevelopment Area (CRA). Eligible projects must involve the MU-1, MU-2, MU-3, MU-4 or MU-Core zoning district, include a site plan application, and contain a commercial component; and

b. Development applications for mixed-use development located outside the City's CRA. Eligible projects must also be zoned, or be the subject of rezoning to the Suburban Mixed Use Zoning District, or be located within the Quantum Park Planned Industrial Development District, and contain a commercial component.

B. *Benefits of Program.* Entities that have been accepted into the expedited permitting program shall receive the following benefits:

1. Point of Contact. The City Manager, or designee, shall appoint a single point of contact at the city who shall have the responsibility of assisting the applicant throughout the development application and permitting process;

2. Timetable. The Planning and Zoning Division, Building Division, Engineering Division of Public Works, and other applicable city departments shall establish the necessary steps required for project approval and permitting in a pre-application meeting and subsequently, within three (3) business days, prepare an optimal timetable for the project's completion of the development and application review process;

3. Priority Review. The project shall receive priority at every phase of the review process by city staff, including face-to-face meetings as needed. However, public hearings are subject to the availability of the relevant board and the decisions of such boards are not guaranteed to be made immediately. Therefore, to the extent possible, public hearing scheduling shall be expedited if applicable to a particular development application;

4. Comments. Comments relative to review by the 1) Planning and Zoning Division Planning; and 2) Building Division shall be provided to the applicant within seven (7) business days of the submission of a completed development application. The city and the applicant shall make a mutual commitment to provide all other development and permit application review comments and corresponding revisions thereto in a thorough and timely manner;

5. Building Permits.

a. Permits Issued on Basis of Affidavit. Consistent with the Florida Building Code, local Administrative Amendments and FS 553.791, the applicant may be responsible for private plans review and inspections with the filing of a sworn affidavit from a registered architect or engineer affirming conformance of plans to all applicable technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to

egress, type of construction and general arrangement, strength, stresses, strains, loads and stability. However, for projects located within special flood hazard areas, this benefit shall not apply to flood load and flood resistance construction requirements of the Florida Building Code.

b. Fee Payment Schedule Agreement. The applicant will be eligible to propose a schedule for the timing of fee payments, to include permit fees and local impact fees, tailored to meet the financial and scheduling needs of the project. Certain legal limitations may apply, and this provision supersedes any conflicting regulation, or operational policy.

~~5.~~6. Conflict Resolution. Should any issues arise at any point during the development application review and permitting process, the city will use the most expeditious means to resolve the issue. A face to face meeting between city staff and the applicant's representatives, if necessary, shall be scheduled within three (3) business days of the applicant's notification of the issues.~~; and~~

~~6. Staff Report. A description of the benefit to the city, as defined in paragraph 4.c. herein, shall be included in the staff report for the project for the Advisory Boards and City Commission meetings.~~

Section 3. Each and every other provision of the Land Development Regulations not herein specifically amended, shall remain in full force and effect as originally adopted.

Section 4. All laws and ordinances applying to the City of Boynton Beach in conflict with any provisions of this ordinance are hereby repealed.

Section 5. Should any section or provision of this Ordinance or any portion thereof be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the remainder of this Ordinance.

Section 6. Authority is hereby given to codify this Ordinance.

Section 7. This Ordinance shall become effective immediately.

FIRST READING this ____ day of _____, 2019.

{Remainder of page intentionally left blank}

SECOND, FINAL READING AND PASSAGE this _____ day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____
VOTE	_____	

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
PROPOSED ORDINANCE NO. 19-026 - SECOND READING - Approval of Ordinance modifying the original powers and responsibilities of the Quantum Park Overlay Dependent District but reserving the District's authority to manage outstanding debt.

EXPLANATION OF REQUEST: The QPODD Board has proposed a reduction in the scope of its powers as reflected in the attached Ordinance The Ordinance was drafted by the Board's Legal Counsel. The City Attorney will recommend amendment bet6ween first and second reading.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? The City will assume responsibility for infrastructure previously managed by the District.

FISCAL IMPACT: The City will incur approximately $50,000 annually to administer the infrastructure.

ALTERNATIVES: To be discussed

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Ordinance	Ordinance revised for Second Reading modifying the powers and responsibilities
Ordinance	Ordinance modifying QPODD Powers and responsibilities

ORDINANCE NO. 19-026

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 05-061, RELATED TO THE QUANTUM PARK OVERLAY DEPENDENT DISTRICT; PROVIDING FOR AMENDMENTS TO THE PURPOSE, GENERAL POWERS AND DUTIES OF THE QUANTUM PARK OVERLAY DEPENDENT DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 5, 2005, the City adopted Ordinance 05-061, which established the Quantum Park Overlay Dependent District (District); and

WHEREAS, Ordinance 05-061, provides that the purpose and general powers of the District are to fund, plan, establish, expand, operate, preserve and maintain certain public infrastructure located within the stated boundaries of the District; and

WHEREAS, comments have been solicited from the appropriate City Departments, and public hearings have been held before the City Commission on the proposed changes to the District and its purpose, general powers and duties; and

WHEREAS, the City has determined that it is in the best interest of the citizens of Boynton Beach to revise Ordinance 05-061, in order to better align the purpose, general powers and duties of the District with the City's vision for the area.

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

Section 1. The foregoing Whereas clauses are true and correct and incorporated herein by this reference.

Section 2. City of Boynton Beach Ordinance 05-061, is hereby amended as follows:

Note: Underlined words constitute additions while ~~strikethrough~~ constitutes deletions, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

***

Section 5. Purpose

~~The District is created for the purposes set forth in and prescribed in the Petition.~~

From the Effective Date of this Ordinance, it shall be the ~~sole~~ purpose of the Quantum Park Overlay Dependent District to retire the outstanding debt of the District; levy the non-ad valorem assessments necessary to retire the outstanding debt; transfer and/dispose of any and all assets and real property interests of the District to the City; engage in such activities and complete such statutory requirements or formalities as are necessary to fully sunset the District on a date or before September 30, 2020, or on such earlier date as determined by the City of Boynton Beach through the adoption of a Resolution setting forth same.

Section 6. Board of Supervisors; Members, Election of Members, and Meetings.

The District Board shall exercise the powers granted to the District pursuant to this Ordinance. The District Board shall consist of the five members of the City Commission. ~~Except as otherwise provided herein, e~~Each member shall hold office ~~for a term of four years and~~ until a successor is elected ~~chosen and qualifies~~. ~~The members of the District Board must be residents of the State of Florida and citizens of the United States.~~

~~(1) (a) Within 90 days following the effective date of this Ordinance establishing the District, there shall be held a meeting of all landowners of the District for the purpose of electing five members for the District Board. Notice of the landowners' meeting shall be published once a week for 2 consecutive weeks in a newspaper which is in general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election. The landowners, when assembled at such meeting, shall organize by electing a chair who shall conduct the meeting.~~

~~(b) At such meeting, each landowner shall be entitled to cast one vote per assessable acre and/or a fractional vote equal to any fractional share of one assessable acre for the purpose of votes taken at the meeting for any item that the landowner is entitled to vote. Landowners owning less than one (1) assessable acre in the aggregate shall be entitled to a fractional vote equal to the aggregate fractional assessable acreage owned. Landowners with more that one (1) assessable acre are entitled to an aggregate number of votes equal to the aggregate number of all (whether whole or fractional) assessable acres owned, when all of such landowners' assessable acreage has been aggregated for purposes of voting. A landowner may vote in person or by a proxy given in writing. The two candidates receiving the highest number of votes shall be elected for a period of four years, and the three candidates receiving the next highest number of votes shall be elected for a period of two years. The members of the first District Board elected by landowners shall serve their respective 4-year or 2-year terms; however, the next election by landowners shall be on the first Tuesday in the first November following the expiration of the initially elected 2-year terms. . Thereafter, there shall be an election of Board members for the District every 2 years on the first Tuesday in November. At each election following the initial election, the two candidates receiving the highest number of votes shall be elected to serve for a 4-year term, and the remaining candidate shall be elected to serve for a 2-year term.~~

~~(2) Upon entering into office, members of the district board shall take and subscribe to the oath of office as prescribed by s. 876.05. They shall hold office for the terms for which they were elected or appointed and until their successors are chosen and qualified. If, during the~~

~~term of office, a vacancy occurs, the remaining members of the District Board shall fill the vacancy by an appointment for the remainder of the unexpired term. During their unexpired terms, members of the Board may be removed at will by action of the governing body of the City.~~

(3) A majority of the members of the District Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number.

(4) The Mayor of the City will be the Chair of the Board. The Vice Mayor of the City will be the Vice- Chair of the Board.~~As soon as practicable after each election or appointment, the District Board shall organize by electing one of its members as chair and by electing a secretary, who need not be a member of the District Board, and such other officers as the District Board may deem necessary.~~

(5) The District Board shall keep a permanent record book entitled "Record of Proceedings of Quantum Park Overlay Dependent District," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts. The record book shall at reasonable times be opened to inspection in the same manner as state, county, and municipal records pursuant to chapter 119. The record book shall be kept at the office or other regular place of business maintained by the District Board in Palm Beach County.

(6) ~~Each supervisor shall be entitled to receive for his or her services an amount not to exceed $200 per meeting of the board of supervisors, not to exceed $4,800 per year per supervisor, or an amount established by the electors at referendum. In addition, each supervisor shall receive travel and per diem expenses as set forth in s. 112.061.~~

(7) All meetings of the District Board shall be open to the public and governed by the provisions of chapter 286.

…

Section 11. ~~Issuance of bond anticipation notes.~~

~~In addition to the other powers provided for in this Ordinance, and not in limitation thereof, the district shall have the power, at any time, and from time to time after the issuance of any bonds of the District shall have been authorized, to borrow money for the purposes for which such bonds are to be issued in anticipation of the receipt of the proceeds of the sale of such bonds and to issue bond anticipation notes in a principal sum not in excess of the authorized maximum amount of such bond issue. Such notes shall be in such denomination or denominations, bear interest at such rate as the District Board may determine in compliance with s. 215.84, mature at such time or times not later than 5 years from the date of issuance, and be in such form and executed in such manner as the District Board shall prescribe. Such notes may be sold at either public or private sale or, if such notes shall be renewal notes, may~~

~~be exchanged for notes then outstanding on such terms, as the District Board shall determine. Such notes shall be paid from the proceeds of such bonds when issued. The District Board may, in its discretion, in lieu of retiring the notes by means of bonds, retire them by means of current revenues or from any taxes or assessments levied for the payment of such bonds; but in such event a like amount of the bonds authorized shall not be issued.~~

Section 12. ~~Short-term borrowing~~

~~The District at any time may obtain loans, in such amount and on such terms and conditions as the District Board may approve, for the purpose of paying any of the expenses of the District or any costs incurred or that may be incurred in connection with any of the projects of the District, which loans shall bear such interest as the District Board may determine in compliance with s. 215.84, and may be payable from and secured by a pledge of such funds, revenues, taxes, and assessments as the District Board may determine, subject, however, to the provisions contained in any proceeding under which bonds were theretofore issued and are then outstanding. For the purpose of defraying such costs and expenses, the District may issue negotiable notes, warrants, or other evidences of debt to be payable at such times, to bear such interest as the District Board may determine in compliance with s. 215.84, and to be sold or discounted at such price or prices not less than 95 percent of par value and on such terms as the District Board may deem advisable. The District Board shall have the right to provide for the payment thereof by pledging the whole or any part of the funds, revenues, taxes, and assessments of the District. The approval of the electors residing in the District shall not be necessary except when required by the State Constitution.~~

Section 13. ~~Bonds~~

~~Section 190.016(1) through 190.016(15) F.S. as amended and supplemented is hereby incorporated by reference.~~

Section 14. ~~Trust agreements~~

~~Any issue of bonds shall be secured by a trust agreement by and between the District and a corporate trustee or trustees, which may be any trust company or bank having the powers of a trust company within or without the state. The resolution authorizing the issuance of the bonds or such trust agreement may pledge the revenues to be received from any projects of the District and may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as the District Board may approve, including, without limitation, covenants setting forth the duties of the District in relation to: the acquisition, construction, reconstruction, improvement, maintenance, repair, operation, and insurance of any projects; the fixing and revising of the rates, fees, and charges; and the custody, safeguarding, and application of all moneys and for the employment of consulting engineers or other professionals in connection with such acquisition, construction, reconstruction, improvement, maintenance, repair, or operation. It shall be lawful for any bank or trust company within or without the state that may act as a depository of the proceeds of bonds or of revenues to furnish such indemnifying bonds or to pledge such securities as may be required by the District. Such~~

~~resolution trust agreement may set forth the rights and remedies of the bondholders and of the trustee, if any, and may restrict the individual right of action by bondholders. The District Board may provide for the payment of proceeds of the sale of the bonds and the revenues of any project to such officer, board, or depository as it may designate for the custody thereof and may provide for the method of disbursement thereof with such safeguards and restrictions as it may determine. All expenses incurred in carrying out the provisions of such resolution or trust agreement may be treated as part of the cost of operation of the project to which such trust agreement pertains.~~

Section 15. Taxes; non-ad valorem assessments

(1) AD VALOREM TAXES.--The District shall not have the power to levy and assess ad valorem taxes.

(2) BENEFIT SPECIAL ASSESSMENTS.--The District Board shall annually determine, order, and levy the annual installment of the total benefit special assessments for bonds issued and related expenses to finance District facilities and projects which are levied under this Ordinance. These assessments may be due and collected during each year that county taxes are due and collected, in which case such annual installment and levy shall be evidenced to and certified to the Property Appraiser by the District Board not later than August 31 of each year, and such assessment shall be entered by the Property Appraiser on the County tax rolls, and shall be collected and enforced by the Tax Collector in the same manner and at the same time as County taxes, and the proceeds thereof shall be paid to the District. However, this subsection shall not prohibit the District in its discretion from using the method prescribed in either Chapter 197.363 or 197.3632, F.S. for collecting and enforcing these assessments. These benefit special assessments shall be a lien on the property against which assessed until paid and shall be enforceable in like manner as County taxes. The amount of the assessment for the exercise of the District's powers under this Ordinance shall be determined by the District Board based upon a report of the District's engineer and assessed by the District Board upon such lands, which may be part or all of the lands within the District benefited by the improvement, apportioned between benefited lands in proportion to the benefits received by each tract of land.

~~(3) MAINTENANCE SPECIAL ASSESSMENTS.--To maintain and preserve the facilities and projects of the District, the District Board may levy a maintenance special assessment. This assessment may be evidenced to and certified to the Property Appraiser by the District Board not later than August 31 of each year and shall be entered by the Property Appraiser on the County tax rolls and shall be collected and enforced by the Tax Collector in the same manner and at the same time as County taxes, and the proceeds there from shall be paid to the District. However, this subsection shall not prohibit the District in its discretion from using the method prescribed in either Chapter 197.363 or 197.3632 for collecting and enforcing these assessments. These maintenance special assessments shall be a lien on the property against which assessed until paid and shall be enforceable in like manner as County taxes. The amount of the maintenance special assessment for the exercise of the District's powers under this Ordinance shall be determined by the District Board based upon a report of the district's engineer and assessed by the District Board upon such lands, which may be all of the~~

~~lands within the District benefited by the maintenance thereof, apportioned between the benefited lands in proportion to the benefits received by each tract of land.~~

(4) ENFORCEMENT OF TAXES.--The collection and enforcement of all taxes levied by the District shall be at the same time and in like manner as County taxes, and the provisions of the Florida Statutes relating to the sale of lands for unpaid and delinquent county taxes; the issuance, sale, and delivery of tax certificates for such unpaid and delinquent County taxes; the redemption thereof; the issuance to individuals of tax deeds based thereon; and all other procedures in connection therewith shall be applicable to the district to the same extent as if such statutory provisions were expressly set forth herein. All taxes shall be subject to the same discounts as County taxes.

(5) WHEN UNPAID TAX IS DELINQUENT; PENALTY.--All taxes provided for in this act shall become delinquent and bear penalties on the amount of such taxes in the same manner as County taxes.

(6) TAX EXEMPTION.--All bonds issued hereunder and interest paid thereon and all fees, charges, and other revenues derived by the District from the projects provided by this Ordinance are exempt from all taxes by the state or by any political subdivision, agency, or instrumentality thereof; however, any interest, income, or profits on debt obligations issued hereunder are not exempt from the tax imposed by Chapter 220. Further, the District is not exempt from the provisions of Chapter 212.

(7) STATUS OF ASSESSMENTS.--Benefit special assessments, maintenance special assessments, and special assessments are non-ad valorem assessments as defined by Chapter 197.3632, F.S.

(8) ASSESSMENTS CONSTITUTE LIENS; COLLECTION.--Benefit special assessments and maintenance special assessments authorized by this Ordinance shall constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes. These non-ad valorem assessments may be collected, at the District's discretion, by the Tax Collector pursuant to the provisions of Chapter 197.363 or 197.3632, F.S., or in accordance with other collection measures provided by law.

(9) LAND OWNED BY GOVERNMENTAL ENTITY.--Except as otherwise provided by law, no levy of non-ad valorem assessments under this Ordinance, or Chapter 170, Chapter 197, or otherwise, by a District Board on property of a governmental entity that is subject to a ground lease as described in Chapter 190.003(13), F.S. shall constitute a lien or encumbrance on the underlying fee interest of such governmental entity.

…

Section 17. ~~Issuance of certificates of indebtedness based on assessments for assessable improvements; assessment bonds~~

~~(1) The District Board may, after any assessments for assessable improvements are made, determined, and confirmed as provided in this Ordinance, issue certificates of indebtedness for the amount so assessed against the abutting property or property otherwise benefited, as the case may be; and separate certificates shall be issued against each part or parcel of land or property assessed, which certificates shall state the general nature of the improvements for which the assessment is made. The certificates shall be payable in annual installments in accordance with the installments of the special assessment for which they are issued. The District Board may determine the interest to be borne by such certificates, in compliance with Chapter 215.84, F.S. and may sell such certificates at either private or public sale and determine the form, manner of execution, and other details of such certificates. The certificates shall recite that they are payable only from the special assessments levied and collected from the part or parcel of land or property against which they are issued. The proceeds of such certificates may be pledged for the payment of principal of and interest on any revenue bonds or general obligation bonds issued to finance in whole or in part such assessable improvement, or, if not so pledged, may be used to pay the cost or part of the cost of such assessable improvements.~~

~~(2) The District may also issue assessment bonds or other obligations payable from a special fund into which such certificates of indebtedness referred to in the preceding subsection may be deposited; or, if such certificates of indebtedness have not been issued, the District may assign to such special fund for the benefit of the holders of such assessment bonds or other obligations, or to a trustee for such bondholders, the assessment liens provided for in this act unless such certificates of indebtedness or assessment liens have been theretofore pledged for any bonds or other obligations authorized hereunder. In the event of the creation of such special fund and the issuance of such assessment bonds or other obligations, the proceeds of such certificates of indebtedness or assessment liens deposited therein shall be used only for the payment of the assessment bonds or other obligations issued as provided in this section. The District is authorized to covenant with the holders of such assessment bonds or other obligations that it will diligently and faithfully enforce and collect all the special assessments and interest and penalties thereon for which such certificates of indebtedness or assessment liens have been deposited in or assigned to such fund; to foreclose such assessment liens so assigned to such special fund or represented by the certificates of indebtedness deposited in the special fund, after such assessment liens have become delinquent, and deposit the proceeds derived from such foreclosure, including interest and penalties, in such special fund; and to make any other covenants deemed necessary or advisable in order to properly secure the holders of such assessment bonds or other obligations.~~

~~(3) The assessment bonds or other obligations issued pursuant to this section shall have such dates of issue and maturity as shall be deemed advisable by the District Board; however, the maturities of such assessment bonds or other obligations shall not be more than 2 years after the due date of the last installment which will be payable on any of the special assessments for which such assessment liens, or the certificates of indebtedness representing such assessment liens, are assigned to or deposited in such special fund.~~

~~(4) Such assessment bonds or other obligations issued under this section shall bear such interest as the District Board may determine, not to exceed a rate which is in compliance with~~

~~Chapter 215.84, F.S., and shall be executed, shall have such provisions for redemption prior to maturity, shall be sold in the manner and be subject to all of the applicable provisions contained in this Ordinance for revenue bonds, except as the same may be inconsistent with the provisions of this section.~~

~~(5) All assessment bonds or other obligations issued under the provisions of this Ordinance, except certificates of indebtedness issued against separate lots or parcels of land or property as provided in this section, shall be and constitute and shall have all the qualities and incidents of negotiable instruments under the law merchant and the laws of the state.~~

…

Section 24. ~~Discontinuance of service~~

~~In the event the fees, rentals, or other charges for water and sewer services, or either of them, are not paid when due, the board shall have the power, under such reasonable rules and regulations as the board may adopt, to discontinue and shut off both water and sewer services until such fees, rentals, or other charges, including interest, penalties, and charges for the shutting off and discontinuance and the restoration of such water and sewer services or both, are fully paid; and, for such purposes, the board may enter on any lands, waters, or premises of any person, firm, corporation, or body, public or private, within the district limits. Such delinquent fees, rentals, or other charges, together with interest, penalties, and charges for the shutting off and discontinuance and the restoration of such services and facilities and reasonable attorney's fees and other expenses, may be recovered by the district, which may also enforce payment of such delinquent fees, rentals, or other charges by any other lawful method of enforcement.~~

Section 25. ~~Enforcement and penalties~~

~~The District Board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of this Ordinance, including injunctive relief to enjoin or restrain any person violating the provisions of this Ordinance or any bylaws, resolutions, regulations, rules, codes, or orders adopted under this act. In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure, land, or water is used, in violation of this Ordinance or of any code, order, resolution, or other regulation made under authority conferred by this Ordinance or under law, the District Board or any citizen residing in the district may institute any appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use; to restrain, correct, or avoid such violation; to prevent the occupancy of such building, structure, land, or water; and to prevent any illegal act, conduct, business, or use in or about such premises, land, or water.~~

…

Section 3. All other provisions of Ordinance 05-061 not specifically amended herein shall remain in full force and effect. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

Section 5. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE THIS _____day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____

VOTE _____

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

ORDINANCE NO. 19-026

AN ORDINANCE OF THE CITY OF BOYNTON BEACH, FLORIDA, AMENDING ORDINANCE 05-061, RELATED TO THE QUANTUM PARK OVERLAY DEPENDENT DISTRICT; PROVIDING FOR AMENDMENTS TO THE PURPOSE, GENERAL POWERS AND DUTIES OF THE QUANTUM PARK OVERLAY DEPENDENT DISTRICT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 5, 2005, the City adopted Ordinance 05-061, which established the Quantum Park Overlay Dependent District (District); and

WHEREAS, Ordinance 05-061, provides that the purpose and general powers of the District are to fund, plan, establish, expand, operate, preserve and maintain certain public infrastructure located within the stated boundaries of the District; and

WHEREAS, comments have been solicited from the appropriate City Departments, and public hearings have been held before the City Commission on the proposed changes to the District and its purpose, general powers and duties; and

WHEREAS, the City has determined that it is in the best interest of the citizens of Boynton Beach to revise Ordinance 05-061, in order to better align the purpose, general powers and duties of the District with the City's vision for the area.

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

Section 1. The foregoing Whereas clauses are true and correct and incorporated herein by this reference.

Section 2. City of Boynton Beach Ordinance 05-061, is hereby amended as follows:

Note: Underlined words constitute additions while ~~strikethrough~~ constitutes deletions, and asterisks (***) indicate an omission from the existing text which is intended to remain unchanged.

***

Section 5. Purpose

~~The District is created for the purposes set forth in and prescribed in the Petition.~~

From the Effective Date of this Ordinance, it shall be the sole purpose of the Quantum Park Overlay Dependent District to retire the outstanding debt of the District; levy the non-ad valorem assessments necessary to retire the outstanding debt; transfer and/dispose of any and all assets and real property interests of the District; engage in such activities and complete such statutory requirements or formalities as are necessary to fully sunset the District on or before September 30, 2020, or on such earlier date as determined by the City of Boynton Beach through the adoption of a Resolution setting forth same.

Section 6. Board of Supervisors; Members, Election of Members, and Meetings.

The District Board shall exercise the powers granted to the District pursuant to this Ordinance. The District Board shall consist of five members. Except as otherwise provided herein, each member shall hold office for a term of four years and until a successor is chosen and qualifies. The members of the District Board must be residents of the State of Florida and citizens of the United States.

(1) (a) Within 90 days following the effective date of this Ordinance establishing the District, there shall be held a meeting of all landowners of the District for the purpose of electing five members for the District Board. Notice of the landowners' meeting shall be published once a week for 2 consecutive weeks in a newspaper which is in general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election. The landowners, when assembled at such meeting, shall organize by electing a chair who shall conduct the meeting.

(b) At such meeting, each landowner shall be entitled to cast one vote per assessable acre and/or a fractional vote equal to any fractional share of one assessable acre for the purpose of votes taken at the meeting for any item that the landowner is entitled to vote. Landowners owning less than one (1) assessable acre in the aggregate shall be entitled to a fractional vote equal to the aggregate fractional assessable acreage owned. Landowners with more that one (1) assessable acre are entitled to an aggregate number of votes equal to the aggregate number of all (whether whole or fractional) assessable acres owned, when all of such landowners' assessable acreage has been aggregated for purposes of voting. A landowner may vote in person or by a proxy given in writing. The two candidates receiving the highest number of votes shall be elected for a period of four years, and the three candidates receiving the next highest number of votes shall be elected for a period of two years. The members of the first District Board elected by landowners shall serve their respective 4-year or 2-year terms; however, the next election by landowners shall be on the first Tuesday in the first November following the expiration of the initially elected 2-year terms. . Thereafter, there shall be an election of Board members for the District every 2 years on the first Tuesday in November. At each election following the initial election, the two candidates receiving the highest number of votes shall be elected to serve for a 4-year term, and the remaining candidate shall be elected to serve for a 2-year term.

(2) Upon entering into office, members of the district board shall take and subscribe to the oath of office as prescribed by s. 876.05. They shall hold office for the terms for which they were elected or appointed and until their successors are chosen and qualified. If, during the

term of office, a vacancy occurs, the remaining members of the District Board shall fill the vacancy by an appointment for the remainder of the unexpired term. During their unexpired terms, members of the Board may be removed at will by action of the governing body of the City.

(3) A majority of the members of the District Board constitutes a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. Action taken by the District shall be upon a vote of a majority of the members present unless general law or a rule of the District requires a greater number.

(4) As soon as practicable after each election or appointment, the District Board shall organize by electing one of its members as chair and by electing a secretary, who need not be a member of the District Board, and such other officers as the District Board may deem necessary.

(5) The District Board shall keep a permanent record book entitled "Record of Proceedings of Quantum Park Overlay Dependent District," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds given by all employees, and any and all corporate acts. The record book shall at reasonable times be opened to inspection in the same manner as state, county, and municipal records pursuant to chapter 119. The record book shall be kept at the office or other regular place of business maintained by the District Board in Palm Beach County.

(6) Each supervisor shall be entitled to receive for his or her services an amount not to exceed $200 per meeting of the board of supervisors, not to exceed $4,800 per year per supervisor, or an amount established by the electors at referendum. In addition, each supervisor shall receive travel and per diem expenses as set forth in s. 112.061.

(7) All meetings of the District Board shall be open to the public and governed by the provisions of chapter 286.

Section 7. Board of Supervisors, General Duties.

(1) The District Board shall employ, and fix the compensation of, a district manager. The district manager shall have charge and supervision of the works of the District and shall be responsible for preserving and maintaining any improvement or facility constructed or erected pursuant to the provisions of this Ordinance, for maintaining and operating the equipment owned by the District, and for performing such other duties as may be prescribed by the District Board. The district manager may hire or otherwise employ and terminate the employment of such other persons, including, without limitation, professional, supervisory, and clerical employees, as may be necessary and authorized by the District Board. The compensation and other conditions of employment of the officers and employees of the District shall be as provided by the District Board.

(2) The District Board shall designate a person who is a resident of the state as treasurer of the District, who shall have charge of the funds of the district. Such funds shall be disbursed

only upon the order, or pursuant to the resolution, of the District Board by warrant or check countersigned by the treasurer and by such other person as may be authorized by the District Board. The District Board may give the treasurer such other or additional powers and duties as the District Board may deem appropriate and may fix his or her compensation. The District Board may require the treasurer to give a bond in such amount, on such terms, and with such sureties as may be deemed satisfactory to the District Board to secure the performance by the treasurer of his or her powers and duties. The financial records of the District Board shall be audited by an independent certified public accountant at least once a year.

(3) The District Board is authorized to select as a depository for its funds any qualified public depository as defined in s. 280.02 which meets all the requirements of chapter 280 and has been designated by the Treasurer as a qualified public depository, upon such terms and conditions as to the payment of interest by such depository upon the funds so deposited as the District Board may deem just and reasonable.

Section 8. General Powers

The Commission hereby grants to Quantum Park Overlay Dependent District general powers as hereinafter defined, and hereby finds that it is in the public interest of the citizens of the City to grant such general powers. The District shall have, and the District Board may exercise, the following general powers:

(1) To ~~sue and be sued in the name of the District; to~~ adopt and use a seal and authorize the use of a facsimile thereof; ~~to acquire, by purchase, gift, devise, or otherwise, and~~ to dispose of, real and personal property, or any estate therein; and to make and execute contracts and other instruments necessary or convenient to the exercise of its purpose ~~powers~~; expend funds as necessary in furtherance of sunsetting the District as set forth herein.

~~(2) To contract for the services of consultants to perform planning, engineering, legal, or other appropriate services of a professional nature. Such contracts shall be subject to public bidding or competitive negotiation requirements as set forth in s. 190.033.~~

~~(3) To borrow money and accept gifts; to apply for and use grants or loans of money or other property from the United States, the state, a unit of local government, or any person for any District purposes and enter into agreements required in connection therewith; and to hold, use, and dispose of such moneys or property for any District purposes in accordance with the terms of the gift, grant, loan, or agreement relating thereto.~~

~~(4) To adopt rules and orders prescribing the powers, duties, and functions of the officers of the District; the conduct of the business of the District; the maintenance of records; and the form of certificates evidencing tax liens and all other documents and records of the District. The District Board may also adopt administrative rules with respect to any of the projects of the District and define the area to be included therein. The District Board may also adopt resolutions that may be necessary for the conduct of District business.~~

~~(5) To hold, control, and acquire by donation, purchase, or condemnation, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this Ordinance and to make use of such easements, dedications, or reservations for any of the purposes authorized by this Ordinance.~~

~~(6) To lease as lessor or lessee to or from any person, firm, corporation, association, or body, public or private, any projects of the type that the District is authorized to undertake and facilities or property of any nature for the use of the District to carry out any of the purposes authorized by this act.~~

~~(7) To borrow money and issue bonds, certificates, warrants, notes, or other evidence of indebtedness as hereinafter provided; to levy such tax and special assessments as may be authorized; and to charge, collect, and enforce fees and other user charges.~~

~~(8) To raise, by user charges or fees authorized by resolution of the District Board, amounts of money which are necessary for the conduct of the District activities and services and to enforce their receipt and collection in the manner prescribed by resolution not inconsistent with law.~~

~~(9) To exercise within the District, or beyond the District with prior approval by resolution of the City if the taking will occur in an area of the City or with prior approval by resolution of the governing body of the affected jurisdiction if the taking will occur within some jurisdiction outside the City, the right and power of eminent domain, pursuant to the provisions of chapters 73 and 74, over any property within the state, except municipal, county, state, and federal property, for the uses and purposes of the District relating to water, sewer, water management, district roads, utility provisions, and any other projects of the district authorized by this Ordinance, specifically including, without limitation, the power for the taking of easements for the drainage of the land of one person over and through the land of another.~~

(10) To cooperate with, or contract with, other governmental agencies as may be necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this act.

(11) To determine, order, levy, impose, collect, and enforce special assessments pursuant to Chapter 170, F.S. Such special assessments may, in the discretion of the District, be; levied, collected and enforced pursuant to the provisions of Chapters 197.3631, 197.3632, and 197.3635, or Chapter 170, F.S.

~~(12) To finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for the following:~~

~~(a) Water management and control for the lands within the District and to connect some or any of such facilities with roads and bridges.~~

~~(b) Water supply, sewer, and wastewater management, irrigation, reclamation, and reuse or any combination thereof, and to construct and operate connecting intercepting or outlet sewers and sewer mains and pipes and water mains, conduits, or pipelines in, along, and under any street, alley, highway, or other public place or ways, and to dispose of any effluent, residue, or other byproducts of such system or sewer system.~~

~~(c) Bridges or culverts that may be needed across any drain, ditch, canal, floodway, holding basin, excavation, public highway, tract, grade, fill, or cut and roadways over levees and embankments, and to construct any and all of such works and improvements across, through, or over any public right-of-way, highway, grade, fill, or cut.~~

~~(d) District roads equal to or exceeding the specifications of the County, and traffic control signs and streetlights.~~

~~(e) Investigation and remediation costs associated with the cleanup of actual or perceived environmental contamination within the District under the supervision or direction of a competent governmental authority unless the covered costs benefit any person who is a landowner within the District and who caused or contributed to the contamination.~~

~~(f) Parks and facilities for indoor and outdoor recreational, cultural, and educational uses.~~

~~(g) Security, including, but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems except that the District may not exercise any police power, but may contract with the appropriate local general-purpose government agencies for an increased level of such services within the District boundaries.~~

~~(h) To adopt and enforce appropriate rules following the procedures of chapter 120, in connection with the provision of one or more services through its systems and facilities.~~

(13) To exercise all of the powers necessary, convenient, incidental, or proper in connection with any of the powers, duties, or purposes authorized by this Ordinance.

Section 9. Budgets

On or before each July 15, the District Manager (or the District Board) shall prepare a proposed budget for the ensuing fiscal year to be submitted to the District Board for approval. The proposed budget shall include at the direction of the District Board an estimate of all necessary expenditures of the District for the ensuing fiscal year and an estimate of income to the District from the taxes and assessments provided in this act. The District Board shall consider the proposed budget item by item and may either approve the budget as proposed or modify the same in part or in whole. The District Board shall indicate its approval of the budget by resolution, which resolution shall provide for a hearing on the budget as approved. Notice of the hearing on the budget shall be published in a newspaper of general circulation in the area of the District once a week for 2 consecutive weeks, except that the first publication shall be not fewer than 15 days prior to the date of the hearing. The notice shall further contain

a designation of the day, time, and place of the public hearing. At the time and place designated in the notice, the District Board shall hear all objections to the budget as proposed and may make such changes as the District Board deems necessary. At the conclusion of the budget hearing, the District Board shall, by resolution, adopt the budget as finally approved by the District Board. The budget shall be adopted prior to October 1 of each year.

Section 10. Financial Reports; Disclosure of public financing.

(1) The District shall provide financial reports in such form and such manner as prescribed pursuant to chapter 218.

(2) The District Board shall take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by the District. Such information shall be made available to all existing residents, and to all prospective residents of the District whenever possible.

Section 11. ~~Issuance of bond anticipation notes.~~

~~In addition to the other powers provided for in this Ordinance, and not in limitation thereof, the district shall have the power, at any time, and from time to time after the issuance of any bonds of the District shall have been authorized, to borrow money for the purposes for which such bonds are to be issued in anticipation of the receipt of the proceeds of the sale of such bonds and to issue bond anticipation notes in a principal sum not in excess of the authorized maximum amount of such bond issue. Such notes shall be in such denomination or denominations, bear interest at such rate as the District Board may determine in compliance with s. 215.84, mature at such time or times not later than 5 years from the date of issuance, and be in such form and executed in such manner as the District Board shall prescribe. Such notes may be sold at either public or private sale or, if such notes shall be renewal notes, may be exchanged for notes then outstanding on such terms, as the District Board shall determine. Such notes shall be paid from the proceeds of such bonds when issued. The District Board may, in its discretion, in lieu of retiring the notes by means of bonds, retire them by means of current revenues or from any taxes or assessments levied for the payment of such bonds; but in such event a like amount of the bonds authorized shall not be issued.~~

Section 12. ~~Short-term borrowing~~

~~The District at any time may obtain loans, in such amount and on such terms and conditions as the District Board may approve, for the purpose of paying any of the expenses of the District or any costs incurred or that may be incurred in connection with any of the projects of the District, which loans shall bear such interest as the District Board may determine in compliance with s. 215.84, and may be payable from and secured by a pledge of such funds, revenues, taxes, and assessments as the District Board may determine, subject, however, to the provisions contained in any proceeding under which bonds were theretofore issued and are then outstanding. For the purpose of defraying such costs and expenses, the District may issue negotiable notes, warrants, or other evidences of debt to be payable at such times, to~~

~~bear such interest as the District Board may determine in compliance with s. 215.84, and to be sold or discounted at such price or prices not less than 95 percent of par value and on such terms as the District Board may deem advisable. The District Board shall have the right to provide for the payment thereof by pledging the whole or any part of the funds, revenues, taxes, and assessments of the District. The approval of the electors residing in the District shall not be necessary except when required by the State Constitution.~~

Section 13. ~~Bonds~~

~~Section 190.016(1) through 190.016(15) F.S. as amended and supplemented is hereby incorporated by reference.~~

Section 14. ~~Trust agreements~~

~~Any issue of bonds shall be secured by a trust agreement by and between the District and a corporate trustee or trustees, which may be any trust company or bank having the powers of a trust company within or without the state. The resolution authorizing the issuance of the bonds or such trust agreement may pledge the revenues to be received from any projects of the District and may contain such provisions for protecting and enforcing the rights and remedies of the bondholders as the District Board may approve, including, without limitation, covenants setting forth the duties of the District in relation to: the acquisition, construction, reconstruction, improvement, maintenance, repair, operation, and insurance of any projects; the fixing and revising of the rates, fees, and charges; and the custody, safeguarding, and application of all moneys and for the employment of consulting engineers or other professionals in connection with such acquisition, construction, reconstruction, improvement, maintenance, repair, or operation. It shall be lawful for any bank or trust company within or without the state that may act as a depository of the proceeds of bonds or of revenues to furnish such indemnifying bonds or to pledge such securities as may be required by the District. Such resolution trust agreement may set forth the rights and remedies of the bondholders and of the trustee, if any, and may restrict the individual right of action by bondholders. The District Board may provide for the payment of proceeds of the sale of the bonds and the revenues of any project to such officer, board, or depository as it may designate for the custody thereof and may provide for the method of disbursement thereof with such safeguards and restrictions as it may determine. All expenses incurred in carrying out the provisions of such resolution or trust agreement may be treated as part of the cost of operation of the project to which such trust agreement pertains.~~

Section 15. Taxes; non-ad valorem assessments

(1) AD VALOREM TAXES.--The District shall not have the power to levy and assess ad valorem taxes.

(2) BENEFIT SPECIAL ASSESSMENTS.--The District Board shall annually determine, order, and levy the annual installment of the total benefit special assessments for bonds issued and related expenses to finance District facilities and projects which are levied under this Ordinance. These assessments may be due and collected during each year that county taxes

are due and collected, in which case such annual installment and levy shall be evidenced to and certified to the Property Appraiser by the District Board not later than August 31 of each year, and such assessment shall be entered by the Property Appraiser on the County tax rolls, and shall be collected and enforced by the Tax Collector in the same manner and at the same time as County taxes, and the proceeds thereof shall be paid to the District. However, this subsection shall not prohibit the District in its discretion from using the method prescribed in either Chapter 197.363 or 197.3632, F.S. for collecting and enforcing these assessments. These benefit special assessments shall be a lien on the property against which assessed until paid and shall be enforceable in like manner as County taxes. The amount of the assessment for the exercise of the District's powers under this Ordinance shall be determined by the District Board based upon a report of the District's engineer and assessed by the District Board upon such lands, which may be part or all of the lands within the District benefited by the improvement, apportioned between benefited lands in proportion to the benefits received by each tract of land.

~~(3) MAINTENANCE SPECIAL ASSESSMENTS.--To maintain and preserve the facilities and projects of the District, the District Board may levy a maintenance special assessment. This assessment may be evidenced to and certified to the Property Appraiser by the District Board not later than August 31 of each year and shall be entered by the Property Appraiser on the County tax rolls and shall be collected and enforced by the Tax Collector in the same manner and at the same time as County taxes, and the proceeds there from shall be paid to the District. However, this subsection shall not prohibit the District in its discretion from using the method prescribed in either Chapter 197.363 or 197.3632 for collecting and enforcing these assessments. These maintenance special assessments shall be a lien on the property against which assessed until paid and shall be enforceable in like manner as County taxes. The amount of the maintenance special assessment for the exercise of the District's powers under this Ordinance shall be determined by the District Board based upon a report of the district's engineer and assessed by the District Board upon such lands, which may be all of the lands within the District benefited by the maintenance thereof, apportioned between the benefited lands in proportion to the benefits received by each tract of land.~~

(4) ENFORCEMENT OF TAXES.--The collection and enforcement of all taxes levied by the District shall be at the same time and in like manner as County taxes, and the provisions of the Florida Statutes relating to the sale of lands for unpaid and delinquent county taxes; the issuance, sale, and delivery of tax certificates for such unpaid and delinquent County taxes; the redemption thereof; the issuance to individuals of tax deeds based thereon; and all other procedures in connection therewith shall be applicable to the district to the same extent as if such statutory provisions were expressly set forth herein. All taxes shall be subject to the same discounts as County taxes.

(5) WHEN UNPAID TAX IS DELINQUENT; PENALTY.--All taxes provided for in this act shall become delinquent and bear penalties on the amount of such taxes in the same manner as County taxes.

(6) TAX EXEMPTION.--All bonds issued hereunder and interest paid thereon and all fees, charges, and other revenues derived by the District from the projects provided by this

Ordinance are exempt from all taxes by the state or by any political subdivision, agency, or instrumentality thereof; however, any interest, income, or profits on debt obligations issued hereunder are not exempt from the tax imposed by Chapter 220. Further, the District is not exempt from the provisions of Chapter 212.

(7) STATUS OF ASSESSMENTS.--Benefit special assessments, maintenance special assessments, and special assessments are non-ad valorem assessments as defined by Chapter 197.3632, F.S.

(8) ASSESSMENTS CONSTITUTE LIENS; COLLECTION.--Benefit special assessments and maintenance special assessments authorized by this Ordinance shall constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes. These non-ad valorem assessments may be collected, at the District's discretion, by the Tax Collector pursuant to the provisions of Chapter 197.363 or 197.3632, F.S., or in accordance with other collection measures provided by law.

(9) LAND OWNED BY GOVERNMENTAL ENTITY.--Except as otherwise provided by law, no levy of non-ad valorem assessments under this Ordinance, or Chapter 170, Chapter 197, or otherwise, by a District Board on property of a governmental entity that is subject to a ground lease as described in Chapter 190.003(13), F.S. shall constitute a lien or encumbrance on the underlying fee interest of such governmental entity.

Section 16. ~~Special assessments~~

~~(1) The District Board may levy special assessments for the construction, reconstruction, acquisition, or maintenance of District facilities authorized under this Ordinance using the procedures for levy and collection provided in Chapter 170 or Chapter 197, F.S.~~

~~(2) Notwithstanding the provisions of Chapter 170.09, F.S., District assessments may be made payable in no more than 30 yearly installments.~~

Section 17. ~~Issuance of certificates of indebtedness based on assessments for assessable improvements; assessment bonds~~

~~(1) The District Board may, after any assessments for assessable improvements are made, determined, and confirmed as provided in this Ordinance, issue certificates of indebtedness for the amount so assessed against the abutting property or property otherwise benefited, as the case may be; and separate certificates shall be issued against each part or parcel of land or property assessed, which certificates shall state the general nature of the improvements for which the assessment is made. The certificates shall be payable in annual installments in accordance with the installments of the special assessment for which they are issued. The District Board may determine the interest to be borne by such certificates, in compliance with Chapter 215.84, F.S. and may sell such certificates at either private or public sale and determine the form, manner of execution, and other details of such certificates. The certificates shall recite that they are payable only from the special assessments levied and~~

~~collected from the part or parcel of land or property against which they are issued. The proceeds of such certificates may be pledged for the payment of principal of and interest on any revenue bonds or general obligation bonds issued to finance in whole or in part such assessable improvement, or, if not so pledged, may be used to pay the cost or part of the cost of such assessable improvements.~~

~~(2) The District may also issue assessment bonds or other obligations payable from a special fund into which such certificates of indebtedness referred to in the preceding subsection may be deposited; or, if such certificates of indebtedness have not been issued, the District may assign to such special fund for the benefit of the holders of such assessment bonds or other obligations, or to a trustee for such bondholders, the assessment liens provided for in this act unless such certificates of indebtedness or assessment liens have been theretofore pledged for any bonds or other obligations authorized hereunder. In the event of the creation of such special fund and the issuance of such assessment bonds or other obligations, the proceeds of such certificates of indebtedness or assessment liens deposited therein shall be used only for the payment of the assessment bonds or other obligations issued as provided in this section. The District is authorized to covenant with the holders of such assessment bonds or other obligations that it will diligently and faithfully enforce and collect all the special assessments and interest and penalties thereon for which such certificates of indebtedness or assessment liens have been deposited in or assigned to such fund; to foreclose such assessment liens so assigned to such special fund or represented by the certificates of indebtedness deposited in the special fund, after such assessment liens have become delinquent, and deposit the proceeds derived from such foreclosure, including interest and penalties, in such special fund; and to make any other covenants deemed necessary or advisable in order to properly secure the holders of such assessment bonds or other obligations.~~

~~(3) The assessment bonds or other obligations issued pursuant to this section shall have such dates of issue and maturity as shall be deemed advisable by the District Board; however, the maturities of such assessment bonds or other obligations shall not be more than 2 years after the due date of the last installment which will be payable on any of the special assessments for which such assessment liens, or the certificates of indebtedness representing such assessment liens, are assigned to or deposited in such special fund.~~

~~(4) Such assessment bonds or other obligations issued under this section shall bear such interest as the District Board may determine, not to exceed a rate which is in compliance with Chapter 215.84, F.S., and shall be executed, shall have such provisions for redemption prior to maturity, shall be sold in the manner and be subject to all of the applicable provisions contained in this Ordinance for revenue bonds, except as the same may be inconsistent with the provisions of this section.~~

~~(5) All assessment bonds or other obligations issued under the provisions of this Ordinance, except certificates of indebtedness issued against separate lots or parcels of land or property as provided in this section, shall be and constitute and shall have all the qualities and incidents of negotiable instruments under the law merchant and the laws of the state.~~

Section 18. Tax liens

All taxes of the District provided for in this Ordinance, together with all penalties for default in the payment of the same and all costs in collecting the same, including a reasonable attorney's fee fixed by the court and taxed as a cost in the action brought to enforce payment, shall, from January 1 for each year the property is liable to assessment and until paid, constitute a lien of equal dignity with the liens for state and county taxes and other taxes of equal dignity with state and county taxes upon all the lands against which such taxes shall be levied. A sale of any of the real property within the district for state and county or other taxes shall not operate to relieve or release the property so sold from the lien for subsequent District taxes or installments of District taxes, which lien may be enforced against such property as though no such sale thereof had been made. The provisions of Chapters 194.171, 197.122, 197.333, and 197.432, F.S. shall be applicable to District taxes with the same force and effect as if such provisions were expressly set forth in this Ordinance.

Section 19. ~~Payment of taxes and redemption of tax liens by the District; sharing in proceeds of tax sale~~

~~(1) The District has the right to:~~

~~(a) Pay any delinquent state, county, district, municipal, or other tax or assessment upon lands located wholly or partially within the boundaries of the District; and~~
~~(b) To redeem or purchase any tax sales certificates issued or sold on account of any state, county, district, municipal, or other taxes or assessments upon lands located wholly or partially within the boundaries of the District.~~

~~(2) Delinquent taxes paid, or tax sales certificates redeemed or purchased, by the District, together with all penalties for the default in payment of the same and all costs in collecting the same and a reasonable attorney's fee, shall constitute a lien in favor of the district of equal dignity with the liens of state and county taxes and other taxes of equal dignity with state and county taxes upon all the real property against which the taxes were levied. The lien of the District may be foreclosed in the manner provided in this Ordinance.~~

~~(3) In any sale of land pursuant to Chapter 197.542, F.S. and amendments thereto, the District may certify to the clerk of the circuit court of the County holding such sale the amount of taxes due to the District upon the lands sought to be sold; and the District shall share in the disbursement of the sales proceeds in accordance the provisions of this Ordinance and under the laws of the state.~~

Section 20. Foreclosure of liens

Any lien in favor of the District arising under this Ordinance may be foreclosed by the ~~District~~ City of Boynton Beach by foreclosure proceedings in the name of the ~~District~~ City of Boynton Beach in a court of competent jurisdiction as provided by general law in like manner as is provided in Chapter 173, F.S. and amendments thereto; the provisions of that chapter shall be applicable to such proceedings with the same force and effect as if those provisions were expressly set forth in this Ordinance. Any act required or authorized to be done by or on

behalf of the District in foreclosure proceedings under Chapter 173 may be performed by such officer or agent ~~of the District~~ as the ~~Board of Supervisors~~ City of Boynton Beach may designate. Such foreclosure proceedings may be brought at any time after the expiration of 1 year from the date any tax, or installment thereof, becomes delinquent; however no lien shall be foreclosed against any political subdivision or agency of the state. Other legal remedies shall remain available.

Section 21. Bids required

(1) No contract shall be let by the District Board for any goods, supplies, or materials to be purchased when the amount thereof to be paid by the District shall exceed the amount provided in Chapter 287.017, F.S. for category four, unless notice of bids shall be advertised once in a newspaper in general circulation in the County. The District Board seeking to construct or improve a public building, structure, or other public works shall comply with the bidding procedures of Chapter 255.20, F.S. and other applicable general law. In each case, the bid of the lowest responsive and responsible bidder shall be accepted unless all bids are rejected because the bids are too high, or the District Board determines it is in the best interests of the District to reject all bids. The District Board may require the bidders to furnish bond with a responsible surety to be approved by the District Board. Nothing in this section shall prevent the District Board from undertaking and performing the construction, operation, and maintenance of any project or facility authorized by this Ordinance by the employment of labor, material, and machinery.

(2) The provisions of the Consultants' Competitive Negotiation Act, Chapter 287.055, F.S. apply to contracts for engineering, architecture, landscape architecture, or registered surveying and mapping services let by the District Board.

(3) Contracts for maintenance services for any District facility or project shall be subject to competitive bidding requirements when the amount thereof to be paid by the District exceeds the amount provided in s. 287.017 for category four. The District shall adopt rules, policies, or procedures establishing competitive bidding procedures for maintenance services. Contracts for other services shall not be subject to competitive bidding unless the district adopts a rule, policy, or procedure applying competitive bidding procedures to said contracts.

Section 22. ~~Fees, rentals, and charges; procedure for adoption and modifications; minimum revenue requirements~~

~~(1) The District is authorized to prescribe, fix, establish, and collect rates, fees, rentals, or other charges, hereinafter sometimes referred to as "revenues," and to revise the same from time to time, for the facilities and services furnished by the District, within the limits of the district, including, but not limited to, recreational facilities, water management and control facilities, and water and sewer systems; to recover the costs of making connection with any District facility or system; and to provide for reasonable penalties against any user or property for any such rates, fees, rentals, or other charges that are delinquent.~~

~~(2) No such rates, fees, rentals, or other charges for any of the facilities or services of the District shall be fixed until after a public hearing at which all the users of the proposed facility or services or owners, tenants, or occupants served or to be served thereby and all other interested persons shall have an opportunity to be heard concerning the proposed rates, fees, rentals, or other charges. Rates, fees, rentals, and other charges shall be adopted under the administrative rulemaking authority of the District, but shall not apply to District leases. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees, rentals, and other charges shall have been published in a newspaper in the county and of general circulation in the District at least once and at least 10 days prior to such public hearing. The rulemaking hearing may be adjourned from time to time. After such hearing, such schedule or schedules, either as initially proposed or as modified or amended, may be finally adopted. A copy of the schedule or schedules of such rates, fees, rentals, or charges as finally adopted shall be kept on file in an office designated by the District Board and shall be open at all reasonable times to public inspection. The rates, fees, rentals, or charges so fixed for any class of users or property served shall be extended to cover any additional users or properties thereafter served which shall fall in the same class, without the necessity of any notice or hearing.~~

~~(3) Such rates, fees, rentals, and charges shall be just and equitable and uniform for users of the same class, and when appropriate may be based or computed either upon the amount of service furnished, upon the number of average number of persons residing or working in or otherwise occupying the premises served, or upon any other factor affecting the use of the facilities furnished, or upon any combination of the foregoing factors, as may be determined by the board on an equitable basis.~~

~~(4) The rates, fees, rentals, or other charges prescribed shall be such as will produce revenues, together with any other assessments, taxes, revenues, or funds available or pledged for such purpose, at least sufficient to provide for the items hereinafter listed, but not necessarily in the order stated:~~

~~(a) To provide for all expenses of operation and maintenance of such facility or service;~~

~~(b) To pay when due all bonds and interest thereon for the payment of which such revenues are, or shall have been, pledged or encumbered, including reserves for such purpose; and~~

~~(c) To provide for any other funds which may be required under the resolution or resolutions authorizing the issuance of bonds pursuant to this Ordinance.~~

~~(5) The District Board shall have the power to enter into contracts for the use of the projects of the District and with respect to the services and facilities furnished or to be furnished by the District.~~

Section 23. Recovery of delinquent charges

In the event that any rates, fees, rentals, charges, or delinquent penalties shall not be paid as and when due and shall be in default for 60 days or more, the unpaid balance thereof and all interest accrued thereon, together with reasonable attorney's fees and costs, may be recovered on behalf of~~by~~ the District in a civil action.

Section 24. ~~Discontinuance of service~~

~~In the event the fees, rentals, or other charges for water and sewer services, or either of them, are not paid when due, the board shall have the power, under such reasonable rules and regulations as the board may adopt, to discontinue and shut off both water and sewer services until such fees, rentals, or other charges, including interest, penalties, and charges for the shutting off and discontinuance and the restoration of such water and sewer services or both, are fully paid; and, for such purposes, the board may enter on any lands, waters, or premises of any person, firm, corporation, or body, public or private, within the district limits. Such delinquent fees, rentals, or other charges, together with interest, penalties, and charges for the shutting off and discontinuance and the restoration of such services and facilities and reasonable attorney's fees and other expenses, may be recovered by the district, which may also enforce payment of such delinquent fees, rentals, or other charges by any other lawful method of enforcement.~~

Section 25. ~~Enforcement and penalties~~

~~The District Board or any aggrieved person may have recourse to such remedies in law and at equity as may be necessary to ensure compliance with the provisions of this Ordinance, including injunctive relief to enjoin or restrain any person violating the provisions of this Ordinance or any bylaws, resolutions, regulations, rules, codes, or orders adopted under this act. In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure, land, or water is used, in violation of this Ordinance or of any code, order, resolution, or other regulation made under authority conferred by this Ordinance or under law, the District Board or any citizen residing in the district may institute any appropriate action or proceeding to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use; to restrain, correct, or avoid such violation; to prevent the occupancy of such building, structure, land, or water; and to prevent any illegal act, conduct, business, or use in or about such premises, land, or water.~~

Section 26. Suits against the District

Any suit or action ~~brought or maintained~~ against the District for damages arising ~~out of~~ in tort, including, without limitation, any claim for ~~arising upon account of an act causing an~~ injury or loss of property, personal injury, or death, shall be subject to the limitations provided in s. 768.28, F.S., and all other applicable laws and may only be maintained in the name of the City of Boynton Beach.

Section 27. Exemption of District property from execution

All District-owned property shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against such property, nor shall any judgment against the District be a charge or lien on its property or revenues; however, nothing contained herein shall apply to or limit the rights of bondholders to pursue any remedy for the enforcement of any lien or pledge given by the district in connection with any of the bonds or obligations of the District.

Section 28. The District is solely responsible for the implementation of special assessments upon benefited property within the District's internal boundaries and shall provide notice of said special assessments to all prospective purchasers of said property.

Section 3. All Ordinances or parts of Ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

Section 5. This Ordinance shall become effective immediately upon its passage and adoption.

FIRST READING this ____ day of _____, 2019.

SECOND, FINAL READING AND PASSAGE THIS _____day of _____, 2019.

CITY OF BOYNTON BEACH, FLORIDA

	YES	NO
Mayor – Steven B. Grant	_____	_____
Vice Mayor – Justin Katz	_____	_____
Commissioner – Mack McCray	_____	_____
Commissioner – Christina L. Romelus	_____	_____
Commissioner – Ty Penserga	_____	_____

VOTE _____

ATTEST:

_____
Crystal Gibson, MMC
City Clerk

(Corporate Seal)

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
Request for a private attorney-client session of the City Commission to discuss pending litigation in the following case:

> OLEN PROPERTIES CORP., SECURED HOLDINGS INC, QUANTUM LAKE VILLAS II CORP., ET AL, Plaintiff, vs. CANTERBURY AT QUANTUM VILLAGE, PARKSIDE TOWNHOMES, BOYNTON BEACH FLOWERS, ET AL, Defendants – Palm Beach County Circuit Court Case No. 502013CA007694XXXXMB

EXPLANATION OF REQUEST:
The City Attorney is requesting a closed door session to discussion the above-referenced litigation. The City Attorney will be in attendance along with City Manager Lori LaVerriere, a Court Reporter, the Mayor and City Commission. We will need approximately 45 minutes.

The time and date of this private attorney-client session will be scheduled at the August 20, 2019 City Commission meeting.

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES? n/a

FISCAL IMPACT:
The cost of a Court Reporter

ALTERNATIVES: None

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

ATTACHMENTS:

Type	Description
Memo	Memo requesting closed door session

CITY OF BOYNTON BEACH

City Attorney's Office
MEMORANDUM

TO: Honorable Mayor and City Commission
Lori LaVerriere, City Manager

FROM: James A. Cherof, City Attorney

DATE: August 13, 2019

RE: Request for Private Attorney-Client Session

Pursuant to Section 286.011(8), Florida Statutes, I am requesting a private attorney-client session of the City Commission to discuss pending litigation in the following case:

> OLEN PROPERTIES CORP., SECURED HOLDINGS INC, QUANTUM LAKE VILLAS II CORP., ET AL, Plaintiff, vs. CANTERBURY AT QUANTUM VILLAGE, PARKSIDE TOWNHOMES, BOYNTON BEACH FLOWERS, ET AL, Defendants – Palm Beach County Circuit Court Case No. 502013CA007694XXXXMB

I will be in attendance along with City Manager Lori LaVerriere, a Court Reporter, the Mayor and City Commission. We will need approximately 45 minutes.

The time and date of this private attorney-client session will be scheduled at the August 20, 2019 City Commission meeting.

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Amendment to DROP provisions in City's three pension plans (Ordinance) - **September 5, 2019**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Staff will present some options for use of our innovation space at the new city hall (1600 sf). **September 5, 2019**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION:

CLIMATE ACTION DISCUSSION:

Is this a grant?

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION: Staff to present updated Social Media Policy - **September 17, 2019**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
Department to give brief presentation of their operations

Library - **September 2019**

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount:

CITY OF BOYNTON BEACH
AGENDA ITEM REQUEST FORM

COMMISSION MEETING DATE: 8/20/2019

REQUESTED ACTION BY COMMISSION:
Quarterly Census updates by Laura Lansburgh, Marketing Manager:

September 17, 2019
December 17, 2019
March 17, 2020

EXPLANATION OF REQUEST:

HOW WILL THIS AFFECT CITY PROGRAMS OR SERVICES?

FISCAL IMPACT:

ALTERNATIVES:

STRATEGIC PLAN:

STRATEGIC PLAN APPLICATION:

CLIMATE ACTION: No

CLIMATE ACTION DISCUSSION:

Is this a grant? No

Grant Amount: